

AMENDED AND RESTATED  
DECLARATION OF CONDOMINIUM

LIGHTHOUSE POINTE, A CONDOMINIUM

ARTICLE I

SUBMISSION STATEMENT

Turnover of control of the Association occurred many years ago, and the rights and obligations of the Developer expired at that time. All rights and duties reserved or designated to the Developer have passed to the Board of Directors of the Association, as applicable. All references to rights or obligations of the Developer are hereby deleted in the Declaration of Condominium of Lighthouse Pointe, A Condominium, and in the Association Articles of Incorporation and By-Laws, or shall be changed to the Association, as applicable. All references to Articles and Sections affected by the deletions are hereby renumbered and adjusted accordingly. Please see previously recorded Documents for prior text.

SUNCOAST HOMES, a Florida general partnership, the Developer of LIGHTHOUSE POINTE, A CONDOMINIUM, and the owner and holder of the fee simple title in and to the real property hereinafter described in Article III hereof entitled "LAND", hereby submit the same to condominium ownership pursuant to Chapter 718, Florida Statutes, The Condominium Act, as same may be amended and renumbered from time to time, upon the terms, conditions, restrictions, reservations and limitations hereinafter set forth. Except where variances permitted by law appear in this Declaration or in the attached By-Laws or in lawful amendments to either of them, the provisions of The Condominium Act as presently constituted, including the definitions therein contained, are adopted and included herein by express reference.

ARTICLE II

NAME

The name by which this Condominium is to be known and identified is LIGHTHOUSE POINTE, A CONDOMINIUM.

ARTICLE III

LAND

The legal description of the real property included in the Condominium and submitted herewith to condominium ownership is:

See Exhibit "A"

## ARTICLE IV

### IDENTIFICATION OF UNITS

The Condominium property consists of the land described in Article III hereof and all easements and rights appurtenant thereto, together with the buildings and other improvements constructed thereon, which includes the units, common elements and limited common elements as reflected on the condominium plat incorporated herein by reference. In addition, the Condominium property shall include as common elements and/or to be treated as common elements any interest in real property acquired by the Condominium Association in accordance with the provisions of Article XXV entitled "RECREATIONAL FACILITIES" herein contained. The principal improvements on the real property submitted herewith to condominium ownership consist of one (1) apartment building, and one (1) swimming pool and deck area. The apartment will contain a total of thirty-six (36) apartments (units).

The apartment building will consist of six (6) stories containing thirty-six (36) two-bedroom/two-bathroom apartment units, with six (6) two-bedroom/two-bathroom apartment units on each floor.

Each of the apartment buildings' apartment units, each of which is declared to be a condominium unit, is designated by a three-digit identifying number. The first digit represents the floor upon which the unit is located and the last two digits represent the particular unit involved. For example, Unit 502 is located on the fifth floor and is the second apartment unit on that floor.

The balconies, terraces or porches abutting each unit are limited common elements appurtenant to those units to which they abut, the use of which is restricted to the units to which they are appurtenant. Maintenance and upkeep of each balcony, terrace or porch shall be the exclusive responsibility of the unit owner or owners to which that balcony, terrace or porch shall be appurtenant. The areas, rooms and spaces which are not within the boundaries of a condominium unit are common elements or limited common elements and shall be used, occupied, dealt with and managed as provided for in The Condominium Act and hereafter in this Declaration of Condominium.

A. Each numbered unit shall have as its boundary lines the interior unpainted finished surfaces of the ceiling, floor and perimeter walls. All bearing walls located within a unit constitute part of the common elements up to the unpainted finished surface of said walls. All doors, be they glass or otherwise, which are in the perimeter walls of a unit shall be a part of the unit up to the exterior unfinished surface thereof.

B. The boundary lines of each terrace, balcony or porch are the interior vertical surfaces thereof and the exterior unpainted unfinished surface of the perimeter balustrade or railing abutting the porch, terrace or balcony, or, if said terrace, balcony or porch is enclosed, the exterior unfinished surface of the perimeter wall and the interior finished surfaces of the floor and ceiling of said porch.

C. Each condominium parcel includes the undivided interest of each unit owner in and to the common elements, it being understood that all conduits and wires up to their outlets and all other utility lines and pipes up to their outlets, regardless of location, constitute parts of the common elements. Each condominium parcel includes the condominium unit together with the undivided share in the common elements which is appurtenant to the unit and the interior of each unit in any limited common elements appurtenant to that unit such as balconies.

## ARTICLE V

### SURVEY, PLOT PLAN, AND GRAPHIC DESCRIPTION OF IMPROVEMENTS

A. There is attached hereto as an exhibit and made a part hereof and recorded simultaneously herewith, a Survey, Plot Plan and Graphic Description of Improvements mentioned above, showing the units, common elements and limited common elements, their location and approximate dimensions in sufficient detail to identify them, and said Survey, Plot Plan and Graphic Description of Improvements and the notes and legends appearing thereon are made a part hereof and shall be deemed and identified as Exhibit B to this Declaration. Said Exhibit B has been certified to and in the manner required by Section 718.104(4)(e), Florida Statutes, The Condominium Act.

B. Limited common elements shall include balconies, terraces and patios. Parking spaces may be assigned to the units in the manner hereinafter provided. Subsequent to the recording of this Declaration of Condominium, the Developer or Condominium Association may assign the parking spaces not assigned to units herein in this Condominium to the various units. From and after the assignment of a parking space with respect to any condominium unit, such parking space or spaces shall constitute a parking space reserved to that particular unit and may not thereafter be removed from such designation without the written consent of the owner of the unit to which they are assigned. The Developer and Condominium Association in assigning from time to time the various parking spaces to the condominium units shall nevertheless be required to assign, or reserve until assigning, one parking space to or for each condominium apartment unit in the Condominium. Parking spaces assigned to a unit are reserved for the use of that unit and the owners and occupants of that unit to the exclusion of all other units. Any parking spaces not assigned shall, during the period when they are not assigned, be deemed to be used as directed by the Condominium Association.

## ARTICLE VI

### UNDIVIDED SHARES IN THE COMMON ELEMENTS, AND SHARE IN THE COMMON EXPENSES AND COMMON SURPLUS APPURTENANT TO EACH UNIT

The percentage of ownership of the common elements, which shall also be the percentage of sharing common expenses and the percentage of owning common surplus, appurtenant to each unit is attached hereto and made a part hereof as Exhibit C.

## ARTICLE VII

### CONDOMINIUM ASSOCIATION

The Association responsible for the operation of this Condominium is LIGHTHOUSE POINTE CONDOMINIUM ASSOCIATION, INC. The Association shall have all the powers, rights and duties set forth in this Declaration, the By-Laws and the rules and regulations enacted pursuant to such By-Laws. The Association is sometimes herein referred to as the Condominium Association, the Association or the Corporation. A copy of the Articles of Incorporation of the Association are appended hereto as Exhibit "D". No amendment to the Articles shall, however, change any condominium parcel or the share of common elements, common expenses or common surplus attributable to a parcel nor the voting rights appurtenant to a parcel unless the record owner or owners thereof and all record owners of liens upon such parcel or parcels shall join in the execution of such amendment.

## ARTICLE VIII

### BY-LAWS

The operation of the Condominium Property shall be governed by the By-Laws of the Condominium Association which are annexed to this Declaration as Exhibit "E" and made a part hereof.

## ARTICLE IX

### EASEMENT FOR INGRESS AND EGRESS

The undersigned does hereby create, as part of the common elements of LIGHTHOUSE POINTE, A CONDOMINIUM, for the benefit of all unit owners of LIGHTHOUSE POINTE, A CONDOMINIUM, a nonexclusive easement for ingress and egress over all streets, walks, and other rights-of-way serving the units of LIGHTHOUSE POINTE, A CONDOMINIUM, as shown on Exhibit B to this Declaration.

## ARTICLE X

### MEMBERSHIP IN THE CONDOMINIUM ASSOCIATION AND VOTING RIGHTS OF UNIT OWNERS

Every owner of a condominium unit whether he has acquired title by purchase from the Developer, the Developer's grantee, successor or assigns, or by gift, conveyance or by operation of law, is bound to and hereby agrees that he shall accept membership in the Condominium Association described in Article VII hereinabove and does hereby agree to be bound by this Declaration, the By-Laws of the Condominium Association and the rules and regulations enacted pursuant thereto and the provisions and requirements of The Condominium Act and of the lawful amendments thereto. Membership is automatic upon acquisition of ownership of a condominium unit and may not be transferred apart and separate from a transfer of the ownership of the unit.

Membership shall likewise automatically terminate upon sale or transfer of the unit, whether voluntary or involuntary.

The owner of every condominium unit shall accept ownership of said unit subject to restrictions, easements, reservations, conditions and limitations now of record and affecting the land and improvements constituting the Condominium Property.

Subject to the provisions and restrictions set forth in the By-Laws of the Condominium Association, each apartment condominium unit owner is entitled to one vote in the Condominium Association for each apartment condominium unit owned by him. Voting rights and qualifications of voters and membership in the Corporation are more fully stated, qualified and determined by the provisions of the Articles of Incorporation of the Association and by its By-Laws, which By-Laws are attached hereto and made a part hereof as Exhibit 4. Whenever a particular numerical or percentage vote is called for or provided for in this Declaration or in the By-Laws, unless the particular provision describing the vote required shall specifically require to the contrary, the vote required shall be that percentage or fraction of the total number of votes of the condominium unit owners present and voting or, if the provision involved so requires, of the total number of votes entitled to be voted on the matter. Unless a particular provision shall require otherwise, a majority vote of the number of votes of unit owners present and voting and entitled to vote on any matter shall be controlling, providing a quorum is present.

## ARTICLE XI

### AMENDMENT TO DECLARATION

A. Except as elsewhere provided in this Declaration, this Declaration may be amended from time to time by resolution adopted at any regular or special meeting of the unit owners of the Condominium called in accordance with the By-Laws at which a quorum is present, such adoption to be by the affirmative vote of a majority of the total number of votes to which the unit owners present and voting shall be entitled. Such amendment shall be duly recorded in compliance with requirements of The Condominium Act. No amendment shall change any condominium parcel nor the share of the common elements, common expenses or common surplus attributable to any parcel, nor the voting rights appurtenant to any parcel, unless the record owners or owner thereof and all record owners of liens upon such parcel or parcels shall join in the execution of such amendments.

B. The provisions of Paragraph A above notwithstanding, no provisions of this Declaration or of the By-Laws of the Condominium Association which requires to be effective, operational or to be enacted, a vote of the unit owners greater than that required in Paragraph A above, shall be amended or changed by any amendment to this Declaration or to the By-Laws of the Condominium Association insofar as they appertain to said provision or provisions, unless in addition to all other requirements of Paragraph A above being met, said amendment or change shall be approved by a vote of the membership not less than that required by this Declaration or the By-Laws, whichever shall be applicable, to effect such provision or provisions. Furthermore, no amendment or change to this Declaration or to the By-laws shall be effective to affect or impair the validity or priority of any mortgage encumbering a condominium parcel or parcels

without the written consent thereto by all of the mortgagees owning and holding the mortgage or mortgages encumbering the said parcel or parcels, which consent shall be executed with the formalities required for deeds and recorded with the aforesaid amendment.

C. The provision of Paragraphs A and B to the contrary notwithstanding, if it shall appear that through scrivener's error all of the common expenses or interest in the common surplus or all of the common elements in this Condominium have not been distributed in this Declaration such that the sum total of the shares of common elements which have been distributed or the shares of the common expenses or ownership of common surplus fails to equal 100%; or, if it shall appear that through such error more than 100% of the common elements or common expenses or ownership of the common surplus shall have been distributed; or, if it shall appear that through scrivener's error a unit has not been designated an appropriate undivided share of the common elements, common expense or common surplus; or, if it appears that there is an omission or error in this Declaration or in any of the Condominium Documents required by Law to establish this Condominium, the Condominium Association may correct the error and/or omission by an amendment to this Declaration and/or the other Documents by simple resolution of the Board of Directors of the Condominium Association approved by a majority of the whole number of Directors or by a majority vote of the unit owners voting at a meeting of unit owners (members of the Association) called at least in part for that purpose, at which a quorum is present. If such an amendment, considered and approved pursuant to this Paragraph, materially adversely affects property rights of unit owners, the unit owners whose property rights are so materially adversely affected must consent to the amendment in writing for the amendment to become effective. If the amendment, considered and approved pursuant to this Paragraph modifies the shares of common expense, common elements or common surplus appurtenant to one or more units, then the owners of the units and the owners of liens upon the units for which changes in the shares of common elements, common expense or common surplus are being made must consent in writing to such amendment for such amendment to be effective. For the purpose of this Paragraph, no unit owner's property rights shall be deemed to be materially adversely affected nor shall his share of the common elements, common expense or common surplus be deemed modified for reason of the modification of the shares of common expense, common elements or common surplus appurtenant or attributable to another unit.

## ARTICLE XII

### RESTRICTIONS

All unit owners, in addition to any other obligation, duty, right and limitation imposed upon them by this Declaration, the Articles, the By-Laws, and The Condominium Act, shall be subject to and agree to abide by the following restrictive covenants which shall be applicable to all unit owners, their families, guests, invitees, tenants and lessees, to-wit:

A. No unit shall be used for any purpose other than single-family residential use. A "single family" shall be defined as: one person living alone; or two persons related by blood, marriage or adoption, and their immediate family; or two persons living together as a single housekeeping unit.

B. All unit owners shall keep and maintain the interior of their respective units in good condition and repair, including the entire air conditioning system (compressor, ducts, vents, etc.) servicing the respective owners' apartments, whether inside or outside owners' apartments, and shall promptly pay for all utilities which are separately metered to the units.

C. Without prior written approval of the Board of Directors of the Association, no unit owner shall cause any sign of any nature whatsoever to be posted or affixed to any of the common elements, or in his respective unit, if such sign may be seen from any portion of the common elements, except for nameplates, which shall be uniform in size and design and approved by the Board of Directors.

D. No more than two (2) pets, with a combined maximum weight of sixty (60) pounds, shall be permitted to be kept in any condominium units, provided that no pet shall disturb other unit owners or in any way create a nuisance to other unit owners or to the condominium property generally. No pit bulls or other dangerous breeds are permitted. No pets are permitted to be brought to the condominium by renters, or guests. Pets in excess of the two-pet limit, which are currently in residence, will be grandfathered, if registered with the Association within thirty (30) days of the adoption of this amendment.

E. A unit owner shall be liable to the Association for damage to the common elements caused by the unit owner, or the invitee or lessee of the unit owner. In case of such damage, the unit owner will receive notice and have the opportunity to reimburse the Association for the costs of damage repairs incurred. In the event the unit owner does not pay, following receipt of such notice, the costs of the Association repairs will be assessed against the particular unit. This assessment shall be collected and subject to the Association's lien and foreclosure rights, as set forth in this Declaration. Each unit owner agrees to use the common elements only in accordance with such reasonable rules and regulations as are promulgated from time to time by the directors of the Association for the use thereof.

F. All common hallways and passages shall be kept free for their intended use by the unit owners in common, and shall in no event be used as storage areas by the individual unit owners, either on a temporary or permanent basis.

G. No clothing, bedding or other similar items shall be dried or aired in any outdoor area, nor shall same be dried or aired in any unit where such clothing, bedding or other similar items may be seen from the common elements.

H. All garbage or trash shall be placed in the disposal installations provided for such purposes by the Association.

I. All occupants of units shall exercise care about making noise, or in the use of musical instruments, radios, televisions and amplifiers that may tend to disturb the other occupants.

J. No unit shall be permanently occupied by more than two persons for each bedroom in the unit.

K. Unit owners or approved lessees of owners' units shall be permitted to have visitor occupants of any age for up to three weeks during any six-month period, or a maximum of six weeks in any twelve-month period, with respect to each such visitor.

L. No alteration of, or addition to, a unit shall be made, nor shall the color of the exterior of a unit be changed including the exterior portion of the unit that is within the patio enclosure, without the prior approval of the Board of Directors of the Association, or such other body as the Board of Directors may designate (the "approving body"). The approving body may base its approval or disapproval on considerations of safety, health, esthetics or such additional or alternative criteria as may be established by the Board of Directors.

M. Notwithstanding any provision of this Declaration to the contrary, no unit owner may lease or rent his unit for a period of less than one (1) month.

In the event a unit owner is in violation of the terms and provisions of any portion of the condominium documents, and, after notification by the Board of Directors, continues the violation, and in the event it becomes necessary for the Directors to bring a legal proceeding for the enforcement and/or the abatement, as the case may be, of any provision of the condominium documents, then in such event the unit owner shall pay the costs and expense for such legal proceedings, including reasonable attorneys' fees, together with reasonable attorneys' fees for any appellate proceedings.

In addition, the Association shall be entitled to recover any non-litigation or pre-litigation fees incurred as a result of hiring legal counsel to enforce the Documents, when the matter is resolved without court or arbitration action. Such fees shall be an assessment against the unit which was involved in the violation, and shall be collected in the same manner as any other assessment, as provided elsewhere in this Declaration.

The Association shall have the right to make and amend reasonable rules and regulations respecting the use of the Property in the Condominium as is provided for in the Articles.

## ARTICLE XIII

### CONVEYANCES

In order to assure a community of congenial residents and occupants and protect the value of the units and to further the continuous harmonious development of the condominium community, the sale, lease and mortgage of apartments shall be subject to the following provisions which shall be covenants running with the land so long as the Condominium Property shall be subject to the condominium form of ownership under the laws of the State of Florida:

A. In the event of an attempted conveyance in contravention of the directions herein contained, the Condominium Association shall have the right to enforce these provisions by legal proceedings, by injunctive proceedings, or by any legal means calculated to produce compliance.



B. A unit owner intending to make a bona fide sale or lease of his parcel or any interest therein shall give to the Association a written notice of his intention to sell or to lease, together with the name and address of the intended purchaser or lessee, and such other information as the Association may reasonably require, and the terms of the proposed transaction. The giving of such notice shall constitute a warranty and representation by the unit owner that he believes the proposal to be bona fide in all respects.

C. No sale, transfer, lease or conveyance of a condominium unit shall be valid without the approval of the Condominium Association except in the cases elsewhere provided in this Declaration, which approval shall not be unreasonably withheld. Approval shall be in recordable form, signed by an executive officer of the Association and shall be delivered to the purchaser or lessee and made a part of the document of conveyance.

D. Failure of the Association to act in thirty (30) days shall be deemed to constitute approval in which event the Association must on demand prepare and deliver approval in recordable form.

E. The provisions of this Article XIII shall apply to original and all successive sales, leases, transfers, subleases or assignments.

F. No unit owner shall sell or lease nor shall approval be given until and unless all assessments past and due are paid or their payment provided for to the satisfaction of the Association and unless the proposed lessee can qualify as to the use restrictions.

G. If a unit owner shall lease his unit, he shall remain liable for the performance of all agreements and covenants in the Condominium Documents and shall be liable for the violations by his lessee of any and all use restrictions.

H. Every purchaser or lessee who acquires any interest in a condominium unit shall acquire the same subject to this Declaration, the provisions of the By-Laws of the Condominium Association, and the provisions of The Condominium Act.

I. Should any condominium unit at any time become subject to a mortgage or similar lien given as security, in good faith and for value, the holder thereof (hereinafter called the "Mortgagee"), upon becoming the owner of such interest through foreclosure of that mortgage or deed in lieu of foreclosure, shall have the unqualified right to sell, lease or otherwise dispose of said unit, including the fee ownership thereof, without complying with the provisions of Paragraphs C through F above; provided, however, that in all other respects the provisions of this Declaration, the By-Laws of the Association and the provisions of The Condominium Act shall be applicable thereto; and provided further that nothing herein contained shall be deemed to allow or cause a severance from the condominium unit of the share of the common elements and limited common elements or other appurtenances of said unit. Once the Mortgagee mentioned above has sold, transferred or conveyed his fee simple interest to any person whomsoever, the provisions of Paragraphs C through F above shall again be fully effective with regard to subsequent sales or conveyances of said unit.

## ARTICLE XIV

### RIGHTS OF HEIRS AND DEVISEES OF DECEASED UNIT OWNERS

A. If the owner of a condominium parcel should die and the title to the parcel shall pass to his surviving spouse or to any member of his family regularly in residence with him in the condominium parcel prior to this death, who is over the age of eighteen (18) years, then such successor in title shall fully succeed to the ownership, rights, duties and obligations of the unit owner, the provisions of Article XIII of this Declaration notwithstanding.

B. If the title to the condominium parcel of such deceased owner shall pass to any person, other than a person or persons designated in Paragraph A above, then within ninety (90) days of such person or persons taking title, occupancy or possession of the parcel of the deceased owner, he shall advise the Association in writing of his intention of residing in the parcel and of his or their current address. The Association shall have thirty (30) days thereafter to advise said person or persons in writing, delivered or mailed to the said current address, whether his or their occupancy and ownership of the parcel is approved. The failure of the Association to give such advice within the said thirty (30) days shall be deemed automatic approval. If the Association does not approve the ownership and/or occupancy of the parcel by said person or persons and so notifies them, said person or persons shall remain in occupancy only until the Association or such other person or persons shall have procured a purchaser acceptable to the Association for said parcel at a fair market value therefor, established by the Association, which value shall be conclusive upon all persons for all purposes unless grossly inadequate or fraudulent. Thereupon, the person or persons having title, possession and/or occupancy of said parcel shall execute such papers and documents as the Association may require to effect the transfer of title, possession and occupancy of the parcel to such purchaser, which purchaser may be the Association.

C. Nothing in this Article XIV shall be deemed to reduce, forgive or abate any amounts due the Association from the unit owner at the time of his death, nor the assessments attributable to the unit becoming due after the owner's death, all of which shall be fully due and payable as if the unit owner had not died.

D. Nothing herein shall prevent the sale and transfer of a condominium parcel by the owner thereof in the manner otherwise provided in this Declaration.

## ARTICLE XV

### ASSESSMENTS

A. The Condominium Association, through its Board of Directors, shall have the power to make and collect assessments, special assessments and such other assessments as are provided for by The Condominium Act, this Declaration and the By-Laws.

B. Common expenses shall include but not be limited to costs and expenses of operation, maintenance and management, property taxes and assessments against the Condominium Property (until such time as any of such taxes and assessments are made against

the condominium parcels individually and thereafter only as to such taxes or assessments, if any, as may be assessed against the Condominium as a whole), insurance premiums for fire, windstorm and extended coverage insurance on the Condominium real property and personal property, premiums for public liability insurance, legal and accounting fees, management fees and operating expenses of the Condominium Property and the Association; maintenance, repairs and replacements (but only as to the common elements and limited common elements, except for emergency repairs or replacements deemed necessary to protect the common elements and property chargeable to the individual condominium parcel concerned), charges for utility and water used in common for the benefit of the Condominium, cleaning and janitorial services for the common elements and limited common elements, expenses and liabilities incurred by the Association in and about the enforcement of its rights and duties against the members or others, and the creation of reasonable contingency or reserve requirements for the protection of the members and the Condominium Property (i.e., reserve for replacements, operating reserve to cover deficiencies in collections), Association social events, and all other expenses declared by the Board of Directors of the Association to be common expenses from time to time, and any and all other sums due from the Association under any lease, contract or undertaking for recreational facilities.

C. The Association shall estimate from time to time the amount of common expenses it expects to incur and the period of time involved therein and may assess sufficient monies from unit owners to meet this estimate. Assessments for common expenses shall be borne by unit owners in the proportions or shares set forth in Article VI hereof pertaining thereto. Assessments shall be payable monthly or in such other installments and at such times as may be fixed by the Board of Directors.

D. Should the Association, through its Board of Directors, at any time determine that the assessments made are not sufficient to pay the common expenses, or, in the event of emergencies, the Board of Directors shall have authority to levy and collect additional assessments to meet such needs of the Association.

E. All notices of assessments from the Association to the unit owners shall designate when they are due and payable. Assessments and installments thereof not paid when due shall bear interest from due date at the highest rate allowed by law. In addition to interest, the Association may charge an administrative late fee in the amount of \$25.00, or 5% of the assessment installment due, whichever is higher, or such other amount as may be provided by Chapter 718, Florida Statutes, as amended from time to time, for each delinquent installment that the payment is late. All payments on account shall first be applied to interest and late fees, if any, then to costs and reasonable attorneys' fees incurred in collection, and then to the oldest balance of the assessment due. Any accrued interest and late fees shall be secured by the Association's lien under this Declaration and the Florida Law. Both interest and late fees will be charged once the assessment or installment thereof is sixty (60) days or more delinquent or if payments are late three (3) or more times in a 12-month period.

## ARTICLE XVI

### LIEN OF THE ASSOCIATION

The Association shall have a lien on each condominium unit for any unpaid assessment and interest and late fees thereon against the unit owner of each condominium unit as provided in The Condominium Act. In the event such lien is asserted or claimed, the delinquent unit owner agrees to pay reasonable attorneys' fees sustained by the Association incident to the collection of such unpaid assessment or the enforcement of such lien and the said lien shall also secure the payment of such attorneys' fees. Said lien shall be effective from and after its recording in accordance with the provisions of The Condominium Act, and shall otherwise be enforceable as provided in The Condominium Act. The lien shall be deemed to be prior to and superior to the creation of any homestead status, and every purchaser of a condominium unit interest hereby consents to the imposition of such lien prior to any homestead status. This lien shall be inferior and subordinate to the lien of an institutional mortgagee.

## ARTICLE XVII

### PROVISIONS REGARDING TAXATION

The Condominium Act provides that property taxes and special assessments shall be assessed against and collected on the condominium parcels and not upon the Condominium Property as a whole. Such taxes, when assessed, shall be paid by each parcel owner in addition to the payment of such parcel owner's share of the common expenses.

Whenever a tax is assessed against the Condominium Property as a whole instead of against each parcel it shall be treated as a common expense in accordance with the provisions of this Article XVII.

## ARTICLE XVIII

### MAINTENANCE AND REPAIRS

A. The owner of each condominium unit at his own expense shall see to and be responsible for the maintenance of his unit and all equipment and fixtures therein, including but not limited to all air conditioning equipment (including compressors for his unit located within a unit or on the common elements), and must promptly correct any condition which would, if left uncorrected, cause any damage to another unit, and shall be responsible for any damages caused by his willful, careless or negligent failure to act. Furthermore, the owner of each unit shall at his own expense be responsible for the upkeep and maintenance, including but not limited to painting, replastering, sealing and polishing, of the interior finished surfaces of the perimeter walls, ceiling and floor which constitute the boundary lines of the unit (including the attached balconies, terraces or patios); and such owner shall at his own expense maintain and replace when necessary all screening within his unit and within the perimeter walls of his unit (including its attached balconies, terraces or patios); and all window and plate glass in windows, window frames, operating mechanisms, and plate glass in the perimeter walls of the unit and its attached

balconies, terraces or patios; and all doors and door hardware serving the unit. In addition, the owner of the unit shall at his own expense be responsible for all ducts, plumbing, utility connections, and the like which service only that unit, wherever located. The unit owner will be responsible for electrical connects within the unit and up to the unit's breaker panel; and for plumbing lines within the unit and up to the cut off valve for the unit. The unit owner is responsible to maintain, operate, repair and replace any hurricane shutters installed by that owner for his/her unit. The foregoing maintenance and repair obligation notwithstanding, the Condominium Association, in the exercise of its discretion, may require established levels of maintenance and upkeep of the various apartment unit owners with respect to their balconies, terraces or patios and may reasonably regulate and control and make rules relating to the appearance, painting and decorating and utilization of the balconies, terraces or patios. The Condominium Association may likewise undertake the painting, maintenance and/or repair of all exterior walls of the Condominium, whether or not falling within a balcony, terrace or patio, balustrade or railing, as part of any overall program of maintenance and repair. Unit owners will be individually responsible for the maintenance of the electrical system and electrical distribution systems within their own units from and including the fuse box applicable and servicing the unit inward; that is to say, in respect of all distributor lines servicing only the apartment and outlets within the apartment. It shall be the responsibility of the Association to maintain and repair the electrical system and distribution lines up to the individual unit fuse boxes.

B. Except as provided in Paragraph A above and elsewhere in this Declaration, the Association shall be responsible for and see to the maintenance, repair and operation of the common elements and limited common elements of the Condominium. This shall include the limited common element spiral stairs which extend from the first floor unit balcony to the ground level of Units 101, 102, 103, 104, 105, and 106, and this obligation will supersede previously recorded Covenants Running With The Land affecting maintenance, repair and replacement of the spiral stairs for each of these Units. The Association shall have all the power necessary to discharge this responsibility and may exercise these powers exclusively if it so desires, or may delegate them as elsewhere provided for in this Declaration or in the By-Laws of the Association.

C. In the event a unit owner fails to maintain or repair his/her unit as required, the Association is authorized to perform the maintenance or repair, and the costs of the maintenance or repair will be paid by the unit owner. In case of an owner's failure to maintain or repair the unit, the unit owner will first receive notice and have the opportunity to do the required work. If the unit owner fails to do so, the Association will arrange for the maintenance or repair to the unit, and in the event the unit owner does not pay, the costs of the Association repairs will be assessed against the particular unit. This assessment shall be collected and subject to the Association's lien and foreclosure rights, as set forth in this Declaration.

## ARTICLE XIX

### ALTERATION OF UNITS

A. No owner of a condominium unit shall make or cause to be made any structural modifications or alterations in his unit, or in the water, gas, electrical, plumbing, air conditioning

equipment or utilities therein, without the consent of the Association, which consent may be withheld in the event the Board of Directors determines that such structural alteration or modification would in any manner endanger the building. If the modification or alteration desired by a unit owner involves the removal of any permanent interior partition, the Association may permit same if the same is not a load bearing partition and if the same does not interfere with any common utility source. No unit owner shall cause any improvements or changes to be made to the exterior of the building, including but not limited to painting, installation of electric wires, TV antennae or air conditioning units which may protrude through the walls or roof of the building, install hanging plants or lights on balconies, terraces, patios or exterior walls, or in any other manner change the appearance of the exterior of the building or any portion of the building not totally within the unit, without consent of the Association. No unit owner nor any other person shall install upon the roof or exterior of the Apartment Building upon the Condominium Property, or upon the common elements or limited common elements of the Condominium, any TV antennae, radio antennae, electric, electronic or electro-mechanical device, decorative item or affixed furnishing without the consent of the Association.

B. Provisions of Paragraph A to the contrary notwithstanding, with the permission of the Condominium Association or of the Developer, abutting condominium apartment units may be physically combined into a single dwelling, but they shall nevertheless, for all other pertinent purposes including but not limited to assessments, attribution of common elements and voting, be deemed separate units. Units which have been or are combined to form one dwelling may be severed into their component units (separate units) at any time the owner of the combined units so desires. Any construction or modification of the interior of such units as may be required to effectuate the severance of the combined units into separate units shall be subject to the approval of the Board of Directors of the Condominium Association, which approval shall not be unreasonably withheld. Such modifications for the combining or severing of combined units shall in any and all events be accomplished at the sole expense of the unit owner or owners of the combined units and not at the expense of the Condominium Association. Nothing herein shall be deemed to require the Association or the Developer to approve any structural modification which involves the weakening, movement or significant modification of any load bearing element. Furthermore, nothing herein shall be deemed to require the Condominium Association or the Developer to approve any modification which will alter the exterior appearance of the Condominium Apartment Building in which the combined units being severed into its component units is located or in which the separate units being combined are located.

## ARTICLE XX

### ALTERATIONS, ADDITIONS AND IMPROVEMENTS TO COMMON ELEMENTS

The Association shall have the right to make or cause to be made substantial and material alterations, improvements and additions to the common elements, in accordance with the following provisions:

1. The Board of Directors has the authority to make alterations, improvements and additions to the common elements, when the cost of such work does not exceed five percent (5%) of the Association's annual revenue.

2. When the cost exceeds 5% of the Association's annual revenue, such alterations, improvements or additions to the common elements require the approval of sixty (60%) percent of the votes cast, in person or by proxy, at a meeting of the membership at which a quorum is present.

## ARTICLE XXI

### LIABILITY INSURANCE

The Board of Directors of the Association shall obtain liability insurance in such amounts as the Board of Directors may determine from time to time for the purpose of providing liability insurance coverage for the common elements and limited common elements of this Condominium. The Board of Directors shall collect and enforce payment of a share of the premium for such insurance from each unit owner as an assessment in accordance with the percentages set forth in Article VI of this Declaration. Each individual unit owner shall be responsible for the purchasing of liability insurance for accidents occurring in his own unit. In accordance with the provisions of The Condominium Act, the liability of a unit owner for common expenses shall be limited to amounts for which he is assessed from time to time in accordance with The Condominium Act, this Declaration and the By-Laws. The owner of a unit shall have no personal liability for any damages caused by the Association on or in connection with the use of the common elements except to the extent that and only if the law mandates such personal liability. The liability coverage, if available, should be minimum limits of not less than \$1,000,000.00.

A unit owner shall be liable for injuries or damages resulting from an accident in his own unit to the same extent and degree that the owner of a house would be liable for an accident occurring within the house. If there shall become available to Condominium Associations a program of insurance which will not only insure the Association's liability and the liability of unit owners with respect to the common elements and limited common elements, but also the liability of individual unit owners with respect to the interior of their units, then the Association may obtain such liability insurance coverage protecting both the Condominium Association and the unit owner against all liabilities for damage to persons and property whether occurring within or without a unit, and the premium therefor shall be a common expense. If it shall appear that condominium unit owners in such a program of insurance are entitled to elect additional coverages or excess coverages above those coverages elected by the Association for all unit owners, then the Association may require the individual unit owners selecting the excess coverage to pay the reasonable premium for such additional or excess coverage.

## ARTICLE XXII

### PROVISIONS FOR CASUALTY INSURANCE, PAYMENT OF PROCEEDS, RECONSTRUCTION, INSURANCE TRUSTEE

A. PURCHASE OF INSURANCE. The Board of Directors of the Association shall keep the Condominium Property insured. The Condominium property shall include all the buildings erected upon the land, all fixtures and personal property appurtenant thereto owned or used by the Association or constituting part of the common elements or limited common elements and all units contained therein. The insurance shall insure the interest of the Association and all unit owners and their mortgagees as their interests may appear against loss or damage by fire and hazards covered by a standard coverage endorsement and such other risks of a similar or dissimilar nature as are customarily covered with respect to buildings similar in construction, location and use to the buildings erected upon the Condominium Property, in an amount which shall be equal to the maximum insurable replacement value as determined no less than every four (4) years by the insurance carrier if such insurance is reasonably available. Because of the location of the Condominium Property, the Association is authorized to obtain and accept a policy with a deductible clause if the Association cannot reasonably obtain coverage without such a clause. The Directors shall have no liability to the Association, the members or any other person for the failure to obtain insurance without a deductible clause and/or for the failure to obtain insurance in the full amount of the coverage required hereunder if, in good faith, a majority of their whole number shall have determined that such insurance is not reasonably available.

B. ASSURED AND LOSS PAYABLE. All casualty insurance policies purchased by the Association hereunder shall be for the benefit of the Association and all unit owners and their mortgagees as their interests may appear and shall provide that all proceeds covering casualty losses of \$15,000.00 or less shall be paid to the Association. Any sum in excess of \$15,000.00 shall be paid to an insurance trustee. An insurance trustee shall be the Board of Directors of the Association. Said trustee is herein referred to as the "Insurance Trustee". The Insurance Trustee shall not be liable for the payment of premiums or the sufficiency of premiums nor for the failure to collect any insurance proceeds. The Insurance Trustee shall be responsible only for monies which come into its possession and only for its willful misconduct, bad faith or gross negligence. The duty of the Insurance Trustee shall be to receive such proceeds as are paid to it and to hold the same in trust pursuant to the terms of the Insurance Trust Agreement between the Association and the Insurance Trustee, which shall not be inconsistent with any of the provisions herein set forth.

C. PAYMENT OF PREMIUMS TRUSTEE'S EXPENSES AND COLLECTION. The Board of Directors shall collect and pay the premiums for casualty insurance and all fees and expenses of the Insurance Trustee as a part of the common expenses for which assessments are levied. Each unit owner shall pay and be responsible for casualty insurance premiums and all fees and expenses of the Insurance Trustee in the same manner as all other assessments. Should the Association fail to pay such premiums when due, or should the Association fail to comply with other insurance requirements reasonably required by the mortgagee holding the greatest



dollar volume of unit mortgages, said mortgagee shall have the right, at its option, to order insurance policies and to advance such sums as are required to maintain or procure such insurance, and to the extent of the money so advanced, said mortgagee shall be subrogated to the assessment and lien rights of the Association as against the individual unit owners for the payment of such item of common expense.

D. MANDATORY REPAIR. Unless there occurs substantial damage or destruction to all or a substantial part of the Condominium Property as hereinafter defined, and subject to the provisions hereinafter provided, the Association and the unit owners shall repair, replace and rebuild the damage caused by casualty loss, which shall be borne by the unit owners in proportion to the shares of the common elements as set forth in Article VI of this Declaration.

E. DETERMINATION OF DAMAGE AND USE OF PROCEEDS.

Immediately after a casualty damage to any part of the Condominium Property, the Board of Directors shall obtain reliable and detailed estimates of the cost necessary to repair and replace the damaged property to a condition as good as the condition that existed prior to the casualty loss, provided that if a casualty causing damage is limited to a single unit, then it shall be the responsibility of that unit owner to obtain estimates of the cost of replacement as aforesaid. If the net proceeds of insurance are insufficient to pay the estimated cost of reconstruction and repair, the Board of Directors shall promptly, upon determination of deficiency, levy a special assessment against all unit owners for that portion of the deficiency related to common elements and limited common elements in accordance with the percentages set forth in Article VI of this Declaration and against the individual unit owners for that portion of the deficiency related to individual damaged units; provided, however, that if in the opinion of the Board of Directors it is impossible to accurately and adequately determine the portion of the deficiency relating to individual damaged units, the Board of Directors shall levy the special assessment for the total deficiency against each of the unit owners according to the percentages set forth in Article VI, except as provided in Paragraph I below.

Unless there occurs substantial damage to or destruction of all or a substantial portion of the Condominium Property and the unit owners fail to elect to rebuild and repair as provided in Paragraph F below, the Insurance Trustee shall disburse the net proceeds and the funds collected by the Board of Directors from the assessment hereinabove set forth to repair and replace any damage or destruction of property, and shall pay any balance remaining to the unit owners and their mortgagees as their interests may appear. The proceeds of insurance and the funds collected by the Board of Directors from the assessments as hereinabove provided shall be held by the Insurance Trustee in trust for the uses and purposes herein provided. The Insurance Trustee shall have no obligation or duty to see that the repairs, reconstruction or replacements required hereunder are performed or accomplished, but such duty shall be the Association's.

F. TOTAL DESTRUCTION. As used in this Declaration, and in any other connection or context dealing with this Condominium, "substantial damage to or destruction of all or a substantial portion of the Condominium Property" shall mean:

1. The total estimated cost of construction or repairs to reconstruct or restore the improvements to their former condition or bring them into compliance with applicable laws exceeds the combined fair market value of the units in the Condominium after the completion of the reconstruction or repairs; or

2. It is not possible to operate or reconstruct the Condominium to its original physical configuration because of changes to land use laws or regulations.

If either of these two provisions applies, the Condominium may be terminated by approval of a majority of the votes cast at a duly-noticed membership meeting at which a quorum is present.

G. ASSOCIATION AS AGENT. The Association is hereby irrevocably appointed agent for each unit owner to adjust all claims arising under insurance policies purchased by the Association, and to execute releases thereof. No releases with respect to any unit upon which there exists a mortgage lien shall be satisfied without the consent, in writing, of the mortgagee.

## ARTICLE XXIII

### MORTGAGES AND MORTGAGEES

A. An owner who mortgages his condominium parcel must notify the Association of the name and address of his mortgagee and the Association shall maintain such information in a register which shall, among other things, contain the names of all the owners of condominium parcels and the names of mortgagees holding mortgages on condominium parcels. The failure to notify the Association of the existence of a mortgage shall in no way impair the validity of the mortgage. If an owner mortgages his condominium parcel he shall not be permitted to modify, alter or change the physical aspect of the apartment without the written permission of the mortgagee. The Association shall, at the request of a mortgagee, report any unpaid assessments due from the owner of the condominium parcel encumbered by the mortgage owned by that mortgagee.

B. If the holder of a first mortgage of record obtains title to the condominium parcel as a result of a foreclosure of the first mortgage or as result of a deed given in lieu of foreclosure, such acquirer of title and his successors and assigns shall be liable for such amounts as are due under the provisions of Chapter 718, Florida Statutes, as amended from time to time. Any statutory limits will not apply if the unpaid assessments are secured by a claim of lien for assessments recorded prior to the recording of the mortgage which is foreclosed or for which a deed was given in lieu of foreclosure. In that case, the lender will be jointly and severally liable for all unpaid assessments due and owing up to the time of transfer of title.

C. "Institutional mortgagee", sometimes referred to as "mortgagee" herein, shall be defined as a bank or savings and loan association or an insurance company or a title insurance company or a pension trust or real estate investment trust, or other private or governmental institutions which are regularly engaged in the business of mortgage financing, or a subsidiary of any of the foregoing or a designee of any of the foregoing, or any of the foregoing who acquires

an institutional mortgage as herein defined, by assignment or through mesne assignments from a non-institutional mortgagee.

## ARTICLE XXIV

### RECREATIONAL FACILITIES

A. The recreation areas and facilities to be owned as common elements by all unit owners consist of one swimming pool and a swimming pool deck area, as more particularly described on Exhibit B attached hereto. These facilities shall be owned as common elements in the percentages described in Article VI above. The use of the recreational facilities by the unit owners shall be by virtue of their ownership of a unit in the Condominium, together with the undivided interest in the common elements, which will include the improved recreation areas.

B. The Condominium Association, upon recommendation of a majority of its Board of Directors and with the consent of a majority of the Associations' members and subject to the requirements of Paragraph D below, may from time to time acquire and enter into agreements whereby it acquires leaseholds, memberships and other possessory or use interests in lands or facilities, including, but not limited to, country clubs, golf courses, marinas and other recreational facilities, whether or not contiguous to the lands of the Condominium, intended to provide for the enjoyment, recreation or other use or benefit of the unit owners. Such agreements shall provide the manner in which they may be amended, otherwise an amendment shall require all the approvals set forth in this Paragraph B and Paragraph D below.

C. So long as the Association shall be subject to the provisions, covenants, conditions or promises contained in any agreement, lease or other undertakings entered into under the authority of this Article XXV, this Article may not be modified, amended or changed in any regard without the consent in writing of the lessor therein or the equivalent party, if he be not properly denominated "lessor", which consent shall be evidenced by said lessor or equivalent party joining in the execution of the certificate of amendment with the formalities required for deeds.

D. The provisions of Paragraph B above notwithstanding, mortgagees holding first mortgages on any unit or units shall, if they acquire such units by foreclosure or deed in lieu of foreclosure, take such unit or unit exempt from and free and clear of any of the terms and obligations and without the use benefits of such agreements entered into under the authority granted in Paragraph B above to the same extent and effect as if such agreements did not exist, unless such mortgagee or subsequent owner of such unit taking title through such mortgagee shall at any time consent in writing to such agreement or agreements, in which case the exemption granted in this Paragraph D shall thereafter not apply to such unit or units. The exemption granted in this Paragraph D shall include, but not be limited to, an exemption from the payment of the prorata share of any rent, license fees, use fees, maintenance charges or other exactions imposed upon the Condominium Association and/or its unit owners under the terms of such agreements, whether or not such impositions or obligations shall constitute common expenses of the Condominium. If, however, at or before the time the Association enters into such agreement or agreements, a majority of the first mortgagees of the units in the

Condominium shall approve said agreement or agreements, then the exemption provided for in this Paragraph D shall not apply to any unit in the Condominium.

#### ARTICLE XXV

##### SEPARABILITY OF PROVISION

Invalidation of any of the covenants, conditions, limitations or provisions of this Declaration or in the By-Laws of the Condominium Association or of The Condominium Act shall in no wise affect the remaining part or parts hereof which are unaffected by such invalidation and the same shall remain effective.

#### ARTICLE XXVI

##### TERMINATION

The provisions for termination contained in Paragraph F of Article XXII of this Declaration are in addition to the provisions for voluntary termination provided for by The Condominium Act as amended from time to time. In addition, the Condominium may be voluntarily terminated if a plan of termination is approved by at least seventy-five percent of the total voting interests in the Association.

#### ARTICLE XXVII

##### EASEMENTS FOR ENCROACHMENTS

All the Condominium Property and all the condominium units and the common elements and the limited common elements shall be and are singly and collectively subject to easements for encroachments which now or hereafter exist or come into being, caused by settlement or movement of the building or other improvements upon the Condominium Property, or caused by minor inaccuracies in construction or reconstruction of the building or such improvements upon the Condominium Property, which encroachments shall be permitted to remain undisturbed and such easements shall and do exist and shall continue as valid easements so long as such encroachments exist. A valid easement for the maintenance of such encroachments is herein created so long as such encroachments stand.

#### ARTICLE XXIII

##### MISCELLANEOUS PROVISIONS

A. RIGHT OF ENTRY. The Condominium Association, its officers, directors agents and employees, shall at all times have the right to enter the condominium units at reasonable times for the purposes of inspecting the common elements, gaining access to the common elements, or making repairs or otherwise maintaining the Condominium Property, or to abate emergency situations which threaten damage to the Condominium Property or any of it.

B. SPECIAL PROVISIO REGARDING PARKING. The Condominium Association may adopt reasonable rules and regulations which shall provide a manner in which parking spaces may, in the absence of the use thereof by the unit owner or owners to which such parking is assigned to their unit, be used by guests, providing that any such rules and regulations shall not interfere with the reasonable use of such parking spaces by the owners of the condominium apartment units to which they are assigned.

C. APPROVAL BY CONDOMINIUM ASSOCIATION. Whenever an approval of the Condominium Association is called for in this Declaration or in the By-Laws of the Condominium Association, such approval shall not be unreasonably withheld and such approval may be granted by act of the Board of Directors of the Condominium Association except in cases where the particular provision involved requires approval by the unit owners or the Condominium Association's members.

D. SHARES OF OWNERSHIP ON TERMINATION. Upon removal of the Condominium Property from the provisions of The Condominium Act or other termination of the condominium form of ownership, no matter how effected, the unit owners shall own the Condominium Property in common in the undivided shares set forth as percentages in Article VI hereto.

END OF AMENDED AND RESTATED DECLARATION

LEGAL DESCRIPTION

DESCRIPTION:

THE EASTERLY 24.0 FEET OF LOT 11 AND LOTS 12, 13, 14, 15, 16, AND 17 OF THE REVISED PLAT OF SURFSIDE CABANA CLUB, ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 22, PAGE 25 OF THE PUBLIC RECORDS OF PINELLAS COUNTY, FLORIDA TOGETHER WITH A 130.0 FOOT STRIP OF AN UNPLATTED TRACT OF LAND LYING SOUTH OF AND ADJACENT TO THE ABOVE DESCRIBED LAND AND LYING WEST OF GULF BOULEVARD AND EAST OF THE GULF OF MEXICO AND BEING A PART OF GOVERNMENT LOTS 2 AND 3 OF SECTION 31, TOWNSHIP 30 SOUTH, RANGE 15 EAST, PINELLAS COUNTY, FLORIDA AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

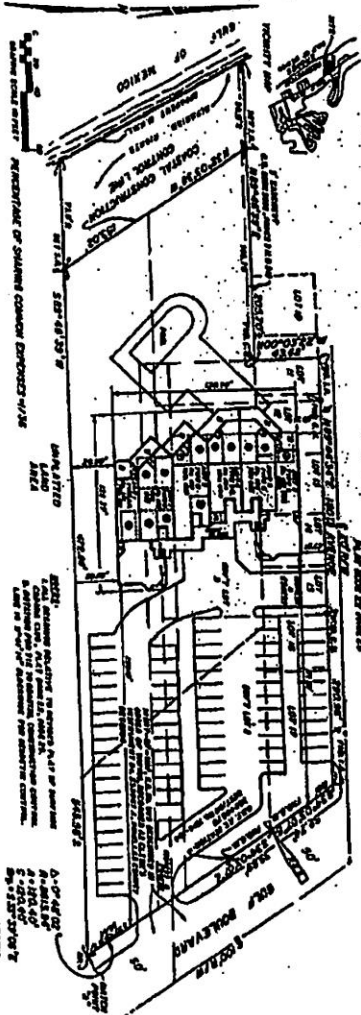
COMMENCE AT THE SOUTHEAST CORNER OF SAID LOT 17, SAID CORNER BEING ON THE WESTERLY RIGHT-OF-WAY LINE OF GULF BOULEVARD FOR THE POINT OF BEGINNING AND RUN S34°03'07"E. ALONG SAID R/W LINE, A DISTANCE OF 35.59 FEET TO THE P.C. OF A CURVE; REMAINING WITH SAID P/W LINE, RUN SOUTHERLY ALONG THE ARC OF A CURVE SEGMENT TO THE RIGHT, A DISTANCE OF 120.40 FEET TO A P.O.C., SAID CURVE SEGMENT HAVING A RADIUS OF 8615.34 FEET, A DELTA OF 0°48'02", A CHORD OF 120.40 FEET, BEARING S33°33'06"E; LEAVING SAID R/W LINE, RUN S89°46'39"W, A DISTANCE OF 345.58 FEET MORE OR LESS TO A POINT ON THE APPARENT MEAN HIGH WATER LINE OF THE GULF OF MEXICO; THENCE RUN ALONG THE SINUOSITIES OF SAID LINE IN A NORTHERLY DIRECTION TO A POINT INTERSECTING THE SOUTHERLY PROPERTY LINE OF THE AFOREMENTIONED SUBDIVISION; LEAVING SAID LINE, RUN N89°46'39"E, ALONG SAID PROPERTY LINE, A DISTANCE OF 208.70 FEET MORE OR LESS TO A POINT; LEAVING SAID PROPERTY LINE, RUN N00°03'22"W, A DISTANCE OF 43.68 FEET TO A POINT INTERSECTING THE SOUTHERLY RIGHT-OF-WAY LINE OF 180TH AVENUE OF THE AFOREMENTIONED SUBDIVISION; THENCE RUN N89°44'34"E, ALONG SAID R/W LINE, A DISTANCE OF 290.96 FEET TO A POINT INTERSECTING THE AFOREMENTIONED GULF BOULEVARD; THENCE RUN S34°03'07"E, ALONG SAID R/W LINE, A DISTANCE OF 62.74 FEET TO THE POINT OF BEGINNING, CONTAINING 1.903 ACRES MORE OR LESS. THE ABOVE DESCRIBED LAND IS SUBJECT TO ALL EASEMENTS AND RESTRICTIONS OF RECORD, IF ANY.

SUBJECT TO: Restrictions, conditions, limitations, and easements of record and applicable zoning ordinances, laws, and regulations, without reimposing any of the same.

**EXHIBIT A**

GOZA, HALL, PETERS AND SMITH, P. A. ATTORNEYS AT LAW, CLEARWATER, FLORIDA

**LIGHTHOUSE POINTE A CONDOMINIUM**  
 BEING A REPLAT OF A PORTION OF LOT 11 AND LOTS 12, 13, 14, 15 AND 17 OF THE REVERED PLAT OF SUNSHINE CASANA AS RECORDED IN PLAT BOOK 22, PAGE 23 OF THE PUBLIC RECORDS OF PINELLAS COUNTY, FLORIDA, AND A PORTION OF GOVERNMENT LOTS 2 AND 3, ALL BEING IN SECTION 31, TOWNSHIP 30 SOUTH, RANGE 18 EAST, PINELLAS COUNTY, FLORIDA.



**EXHIBIT B**

**LEGEND:**

- 0 - CONCRETE
- 1 - BRICK
- 2 - BLOCK
- 3 - STONE
- 4 - ALUMINUM
- 5 - COPPER
- 6 - GALVANIZED IRON
- 7 - STEEL
- 8 - WOOD
- 9 - OTHER

**NOTES:**

ALL DIMENSIONS ARE IN FEET AND INCHES UNLESS OTHERWISE NOTED.

ALL DIMENSIONS OF THE CONDOMINIUM UNIT ARE AS SHOWN ON THIS PLAN.

THE CONDOMINIUM UNIT IS BOUNDARY BY THE COASTAL CONSTRUCTION LINE.

THE CONDOMINIUM UNIT IS BOUNDARY BY THE COASTAL CONSTRUCTION LINE.

THE CONDOMINIUM UNIT IS BOUNDARY BY THE COASTAL CONSTRUCTION LINE.

**NOTICE OF RECORDING:**

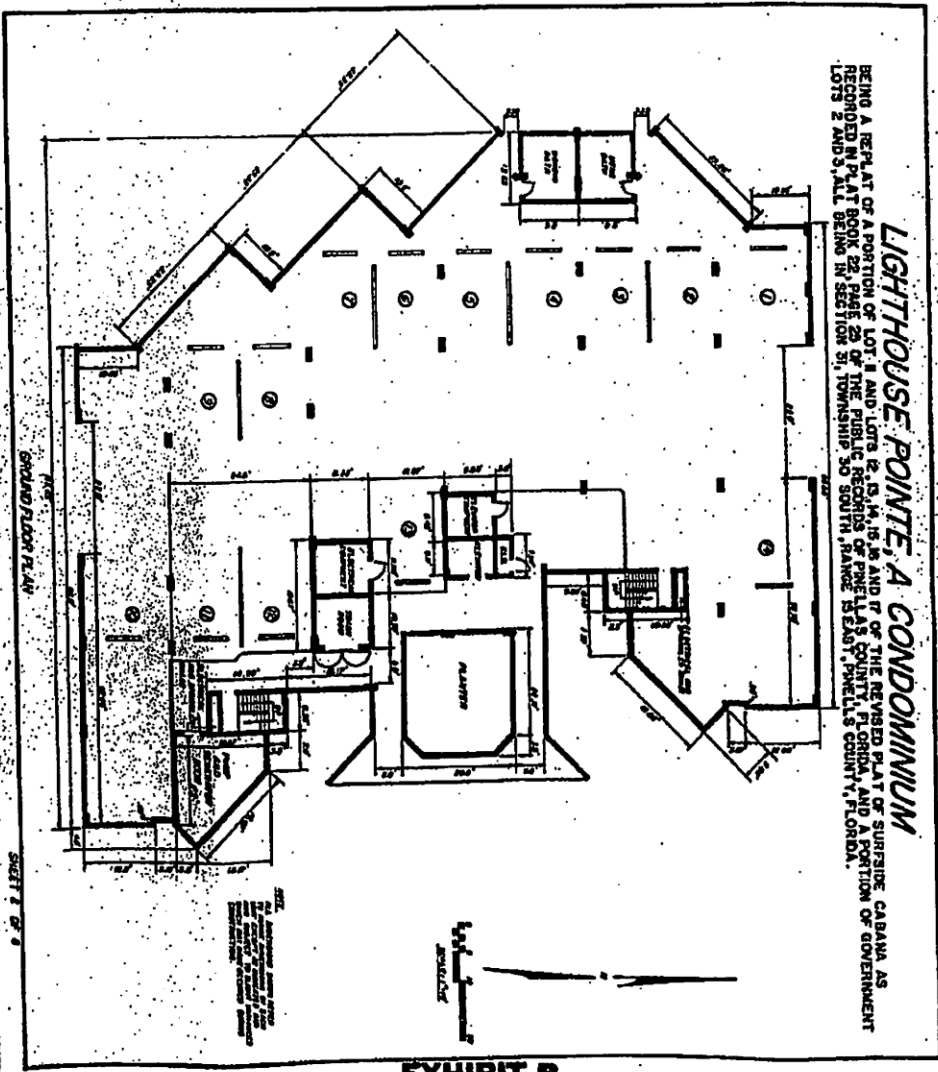
THIS INSTRUMENT IS BEING RECORDED FOR THE PURPOSE OF RECORDING THE SAME IN THE PUBLIC RECORDS OF PINELLAS COUNTY, FLORIDA.

RECORDED IN PLAT BOOK 22, PAGE 23 OF THE PUBLIC RECORDS OF PINELLAS COUNTY, FLORIDA.

FILED IN THE OFFICE OF THE CLERK OF THE COUNTY OF PINELLAS, FLORIDA, ON THIS 15TH DAY OF FEBRUARY, 1988.

BY: [Signature]



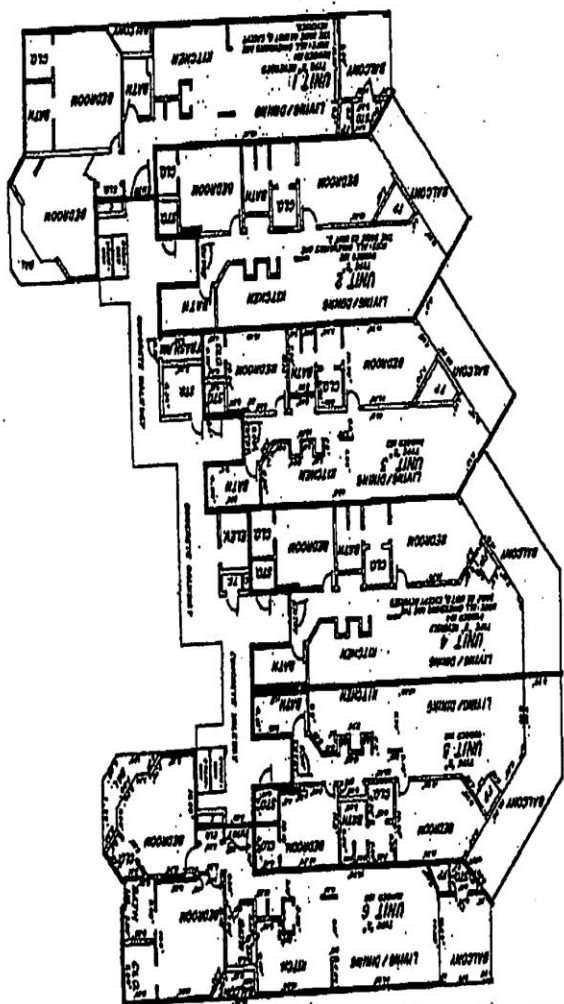


**LIGHTHOUSE POINTE, A CONDOMINIUM**  
 BEING A REPLAT OF A PORTION OF LOT 1 AND LOTS 8, 9, 10, 11, 12 AND 17 OF THE REVISED PLAT OF SURFSIDE CABANA AS RECORDED IN PLAT BOOK 22, SERIES 22, SECTION 31, TOWNSHIP 30 SOUTH, RANGE 15 EAST, PENNELL'S COUNTY, FLORIDA, AND A PORTION OF GOVERNMENT LOTS 2 AND 3, ALL BEING IN SECTION 31, TOWNSHIP 30 SOUTH, RANGE 15 EAST, PENNELL'S COUNTY, FLORIDA.

**EXHIBIT B**

SHEET 1 OF 3





NOTES:  
1. ALL DIMENSIONS SHOWN ARE IN FEET AND INCHES.  
2. ALL DIMENSIONS ARE TO FACE UNLESS OTHERWISE NOTED.  
3. ALL DIMENSIONS ARE TO FACE UNLESS OTHERWISE NOTED.  
4. ALL DIMENSIONS ARE TO FACE UNLESS OTHERWISE NOTED.  
5. ALL DIMENSIONS ARE TO FACE UNLESS OTHERWISE NOTED.

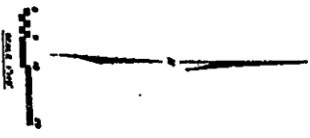
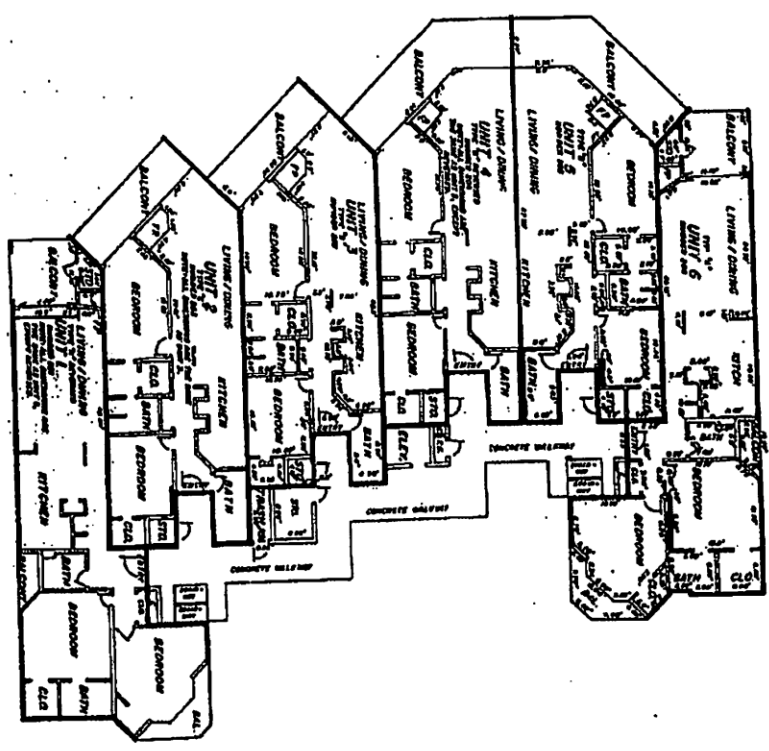


EXHIBIT A

BEING A REPLAT OF A PORTION OF LOT 11 AND LOTS 12, 13, 14, 15 AND 17 OF THE REVISED PLAT OF SURFIDE CABANA AS RECORDED IN PLAT BOOK 22, PAGE 29 OF THE PUBLIC RECORDS OF PINELLAS COUNTY, FLORIDA, AND A PORTION OF GOVERNMENT LOTS 2 AND 3, ALL BEING IN SECTION 31, TOWNSHIP 30 SOUTH, RANGE 15 EAST, PINELLAS COUNTY, FLORIDA.

LIGHTHOUSE PONTE, A CONDOMINIUM

**LIGHTHOUSE POINTE, A CONDOMINIUM**  
 BEING A REPLAT OF A PORTION OF LOT 11 AND LOTS 12, 13, 14, 15, 16 AND 17 OF THE REVISED PLAT OF SURFIDE CANARA AS RECORDED IN PLAT BOOK 52, PAGE 23 OF THE PUBLIC RECORDS OF PINELLAS COUNTY, FLORIDA, AND A PORTION OF GOVERNMENT LOTS 2 AND 3, ALL BEING IN SECTION 31, TOWNSHIP 30 SOUTH, RANGE 15 EAST, PINELLAS COUNTY, FLORIDA.

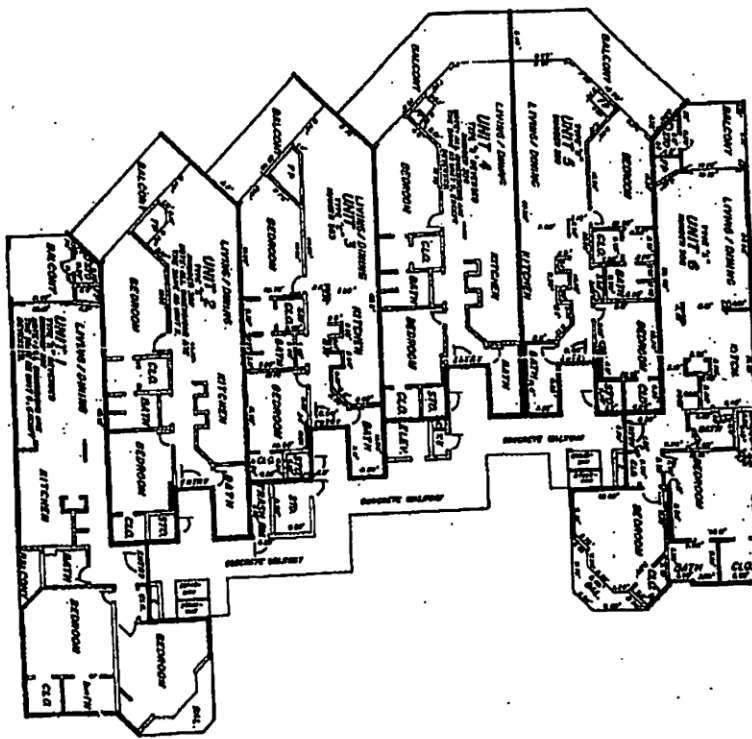


**NOTES**  
 1. ALL DIMENSIONS SHOWN ARE TO THE CENTERLINE OF WALLS UNLESS OTHERWISE NOTED.  
 2. BALCONIES ARE UNITS OF THE COMMONS AND ARE TO BE MAINTAINED BY THE HOA.  
 3. THE HOA SHALL BE RESPONSIBLE FOR THE MAINTENANCE OF THE COMMONS AREAS.  
 4. THE HOA SHALL BE RESPONSIBLE FOR THE MAINTENANCE OF THE STAIRS AND ELEVATORS.  
 5. THE HOA SHALL BE RESPONSIBLE FOR THE MAINTENANCE OF THE ROOFS AND EXTERIOR WALLS.  
 6. THE HOA SHALL BE RESPONSIBLE FOR THE MAINTENANCE OF THE LANDSCAPING AND PLANTINGS.  
 7. THE HOA SHALL BE RESPONSIBLE FOR THE MAINTENANCE OF THE SECURITY SYSTEMS.  
 8. THE HOA SHALL BE RESPONSIBLE FOR THE MAINTENANCE OF THE COMMUNITY AMENITIES.  
 9. THE HOA SHALL BE RESPONSIBLE FOR THE MAINTENANCE OF THE COMMUNITY BUILDING.  
 10. THE HOA SHALL BE RESPONSIBLE FOR THE MAINTENANCE OF THE COMMUNITY POOL.  
 11. THE HOA SHALL BE RESPONSIBLE FOR THE MAINTENANCE OF THE COMMUNITY GOLF COURSE.  
 12. THE HOA SHALL BE RESPONSIBLE FOR THE MAINTENANCE OF THE COMMUNITY TENNIS COURTS.  
 13. THE HOA SHALL BE RESPONSIBLE FOR THE MAINTENANCE OF THE COMMUNITY JACUZZI.  
 14. THE HOA SHALL BE RESPONSIBLE FOR THE MAINTENANCE OF THE COMMUNITY SPA.  
 15. THE HOA SHALL BE RESPONSIBLE FOR THE MAINTENANCE OF THE COMMUNITY SAUNA.  
 16. THE HOA SHALL BE RESPONSIBLE FOR THE MAINTENANCE OF THE COMMUNITY GYMNASIUM.  
 17. THE HOA SHALL BE RESPONSIBLE FOR THE MAINTENANCE OF THE COMMUNITY THEATRE.  
 18. THE HOA SHALL BE RESPONSIBLE FOR THE MAINTENANCE OF THE COMMUNITY RESTAURANT.  
 19. THE HOA SHALL BE RESPONSIBLE FOR THE MAINTENANCE OF THE COMMUNITY BAR.  
 20. THE HOA SHALL BE RESPONSIBLE FOR THE MAINTENANCE OF THE COMMUNITY LOBBY.  
 21. THE HOA SHALL BE RESPONSIBLE FOR THE MAINTENANCE OF THE COMMUNITY RECEPTION AREA.  
 22. THE HOA SHALL BE RESPONSIBLE FOR THE MAINTENANCE OF THE COMMUNITY CONFERENCE ROOM.  
 23. THE HOA SHALL BE RESPONSIBLE FOR THE MAINTENANCE OF THE COMMUNITY BOARD ROOM.  
 24. THE HOA SHALL BE RESPONSIBLE FOR THE MAINTENANCE OF THE COMMUNITY STORAGE ROOM.  
 25. THE HOA SHALL BE RESPONSIBLE FOR THE MAINTENANCE OF THE COMMUNITY MEETING ROOM.  
 26. THE HOA SHALL BE RESPONSIBLE FOR THE MAINTENANCE OF THE COMMUNITY OFFICE.  
 27. THE HOA SHALL BE RESPONSIBLE FOR THE MAINTENANCE OF THE COMMUNITY WAITING AREA.  
 28. THE HOA SHALL BE RESPONSIBLE FOR THE MAINTENANCE OF THE COMMUNITY ENTRANCE.  
 29. THE HOA SHALL BE RESPONSIBLE FOR THE MAINTENANCE OF THE COMMUNITY EXIT.  
 30. THE HOA SHALL BE RESPONSIBLE FOR THE MAINTENANCE OF THE COMMUNITY DRIVEWAY.  
 31. THE HOA SHALL BE RESPONSIBLE FOR THE MAINTENANCE OF THE COMMUNITY PARKING GARAGE.  
 32. THE HOA SHALL BE RESPONSIBLE FOR THE MAINTENANCE OF THE COMMUNITY DRIVEWAY.  
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TRUCK SECOND FLOOR PLAN UNITS NOT THRU ROOF SHEET 09

**EXHIBIT B**

**LIGHTHOUSE POINTE A CONDOMINIUM**  
 BEING A REPLAY OF A PORTION OF LOT 11 AND LOTS 12, 13, 14, 15, 16 AND 17 OF THE REVISED PLAT OF SURFSIDE CABANA AS RECORDED IN PLAT BOOK 22, PAGE 25 OF THE PUBLIC RECORDS OF PINELLAS COUNTY, FLORIDA, AND A PORTION OF GOVERNMENT LOTS 2 AND 3, ALL BEING IN SECTION 29, TOWNSHIP 30 SOUTH, RANGE 15 EAST, PINELLAS COUNTY, FLORIDA.



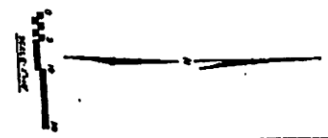
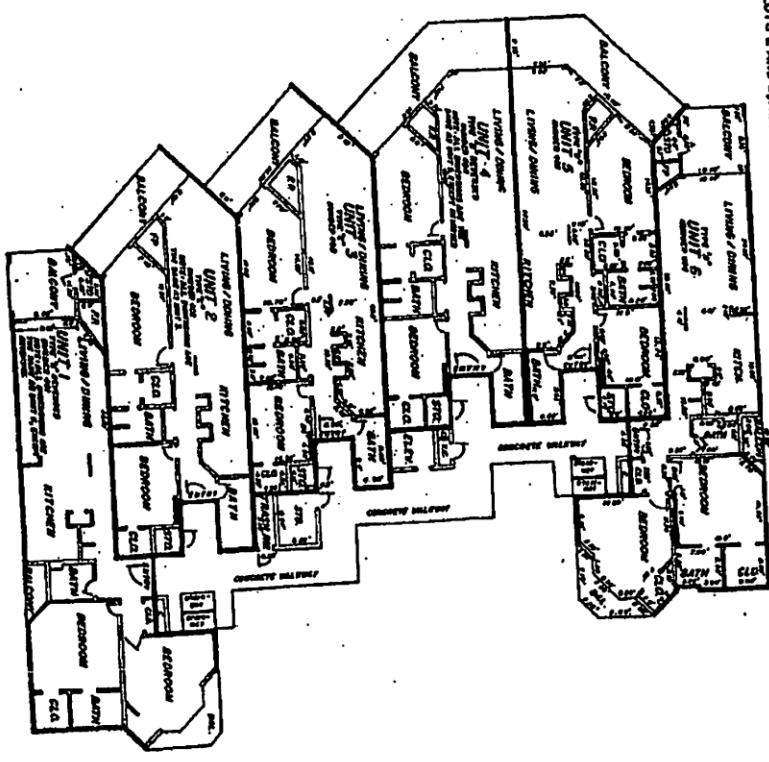
TYPICAL THIRD FLOOR PLAN UNITS 30 THROUGH 305 SHEETS 02-3

**NOTES:**  
 1. ALL DIMENSIONS SHOWN ON THIS PLAN ARE TO FACE UNLESS OTHERWISE NOTED.  
 2. FINISHES TO BE DETERMINED BY ARCHITECT AND CONTRACTOR.  
 3. ALL WORK TO BE IN ACCORDANCE WITH THE LATEST EDITIONS OF THE BUILDING CODES AND ALL APPLICABLE REGULATIONS.  
 4. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FROM THE APPROPRIATE AGENCIES.  
 5. THE CONTRACTOR SHALL MAINTAIN ACCESS TO ALL ADJACENT PROPERTIES AT ALL TIMES.  
 6. THE CONTRACTOR SHALL BE RESPONSIBLE FOR PROTECTING ALL EXISTING UTILITIES AND STRUCTURES.  
 7. THE CONTRACTOR SHALL MAINTAIN THE WORK AREA CLEAN AND FREE OF OBSTACLES AT ALL TIMES.  
 8. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE PROTECTION OF ALL ADJACENT PROPERTIES AND THE ENVIRONMENT.  
 9. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE PROTECTION OF ALL ADJACENT PROPERTIES AND THE ENVIRONMENT.  
 10. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE PROTECTION OF ALL ADJACENT PROPERTIES AND THE ENVIRONMENT.

**EXHIBIT A**

# LIGHTHOUSE POINTE, A CONDOMINIUM

BEING A REPLAT OF A PORTION OF LOT 11 AND LOTS 12, 13, 14, 15, 16 AND 17 OF THE REVISED PLAT OF SURFSIDE CABANA AS RECORDED IN PLAT BOOK 82, PAGE 25 OF THE PUBLIC RECORDS OF PINELLAS COUNTY, FLORIDA, AND A PORTION OF GOVERNMENT LOTS 2 AND 3, ALL BEING IN SECTION 31, TOWNSHIP 30 SOUTH, RANGE 18 EAST, PINELLAS COUNTY, FLORIDA.



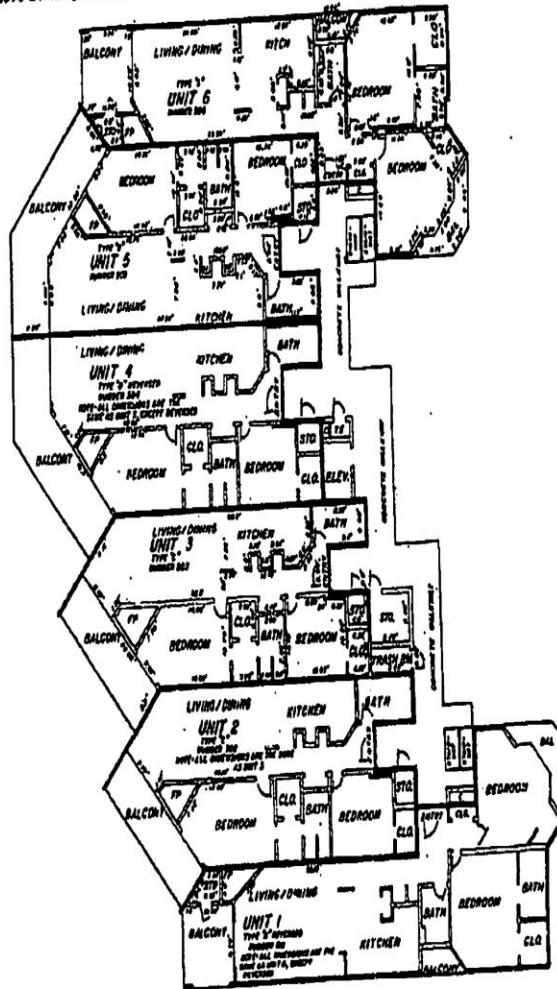
**EXHIBIT B**

NOTES:  
 1. ALL DIMENSIONS SHOWN ARE TO CENTER UNLESS OTHERWISE NOTED.  
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TYPICAL FLOOR PLAN UNITS 402 THRU 406 SHEET 2 OF 2

# LIGHTHOUSE POINTE, A CONDOMINIUM

BEING A REPLAT OF A PORTION OF LOT 11 AND LOTS 12, 13, 14, 15, 16 AND 17 OF THE REVISED PLAT OF SURFSIDE CABANA AS RECORDED IN PLAT BOOK 22, PAGE 23 OF THE PUBLIC RECORDS OF PINELLAS COUNTY, FLORIDA, AND A PORTION OF GOVERNMENT LOTS 2 AND 3, ALL BEING IN SECTION 31, TOWNSHIP 30 SOUTH, RANGE 15 EAST, PINELLAS COUNTY, FLORIDA.



**NOTES**

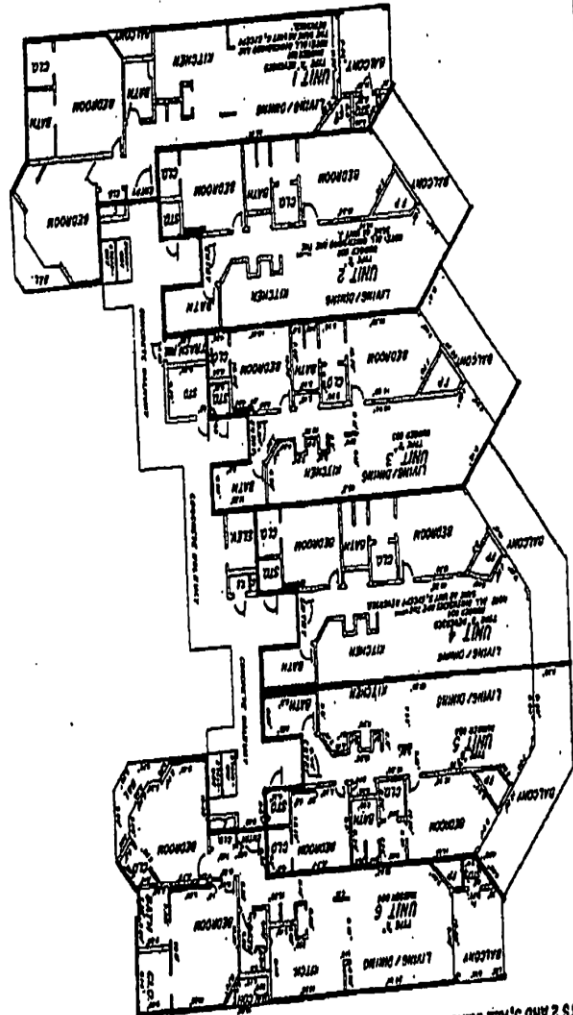
1. ALL DIMENSIONS SHOWN REFER TO INSIDE DIMENSIONS OF EACH UNIT EXCEPT AS INDICATED AND ARE SUBJECT TO SLIGHT VARIANCES WHICH MAY HAVE OCCURRED DURING CONSTRUCTION.
2. BALCONIES AND LIMITED COMMON ELEMENTS APPOINTMENT TO THOSE UNITS TO WHICH THEY ARE APPOINTED AND THE USE OF WHICH IS RESTRICTED TO THE UNITS TO WHICH THEY ARE APPOINTED.

EXHIBIT B

TYPICAL FIFTH FLOOR PLAN UNITS 501 THRU 506

TYPICAL SIXTH FLOOR PLAN UNITS 501 THRU 508

ALL DIMENSIONS SHOWN ARE IN FEET AND INCHES. DIMENSIONS ARE TO FACE UNLESS OTHERWISE NOTED. WALLS ARE 4" THICK UNLESS OTHERWISE NOTED. DOORS ARE 36" WIDE UNLESS OTHERWISE NOTED. WINDOWS ARE 48" WIDE UNLESS OTHERWISE NOTED. ALL DIMENSIONS ARE TO FACE UNLESS OTHERWISE NOTED. WALLS ARE 4" THICK UNLESS OTHERWISE NOTED. DOORS ARE 36" WIDE UNLESS OTHERWISE NOTED. WINDOWS ARE 48" WIDE UNLESS OTHERWISE NOTED.



UNIT NO.	AREA	AREA (SQ. FT.)
501	BALCONY	100
501	BEDROOM	100
501	BATH	50
501	KITCHEN	100
501	LIVING/DINING	150
501	TOTAL	400
502	BALCONY	100
502	BEDROOM	100
502	BATH	50
502	KITCHEN	100
502	LIVING/DINING	150
502	TOTAL	400
503	BALCONY	100
503	BEDROOM	100
503	BATH	50
503	KITCHEN	100
503	LIVING/DINING	150
503	TOTAL	400
504	BALCONY	100
504	BEDROOM	100
504	BATH	50
504	KITCHEN	100
504	LIVING/DINING	150
504	TOTAL	400
505	BALCONY	100
505	BEDROOM	100
505	BATH	50
505	KITCHEN	100
505	LIVING/DINING	150
505	TOTAL	400

EXHIBIT B

BEING A REPLAT OF A PORTION OF LOT 11 AND LOTS 12, 13, 14, 15, 16 AND 17 OF THE REVISED PLAT OF SURFSIDE CABANA AS RECORDED IN PLAT BOOK 22, PAGE 25 OF THE PUBLIC RECORDS OF PINELLAS COUNTY, FLORIDA, AND A PORTION OF GOVERNMENT LOTS 2 AND 3, ALL BEING IN SECTION 31, TOWNSHIP 30 SOUTH, RANGE 18 EAST, PINELLAS COUNTY, FLORIDA.

**LIGHTHOUSE POINTE, A CONDOMINIUM**

LIGHTHOUSE POINTE, A CONDOMINIUM

The percentages of undivided shares in the common elements, and the shares in the common expenses and common surplus appurtenant to each unit in the Condominium, are as follows:

<u>UNIT NO.</u>	<u>PERCENTAGES</u>
101	1/36
102	1/36
103	1/36
104	1/36
105	1/36
106	1/36
201	1/36
202	1/36
203	1/36
204	1/36
205	1/36
206	1/36
301	1/36
302	1/36
303	1/36
304	1/36
305	1/36
306	1/36
401	1/36
402	1/36
403	1/36
404	1/36
405	1/36
406	1/36
501	1/36
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504	1/36
505	1/36
506	1/36
601	1/36
602	1/36
603	1/36
604	1/36
605	1/36
606	1/36

**EXHIBIT C**

GOZA, HALL, PEACOCK, PETERS & SMITH, P.A., ATTORNEYS AT LAW, CLEARWATER, FLORIDA

AMENDED AND RESTATED  
ARTICLES OF INCORPORATION

OF

LIGHTHOUSE POINTE CONDOMINIUM ASSOCIATION, INC.

The undersigned, by these Articles of Incorporation, hereinafter referred to as the "Articles", associate themselves for the purpose of forming a corporation not for profit under Chapter 617 of the Florida Statutes.

ARTICLE I

Name

The name of the corporation shall be LIGHTHOUSE POINTE CONDOMINIUM ASSOCIATION, INC. For convenience the corporation shall be referred to in this instrument as the "Association".

ARTICLE II

Purpose

The purpose for which the Association is organized is to provide an entity pursuant to the Florida Condominium Act (the "Condominium Act") for the operation of LIGHTHOUSE POINTE, A CONDOMINIUM, hereinafter referred to as the "Condominium".

ARTICLE III

Power

The powers of the Association shall include and be governed by the following provisions:

SECTION 1. The Association shall have all of the common law and statutory powers of a corporation not for profit not in conflict with the terms of these Articles.

SECTION 2. The Association shall have all of the powers and duties set forth in the Condominium Act, as well as those set forth in the Articles and the Declaration of Condominium for LIGHTHOUSE POINTE, A CONDOMINIUM, hereinafter referred to as the "Declaration", and all of the powers and duties reasonably necessary to operate the Condominium pursuant to its Declaration as such may be amended from time to time, including, but not limited to, the following:

A. To make and collect assessments against members as unit owners to defray the costs, expenses and losses of the Condominium.



- B. To use the proceeds of assessments in the exercise of its powers and duties.
- C. To maintain, repair, replace and operate the Condominium property, including easements.
- D. To purchase insurance upon the Condominium property and insurance for the protection of the Association and its members as unit owners.
- E. To reconstruct improvements after casualty and to further improve the property.
- F. To make and amend reasonable regulations respecting the use of the property in the Condominium.
- G. To enforce by legal means the provisions of the Condominium Act, the Declaration, these Articles, the By-Laws of the Association, hereinafter referred to as the "By-Laws", and the regulations adopted by the Association for the use of the property in the Condominium.
- H. To contract for the management and maintenance of the condominium property and to authorize a management agent to assist the Association in carrying out its powers and duties by performing such functions as the submission of proposals, collection of assessments, preparation of records, enforcement of rules and maintenance, repair and replacement of the common elements with funds as shall be made available by the Association for such purposes. The Association and its officers shall, however, retain at all times the powers and duties granted by the condominium documents and the Condominium Act, including, but not limited to, the making of assessments, promulgation of rules and execution of contracts on behalf of the Association.
- I. To employ personnel to perform the services required for proper operation of the Condominium.
- J. To acquire and enter into agreements whereby the Association acquires memberships or other interests in lands or facilities, including, but not limited to, country clubs, golf courses, marinas, and other recreational facilities, whether or not contiguous to the lands of the Condominium, intended to provide for the enjoyment, recreation or other use or benefit of the unit owners.
- K. To acquire by purchase or otherwise condominium parcels of the Condominium, subject, nevertheless, to the provisions of the Declaration and By-Laws relative thereto.
- L. To approve or disapprove the transfer, ownership and lease of units as may be provided by the Declaration and the By-Laws.

SECTION 3. All funds and the titles of all properties acquired by the Association shall be held in trust for the members of the Association in accordance with the provisions of the Declaration, these Articles and the By-Laws.

#### ARTICLE IV

##### Members

SECTION 1. A person or persons or entity acquiring title to a unit in the Condominium thereby becomes a member of the Association, membership in the Association ceases when a member's title to a unit is conveyed.

SECTION 2. The share of a member in the funds and assets of the Association cannot be assigned, hypothecated or transferred in any manner except as an appurtenance to his unit.

SECTION 3. The owner, or owners collectively, of each unit shall be entitled to one vote. The manner of exercising voting rights shall be determined by the By-Laws.

#### ARTICLE V

##### Directors

SECTION 1. The affairs of the Association will be managed by a board consisting of the number of directors determined by the By-Laws. Directors must be members of the Association, or the spouse or significant other of the member.

SECTION 2. Directors of the Association shall be elected at the annual meeting of the members in the manner determined by the Bylaws. Directors may be removed and vacancies on the board of directors shall be filled in the manner provided by the Bylaws.

SECTION 3. The names and addresses of the 3 members of the first board of directors who shall hold office until their successors are elected and have qualified, or until removed, are as follows:

John A. Bodziak, Jr.	19317 Lake Point Drive Clearwater, Florida 33520
Ralph E. Bodziak	3040 Gulf-to-Bay Boulevard Suite 100 Clearwater, Florida 33519
Cheryl E. Boyce	4511 Price Avenue Tampa, Florida 33611

ARTICLE VI

Officers

The affairs of the Association shall be administered by a president, a secretary, a treasurer and such other officers as may be designated by the By-laws, and at the times and in the manner prescribed in the By-Laws. The names and addresses of the initial officers who shall serve until their successors are designated are as follows:

John A. Bodziak, Jr. President	19317 Lake Point Drive Clearwater, Florida 33520
Ralph E. Bodziak Vice President	3040 Gulf-to-Bay Boulevard Suite 100 Clearwater, Florida 33519
Cheryl E. Boyce Secretary/Treasurer	4511 Price Avenue Tampa, Florida 33611

ARTICLE VII

Registered Agent

The name and address of the registered agent of the Association is John A. Bodziak, Jr., 19317 Lake Point Drive, Clearwater, Florida 33520.

Agency Accepted:

By: \_\_\_\_\_  
John A. Bodziak, Jr.

ARTICLE VIII

Indemnification

The Association shall, and does hereby, indemnify any person ("Indemnitee") for any and all liability arising from his official capacity or from any acts committed or failure to act by him in his official capacity as an officer or director of the Association, including acts which are adjudged by a court of law to have constituted negligence or misconduct in the performance of his duty to the Association, and resulting from judgments, fines, or amounts paid in settlement which are incurred in any action, suit or proceeding, whether civil, criminal, administrative or investigative, and whether such action, suit or proceeding is brought by or in the right of the Association, or other parties, and whether such action, suit or proceeding is commenced during or subsequent to his tenure as an officer or director of the Association ("Proceedings").

The Association will reimburse Indemnitees for any and all actual and reasonable expenses, including, without limitation, attorney's fees and court costs ("Expenses") as Expenses are incurred by Indemnitees in Proceedings. Notwithstanding anything to the contrary herein, the Association will not indemnify Indemnitees for any liability or expenses for actions which constitute gross negligence or willful misconduct, except where such actions are undertaken at the request of the Association. The indemnification provided in this Article shall be in addition to and shall not limit or modify any other rights to indemnity to which Indemnitees are entitled, including, without limitation, those conferred by the Florida Statutes or the By-Laws, Articles or any agreement executed by the Association.

## ARTICLE IX

### By-Laws

The By-Laws shall be adopted by the board of directors and may be amended by resolution adopted by a majority of the board of directors or by unit owners representing a majority of the units in the Condominium, or as otherwise provided in the By-Laws.

## ARTICLE X

### Amendments

Amendments to the Articles, not inconsistent with the Condominium Act or the Declaration, may be adopted at a meeting in the following manner:

A. Notice of the subject matter of a proposed amendment shall be included in the notice of a meeting at which a proposed amendment is to be considered.

B. A resolution for the adoption of a proposed amendment may be proposed either by the board of directors or by the members of the Association. Directors and members not present in person or by proxy at the meeting considering the amendment may express their approval in writing, providing such approval is delivered to the secretary at or prior to the meeting. Except as elsewhere provided, adoption may be:

(1) by not less than a majority of the board of directors of the Condominium; or

(2) by unit owners representing not less than a majority of the units of the Condominium, without the joinder of the board of directors.

## ARTICLE XI

### Subscribers

The names and addresses of the subscribers of these Articles are as follows:

John A. Bodziak, Jr.	19317 Lake Point Drive Clearwater, Florida 33520
Ralph E. Bodziak	3040 Gulf-to-Bay Boulevard Suite 100 Clearwater, Florida 33519
Cheryl E. Boyce	4511 Price Avenue Tampa, Florida

ARTICLE XII

Term

The term for which this corporation shall exist is perpetual.

END OF AMENDED AND RESTATED ARTICLES OF INCORPORATION

AMENDED AND RESTATED  
BY-LAWS

OF

LIGHTHOUSE POINTE CONDOMINIUM ASSOCIATION, INC.

A corporation not for profit  
under the Laws of the State of Florida

ARTICLE I

Identity

SECTION 1. These are the By-Laws of LIGHTHOUSE POINTE CONDOMINIUM ASSOCIATION, INC., hereinafter called "Association", a corporation not for profit organized under the laws of the State of Florida, the articles of incorporation of which were filed in the office of the Secretary of State (the "Articles"). The Association has been organized for the purpose of administering LIGHTHOUSE POINTE, A CONDOMINIUM, hereinafter referred to as the "Condominium", pursuant to the Florida Condominium Act (the "Condominium Act").

SECTION 2. The office of the Association shall be at 3040 Gulf-to-Bay Boulevard, Suite 100, P. O. Box 6121, Clearwater, Florida 33519.

ARTICLE II

The Association

SECTION 1. A person or persons or entity acquiring title to a unit in the Condominium thereby becomes a member of the Association; membership in the Association ceases when a member's title to a unit is conveyed.

SECTION 2. Place of Meeting. Meetings of the membership shall be held at the office of the Association, or at such other suitable place convenient to the membership as may be designated by the board of directors of the Association.

SECTION 3. Meetings. Meetings of the membership of the Association shall be held annually; such meetings shall be on the second Wednesday in October of each succeeding year, unless otherwise determined by a majority of the board of directors.

Subject to the provisions of the above paragraph, special meetings of the members may be called by the president of the Association, and shall be called by the president or secretary of the Association at the request in writing of a majority of the board of directors, or at the request in writing of 10 percent of the unit owners. Such requests shall state the purpose or purposes of the proposed meeting.

SECTION 4. Notice of Meetings. It shall be the duty of the secretary to post a notice of each annual or special meeting in a conspicuous place on the Condominium property at least fourteen (14) days prior to the meeting, and to mail a notice of such meeting, stating the time and place where it is to be held, to each member of record, at his address as it appears on the membership book of the Association, or if no such address appears, at his last known place of address. Alternatively, notice may be given to the unit owners in any other manner provided by the Condominium Act, including, but not limited to, hand delivery and notice by electronic transmission, except that notice of unit owner meetings to recall board members may not be given electronically. If there are multiple owners, a single electronic address may be used, unless any owner of that unit objects to such in writing, in which case electronic notice shall not be used. Notice of a meeting may be waived by a unit owner and attendance at a meeting shall constitute a waiver of notice of the time and place of the meetings.

SECTION 5. Quorum. The presence in person or by proxy of unit owners representing a majority of the units in the Condominium shall constitute a quorum.

SECTION 6. Adjourned Meetings. If any meeting of members cannot be conducted because a quorum is not present, the members who are present may adjourn the meeting to a time not later than ten (10) days from the time the original meeting was called, in which case no additional notice need be given for such adjourned meeting and any business may be transacted at the adjourned meeting that might have been transacted on the original date of the meeting.

SECTION 7. Voting. At every meeting of the members, the owner or owners collectively of each unit, either in person or by proxy, shall have the right to cast one vote. The vote of the unit owners representing a majority of the units represented at a meeting at which a quorum is present shall decide any question brought before such meeting, unless the question is one upon which, by express provision of the Condominium Act, or of the declaration of condominium of this Condominium (the "Declaration") or of the Articles, or of these By-Laws (the "By-Laws"), a different vote is required, in which case such express provision shall govern and control.

SECTION 8. Proxies. A member may authorize another person to act for him by proxy. Such proxy must be signed by the member or his attorney-in-fact and is valid for the meeting for which it is given and for 90 days from the original date of that meeting for any lawful adjournment of the meeting, unless sooner revoked at the pleasure of the member authorizing the proxy.

### ARTICLE III

#### Board of Directors

SECTION 1. Number and Qualification. The number of directors that shall constitute the board shall not be less than five (5) and not more than seven (7), with the actual number to be determined from time to time by the board of directors. All directors shall be members in good standing of the Association.

SECTION 2. Directors - Election. Directors elected by the unit owners shall be elected by a plurality of the votes cast at the annual meeting of the Association. At an election of directors each member entitled to vote shall be entitled to vote for as many nominees as there are vacancies to be filled.

SECTION 3. Removal of Directors. Any member of the board of directors that the unit owners are entitled to elect may be removed from office with or without cause by the vote of unit owners representing a majority of the units in the Condominium, in accordance with the provisions of Florida Statutes, Chapter 718, and the applicable Florida Administrative Code Rules.

SECTION 4. Filling Vacancies. After the unit owners are entitled to elect all of the members of the board of directors, vacancies in the board of directors occurring between annual meetings of members shall be filled by the election of new directors by the remaining directors, even though such remaining directors may constitute less than a quorum.

SECTION 5. Term of Directors. The term of each director's service shall extend until the next annual meeting of the members and thereafter until his successor is duly elected and qualified or until he is removed in the manner elsewhere provided.

SECTION 6. Powers and Duties. The board of directors shall have the powers and duties necessary or desirable for the proper administration of the affairs of the Association, and may do all acts and things appropriate thereto not excluded from the authority of the board of directors by the Declaration, the Articles, the Condominium Act, or the By-Laws. The powers of the board shall include, but not be limited to, the following:

- (a) To prepare and adopt an annual operating budget, which budget shall be sufficient in amount to pay for all necessary expenses and expenditures to be shared in common by the respective owners of units, including a reasonable reserve for repairs, upkeep and replacement of the common elements and for contingencies.
- (b) To prepare a detailed report of the acts, accounts, and statement of income and expense for the previous year, and present same at the annual meeting of members.
- (c) To determine who will act as legal counsel for the Association whenever necessary.
- (d) To determine the depository for the funds of the Association.
- (e) To acquire the necessary personnel needed for the maintenance, care, and upkeep of the common elements, and to set the salaries of said personnel.
- (f) To assess and collect all assessments pursuant to the Condominium Act.

SECTION 7. Management Agent. The board of directors may contract for the management and maintenance of the condominium property and authorize a management agent



to assist the Association in carrying out its powers and duties by performing such functions as the submission of proposals, collection of assessments, preparation of records, enforcement of rules and maintenance, repair and replacement of the common elements with funds as shall be made available by the Association for such purposes. The Association and its officers shall, however, retain at all times the powers and duties granted by the condominium documents and the Condominium Act, including, but not limited to, the making of assessments, promulgation of rules and execution of contracts on behalf of the Association.

SECTION 8. Compensation. No compensation shall be paid to directors for their services as directors. No remuneration shall be paid a director for services performed by him for the Association in any other capacity, unless a resolution authorizing such remuneration shall have been unanimously adopted by the board of directors before the services are undertaken.

SECTION 9. Meetings. Meetings of the board of directors shall be open to all unit owners and notice of such meetings shall be posted conspicuously on the Condominium property at least forty-eight (48) hours in advance, except in an emergency. Regular meetings of the directors may be held at such time and place as shall be determined, from time to time, by a majority of the directors, but at least two such meetings shall be held during each fiscal year, and notice thereof shall be given to each director, personally or by mail, telephone or telegraph, at least three (3) days prior to the day named for such meeting. Special meetings of the directors may be called by the president on three (3) days' notice to each director, given personally or by mail, telephone or telegraph, which notice shall state the time, place and purpose of the meeting. Special meetings of the board of directors shall be called by the president or secretary, in like manner and on like notice, on the written request of at least two (2) directors.

SECTION 10. Waiver of Notice. A director may, in writing, waive notice of a meeting of the board of directors, and attendance at such meeting shall constitute a waiver of notice by him of the time and place thereof. If all the directors are present at any meeting of the board, no notice shall be required and any business may be transacted at such meeting.

SECTION 11. Quorum. At all meetings of the board of directors, a majority of the directors shall constitute a quorum for the transaction of business, and the acts of the majority of the directors present at a meeting at which a quorum is present shall be the acts of the board of directors unless otherwise provided herein, or in the Articles or the Declaration. If at any meeting of the board of directors there be less than a quorum present, the majority of those present may adjourn the meeting from time to time. At any such adjourned meeting, any business which might have been transacted at the meeting as originally called may be transacted without further notice.

SECTION 12. Fidelity Bonds. The board of directors shall require that all officers and employees of the Association handling or responsible for Association funds as well as all employees of the management agent employed by the Association shall furnish adequate fidelity bonds. The premiums on such bonds shall be paid by the Association. Such fidelity bonds shall name the Association as an obligee and be written in an amount equal to 150% of the estimated annual operating expenses of the Condominium, including reserves.

## ARTICLE IV

### Election of Directors by Unit Owners

The annual election of Directors shall be held in accordance with the requirements of Chapter 718, Florida Statutes, and the following:

SECTION 1. In accordance with the requirements of Chapter 718, Florida Statutes, not less than 60 days before a scheduled election, the Association shall mail, or deliver, whether by separate Association mailing, hand-delivery, or by electronic means as set forth in these By-Law, or included in another Association mailing or delivery including regularly published newsletters, to each Member entitled to vote, a first notice of the date of the election. Any person desiring to be a candidate for the Board of Directors shall give written notice to the Association not less than 40 days before scheduled election. Not less than 14 days before the election, the Association shall mail or deliver a second notice of the election to all Members entitled to vote therein, together with a written secret ballot containing the names of all properly pre-qualified candidates and an inner and outer envelope as required by Law, and the notice package shall include an information sheet (if provided by the candidate), no larger than 8½ inches by 11 inches furnished by the candidate, with the costs of mailing and copying to be borne by the Association.

SECTION 2. There is no quorum requirement necessary for an election. However, at least twenty percent (20%) of the Voting Interests must cast a ballot in order to have a valid election and elections shall be decided by a plurality of those votes cast.

SECTION 3. In the event that there are only as many (or fewer) candidates pre-qualify for election as there are open seats on the Board, no election shall be held and the pre-qualified candidates shall automatically become Members of the Board after the annual meeting.

SECTION 4. The Board may establish additional election rules or procedures as it deems appropriate to ensure a fair election process. Substantial compliance with these Bylaws and the Act relative to election procedures is sufficient.

## ARTICLE V

### Budget and Assessments

SECTION 1. The annual budget of the Association shall be adopted by the board of directors, subject to the right of the unit owners provided by the Condominium Act, to call a special meeting to consider and enact a budget in the case of an adopted budget requiring assessment against the unit owners in an amount exceeding one hundred fifteen (115) percent of the assessment for the preceding year. Each unit owner will be advised in writing of the amount payable by him during the following year.

SECTION 2. The board of directors shall collect the common charges assessed against unit owners. Monthly installments of the annual assessments shall be due and payable in advance on the first day of each month of the period for which assessed. If any such installment remains unpaid for more than sixty (60) days from the date due, the delinquent unit owner shall

be deemed in default, and shall be obligated to pay interest and late fees as set forth in the Declaration of Condominium on such common charges from the due date thereof, together with all expenses, including reasonable attorneys' fees and court costs, incurred by the board of directors in its efforts to collect same, and the Association may foreclose a lien for nonpayment of such charges and expenses. In the event that any installment of an assessment, whether monthly or otherwise, remains unpaid sixty (60) days after the same shall become due, the Board of Directors may declare the entire annual assessment as to that delinquent Unit Owner due and payable immediately in full, as if the entire amount was originally due and payable on that date.

## ARTICLE VI

### Officers

SECTION 1. Designation of Officers. The principal officers of the association shall be a president, a secretary and a treasurer, all of whom shall be elected by the board of directors. The board of directors may also elect a vice president, an assistant treasurer and an assistant secretary, and such other officers as in their judgment may be desirable.

SECTION 2. Election of Officers. The officers of the Association shall be elected annually by the board of directors at the organization meeting of each new board, and shall hold office at the pleasure of the board.

SECTION 3. Removal of Officers. Upon an affirmative vote of a majority of the board of directors, any officer may be removed, either with or without cause, and his successor elected at any regular meeting of the board of directors, or at any special meeting of the board called for such purpose.

SECTION 4. President. The president shall be the chief executive officer of the Association. He shall preside at all meetings of the Association. He shall have all of the general powers and duties which are usually vested in the office of the president of an association.

SECTION 5. Secretary. The secretary shall keep the minutes of all meetings of the board of directors, and the minutes of all meetings of the Association. Such minutes shall be available for inspection to all members of the Association and of the board of directors. The secretary shall also have charge of such books and papers as the board of directors may direct and shall perform all the duties normally incident to the office of the secretary of an association.

SECTION 6. Treasurer. The treasurer shall have responsibility for Association funds and securities, and shall be responsible for keeping full and accurate accounts of all receipts and disbursements in books belonging to the Association. He shall be responsible for the deposit of all monies and other valuable effects in the name, and to the credit, of the Association in such depositories as may from time to time be designated by the board of directors.

ARTICLE VII

Amendments

Unless otherwise provided in the Condominium Act, the Declaration or the Articles, these By-Laws may be amended by resolution adopted by a majority of the board of directors or by unit owners representing a majority of the units in the Condominium.

END OF AMENDED AND RESTATED BY-LAWS