



*Paradise Shores
Apartments, Inc.*

"A 55 plus age restricted community"

5230 - 81st Street North, St. Petersburg, Florida 33709 • Phone: (727) 546-0178 • Fax: (727) 548-0898

PARADISE SHORES APARTMENTS, INC.

CONDOMINIUM DOCUMENTS

SECTION 1

DECLARATIONS AND BYLAWS

PAGES 1 – 20

Return
To: PREPARED BY:
PARADISE SHORES APARTMENTS, INC.
5230 81st Street North
St. Petersburg, Florida 33709

KARLEEN F. DE BLAKER, CLERK OF COUR
PINELLAS COUNTY, FLORIDA

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**AMENDED & RESTATED
DECLARATION OF CONDOMINIUM OF
PARADISE SHORES GROUP NO. 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12 AND 14,
A CONDOMINIUM**

Condominium Plats Pertaining Hereto Are Recorded in P.B. 7, Pages 21-22, P.B. 8, Pages 23-24,
P.B. 9, Pages 96-97, P.B. 7, Pages 65-66, P.B. 9, Pages 98-99, P.B. 11, Pages 45-46, P.B. 11,
Pages 47-48, P.B. 11, Pages 73-74, P.B. 11, Pages 75-76, P.B. 13, Pages 30-31, P.B. 13, Pages
32-33, P.B. 13, Pages 34-35, P.B. 13, Pages 36-37.

FORWARD

PINELLAS COUNTY FLA.
OFF REC BK 12631 PG 1068

The original Paradise Shores Declaration of Condominium dated 12/24/1970, including the Association By-Laws and the Articles of Incorporation attached thereto as exhibits, are recorded in Official Record Book 3453, pages 312 through 437, of the Public Records of Pinellas County, Florida. All previous amendments to the above mentioned documents are also recorded in the Pinellas county Public Records.

The purpose of this amendment is to update, clarify, revise, simplify, and generally improve the quality and tone of the above mentioned original Paradise Shores condominium documents, including the amendments attached thereto. The portions of the amended original documents affected by this amendment are:

- The original Declaration of Condominium from the Table of Contents through page 12, as amended.
- Exhibit E, The Association By-Laws from pages 23 through 29, as amended.

The following represent examples of the revision and update process:

1. Obsolete references which affected only the "Developer" have been deleted.
2. All previous amendments have been incorporated into the text, and in some cases, revised to correct typographical errors and to clarify language.
3. Wherever Florida Statute 718, The Condominium Act allows, duplicate or substantially equivalent paragraphs have been merged into a single section.
4. Some definitions were shortened and clarified, and two new definitions were added (See Declaration, Section 5).
5. Some sections have been significantly altered in order to merge substantially similar or related issues. (See the Declaration, sections 12, 13 and 14, the By-Laws, Article II, sections 6,8 and 9, Article V, section 8, Article IX, section 3.
6. A few sections needed to be completely revised to properly reflect updates from Florida Statute 718 as amended, updates from the Board Authorized rules and procedures as amended, and changes due to language which is either unclear, inaccurate, or unenforceable. (See Declaration, section 17, By-Laws, Article II, Article XIII.
7. A few sections have been added to incorporate revisions in Florida Statute 718, (See, for example, By-Laws, Article VII, section 9). A few sections have been entirely deleted because they are redundant, (See, for example, section X of the original Articles of Incorporation which is substantively identical to deleted By-Laws, Article III, section 9).

The original documents and all amendments may be reviewed at the Office of Paradise Shores Apartments, Inc., 5230 81st Street North, St Petersburg, Florida. Copies of the original documents and all amendments are available at the Association's actual cost.

NOTE: Florida Statute 711 as referred to in the original documents has been renamed Florida Statue 718.

TABLE OF CONTENTS

1. Purpose.....	5	A. Conveyances, Sales and Transfers.....	15
2. Name.....	5	B. Rental or Lease.....	16
3. Property Submitted to Condominium Form of Ownership.....	5	C. Corporation Owner Approval.....	16
A. The Land.....	5	D. Transfers to Institutional Mortgagees.....	16
B. 99-Year Recreational Lease.....	5	E. <i>Developer only - Deleted</i>	16
4. Property Which May be Submitted to Condominium Form of Ownership (Section Deleted).....	5	F. Death of An Owner.....	16
5. Definitions.....	5	G. Mortgage.....	17
6. Identification.....	6	H. Voided Sales.....	17
7. Easements.....	6	19. Restraint upon Separation and Partition.....	17
8. Common Elements.....	6	20. 99-Year Recreational Lease.....	17
9. Ownership of Common Elements.....	7	21. Easement for Unintentional and Non-Negligent Encroachment.....	18
A. Automobile Parking Space.....	7	22. Costs and Attorneys' Fees.....	18
B. Common Elements.....	7	23. No Waiver of Rights.....	18
C. Association.....	7	24. Type of Ownership.....	18
D. Recreational Facilities.....	7	25. Amendment of Declaration.....	18
E. Common Surplus.....	7	26. Termination.....	18
F. Covered Parking Spaces.....	7	A. Exercise of Option.....	19
10. Maintenance Agreement. Deleted. ²	7	B. Price.....	19
11. Common Expenses.....	7	C. Payment.....	19
12. Governing Body.....	7	D. Closing.....	19
13. Maintenance of the Condominium Unit.....	8	27. Covenants.....	19
A. Responsibility of the Association.....	8	28. Invalidation and Operation.....	19
B. Responsibility of the Condominium Parcel Owner.....	8	29. Meetings of this Condominium.....	19
C. Enforcement of Maintenance.....	8	30. Interpretation.....	19
14A. Material or Structural Alterations to Common Elements.....	8	JOINDER OF MORTGAGEE (Deleted - Obsolete).....	20
14B. Structural Alterations to Units.....	9	EXHIBIT A - LEGAL DESCRIPTION (of entire property).....	21
15. Assessments, Liability, Lien and Priority, Interest, and Collection.....	9	EXHIBIT B - 99-YEAR LEASE [Original - Unchanged].....	22
15A. Liability for Expenses of Recreational Facilities and All Other Expenses Shared by All Paradise Shores Condominiums.....	10	EXHIBIT C - PLOT PLANS/UNIT SURVEYS [Original - Unchanged].....	30
16. Insurance.....	10	EXHIBIT D - PERCENTAGES OF OWNERSHIP OF THE COMMON ELEMENTS [As previously amended - Unchanged].....	32
A. Liability Insurance.....	10	EXHIBIT E - BY-LAWS.....	35
B. Casualty Insurance.....	10	ARTICLE I - GENERAL.....	35
(1) Purchase of Insurance.....	10	Section 1. The Name.....	35
(2) Loss Payable Provisions - Insurance Trustee.....	10	Section 2. Principal Office.....	35
(3) Distribution of Proceeds.....	11	Section 3. Identity.....	35
(4) Loss Within a Single Unit(s).....	11	Section 4. Definition.....	35
(5) Loss Less than "Very Substantial".....	11	ARTICLE II - DIRECTORS.....	35
(6) "Very Substantial" Damage.....	12	Section 1. Number and Term.....	35
(7) Surplus.....	13	Section 2. Representation.....	35
(8) Certificate.....	13	Section 3. Vacancy and Replacement.....	36
(9) Plans and Specifications.....	13	Section 4. Recall.....	36
(10) Associations' Power to Compromise Claim.....	13	Section 5. Deleted - First Board of Directors.(Outdated).....	36
C. Workmen's Compensation.....	13	Section 6. Powers.....	36
D. Other Insurance.....	13	Section 7. Compensation.....	36
E. Unit Owner Insurance.....	13	Section 8. Board Meetings.....	36
F. Right of Subrogation.....	13	Section 9. Annual Statement.....	37
17. Obligations of Members.....	13	ARTICLE III - OFFICERS.....	37
17A. Older Persons Community.....	14	Section 1. Executive Officers.....	37
18. Conveyances, Sales, Rentals, Leases, and Transfers.....	15	Section 2. Appointive Officers.....	37
		Section 3. Election.....	37
		Section 4. Term.....	37
		Section 5. The President.....	37
		Section 6. The Secretary.....	37

Section 7. The Vice President..... 37
 Section 8. The Treasurer..... 37
 Section 9. Indemnification.(Deleted, see Articles of
 Incorporation. X)..... 38
 Section 10. Vacancies..... 38
 Section 11. Resignations..... 38
 ARTICLE IV – MEMBERSHIP..... 38
 Section 1: Stock Certificates..... 38
 Section 2: Limited Membership..... 38
 Section 3: Transfers of Membership..... 38
 Section 4. Corporate Membership..... 38
 Section 5. Voting Rights..... 38
 ARTICLE V – MEETINGS OF MEMBERSHIP..... 38
 Section 1. Place..... 38
 Section 2. Annual Meeting..... 38
 Section 3. Special Meetings..... 38
 Section 4. Quorum..... 39
 Section 5. Vote Required to Transact Business... 39
 Section 6. Right to Vote..... 39
 Section 7. Waiver and Consent..... 39
 Section 8. Order of Business at the Annual Meeting
 39
 Section 9. Proviso (Deleted – Developer only).... 39
 Section 10. Parliamentary Rules..... 39
 ARTICLE VI – NOTICES..... 39
 Section 1. Definition..... 39
 Section 2. Waiver of Notice..... 39
 ARTICLE VII – FINANCES..... 39
 Section 1. Fiscal Year..... 39
 Section 2: Accounts..... 39
 (a) Current Expense..... 39
 (b) Reserve for Deferred Maintenance..... 39
 (c) Reserve for Replacement..... 39
 Section 3. Budget..... 40
 Section 4. Assessments..... 40
 Section 5. Depository..... 40
 Section 6. Application of Payments and Co-
 mingling of Funds..... 40
 Section 7. Acceleration of Assessment. Installments
 upon Default..... 40
 Section 8. Owner Liability and Obligations..... 40
 Section 9. Fidelity Bonds..... 40
 ARTICLE VIII – SEAL..... 40
 ARTICLE IX – RULES AND REGULATIONS..... 40
 Section 1. As to Common Elements..... 40
 Section 2. As to Condominium Units..... 41
 Section 3. Paradise Shores Membership
 Obligations..... 41
 ARTICLE X – DEFAULT..... 41
 ARTICLE XI – REGISTERS..... 41
 ARTICLE XII – SURRENDER..... 42
 ARTICLE XIII – JOINT OWNERSHIP..... 42
 ARTICLE XIV – AMENDMENT OF BY-LAWS
 42
 ARTICLE XV - 99-YEAR RECREATIONAL
 LEASE..... 42
 ARTICLE XVI – REAL PROPERTY TAXES... 42
 ARTICLE XVII – CONSTRUCTION..... 42
 LEGAL DESCRIPTION..... 43
 EXHIBIT F – PLEDGE AGREEMENT..... 44

[Original – Unchanged]..... 44
 PREFACE: ARTICLES OF INCORPORATION
 46
 EXHIBIT G - ARTICLES OF INCORPORATION
 [Original – Unchanged]..... 46
 LEGAL DESCRIPTION..... 50
 EXHIBIT H – WARRANTY DEED (Deleted –
 Outdated)..... 51
 EXHIBIT I – MAINTENANCE AGREEMENT
 (Deleted – Cancelled by Amendment)..... 51
 EXHIBIT J – CERTIFICATE OF THE
 ENGINEER [Original – Unchanged]..... 51

PINELLAS COUNTY FLA.
 OFF REC BK 12631 PG 1070

**SUBSTANTIAL REWORDING OF
DECLARATION
SEE PRESENT TEXT**

**AMENDED AND RESTATED
DECLARATION OF CONDOMINIUM OF
PARADISE SHORES GROUP NOS. 1, 2, 3, 4, 5,
6, 7, 8, 9, 10, 11, 12, and 14
A CONDOMINIUM
PINELLAS COUNTY, FLORIDA**

1. Purpose.

The name of the Association, Paradise Shores Apartments, Inc., a corporation not for profit organized under the laws of the State of Florida ("Association"), under its corporate seal and the signatures of the President and Secretary, hereby certifies as follows:

A. The Declaration of Condominium of Paradise Shores Group No. 1, A Condominium, was recorded on December 24, 1970, in Official Records Book 3453, Page 312, Public Records of Pinellas County, Florida ("Original Declaration").

B. The Original Declaration has been amended a series of times adding Group Nos. 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12 and 14, all as recorded in the Public Records of Pinellas County, Florida, from time to time, and as thereafter amended, from time to time.

C. At a meeting of the Association members duly called in accordance with the Association By-Laws on March 4, 2003, the Declaration as amended and restated herein was approved by the members of the Association.

D. There are no liens on the Condominium Property requiring the execution of a Joinder and Consent to this Amended and Restated Declaration pursuant to Section 718.110(4), Florida Statutes.

E. Accordingly, the provisions of the Declaration are hereby amended and restated.

2. Name.

The name by which this condominium is to be identified is "PARADISE SHORES GROUP NOS. 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12 and 14, A CONDOMINIUM."

3. Property Submitted to Condominium Form of Ownership.

The following described property had been submitted to the condominium form of ownership:

A. The Land.

The lands, as described in Exhibit A attached hereto, which lands are herein called "the land", subject to the reservations and easements of record.

B. 99-Year Recreational Lease.

The rights and estate of the Association as lessee under that certain lease attached hereto as Exhibit B herein called "99-Year Recreational Lease."

4. Property Which May be Submitted to Condominium Form of Ownership. (Section Deleted)

5. Definitions.

For all purposes of this Declaration, and for all purposes of the Articles of Incorporation and By-Laws of the Association, the following words shall have the definitions as hereinafter stated, to-wit:

A. Paradise Shores Project – The entire group of condominiums located on the land referred to as "Paradise Shores".

B. Paradise Shores Project Land – The land upon which the entire Paradise Shores Project is located, which land is legally described in Exhibit A attached hereto.

C. Paradise Shores Governing Documents – The Declaration of Condominium, the Articles of Incorporation, the By-Laws, and Rules and Regulations of the Association, along with the Procedures established by the Board of Directors of the Association, as all may be amended from time to time. These documents may be referred to as "the Paradise Shores governing documents."

D. Paradise Shores Board of Directors – The Board of Directors of the Association, hereinafter may be referred to as "the Board."

E. Condominium Unit – The unit being an apartment space, designated "Condominium Unit" on the plat, a copy of which is attached hereto and made a part hereof, marked Exhibit C.

F. Common Elements – Common elements shall include: (1) the portions of the condominium property not included in the units; (2) tangible personal property required for the maintenance and operation of the common elements, even though owned by the Association; (3) the 99-Year Recreational Lease; (4) other items as stated in the Condominium Act; and (5) limited common elements - those common elements which are reserved for the use of a certain unit or units to the exclusion of all other units. (6) other items as stated in this Declaration, including, but not limited to paragraphs 8 and 9 hereinbelow.

G. Condominium Parcel – The condominium unit together with an undivided share in the common elements appurtenant thereto.

H. Owner – That person or entity owning a condominium parcel.

I. Co-Tenant – Same definition as "Owner."

J. Member – An owner or co-tenant who or which is a member of the Association, a Florida non-profit membership corporation.

K. Voting Rights¹ – If a unit is owned by one person, his right to vote shall be established by the record title to his unit. If a unit is owned by more than one person, the owners shall determine the vote among themselves and each unit shall have only one vote. If a unit is owned by a corporation, the person

¹Incorporates and updates Amendment dated 12/2/98.

entitled to cast the vote for the unit shall be designated by a certificate of appointment signed by the president or vice-president, attested by the secretary or assistant secretary of the corporation and filed with the Secretary of the Association. Such certificate shall be valid until revoked or until superseded by a subsequent certificate or until a change in the ownership of the unit concerned.

L. **Ninety-nine (99) Year Recreation Lease** - Refers to the interest of the Association in and to the recreational facilities, which lease is recorded in the Public Records of Pinellas County, State of Florida, which lease is attached hereto and made a part hereof marked Exhibit B.

M. **Common Expenses** - Common expenses include:

- (1) expenses of administration and management of the condominium property
- (2) expenses of maintenance, operation, repair or replacement of common elements
- (3) expenses under 99-Year Recreational Lease
- (4) expenses declared common expenses by the provisions of this Declaration of Condominium or the By-Laws, and
- (5) any valid charge against the condominium as a whole.

N. **Recreational Facilities** - Recreational facilities shall mean and include the facilities provided under the 99-Year Recreational Lease.

O. **Institutional Mortgagee** - Is the owner and holder of a mortgage encumbering a condominium parcel.

P. **Developer's Units and Privileges - Deleted**

Q. **Institutional Mortgage** - Is a mortgage owned or held by institutional mortgagee.

R. **Utility Services** - Utility services, as defined in the Condominium Act and construed with reference to this Condominium and as defined in this Declaration and By-Laws, shall include, but not be limited to, electric power, gas, water, heating, air conditioning, and sewage and garbage disposal.

6. Identification.

The condominium units and all other improvements constructed on the condominium property are set forth in detail in Exhibit C attached hereto and made a part hereof. Each condominium unit is described in said plan in such a manner that there can be determined therefrom the identification, location, dimensions, and size of each unit, as well as of the common elements appurtenant thereto.

Each condominium unit is identified by a number, as shown on the plans attached hereto as Composite Exhibit C and made a part hereof, so that no unit bears the same designation as does any other unit.

7. Easements.

Each of the following easements is a covenant running with the land of the Condominium and notwithstanding any of the other provisions of this Declaration, may not be substantially amended or revoked in such a way as to unreasonably interfere with their proper and intended use and purpose, and shall survive the termination of the condominium and the exclusion of any of the lands of the Condominium from the Declaration of Condominium.

A. **Utilities** - As may be required for utility services in order to adequately serve the Condominium and to adequately serve lands (other than the Condominium property) now or hereafter owned by the lessors under the 99-Year Recreational Lease which are adjacent to or in the vicinity of the Condominium property, provided, however, that easements through a unit shall be only according to the plans and specifications for the building containing the unit or as the building is actually constructed, unless approved, in writing, by the unit owner.

B. **Pedestrian and Vehicular Traffic** - For pedestrian traffic over, through, and across sidewalks, paths, lanes and walks, as the same may from time to time exist upon the common elements; and for the vehicular traffic over, through and across such portions of the common elements as may be found from time to time paved and intended for such purposes; but the same shall not give or create in any person the right to park upon any portions of the Condominium property, except as is set forth in paragraph 9(a) hereof.

C. **Access by Private or Public Road** - Ingress and egress to the land shall be by private or public road over the lands described in Exhibit A. Said private or public roads shall service and be subject to use by other lands in Paradise Shores, provided that in the event the said road referred to herein is private, then the expense for maintenance and repair of such road shall be borne as a common expense ratably by all condominiums and other lands using said road.

8. Common Elements.

Common elements as hereinabove defined shall include within its meaning, in addition to the items listed in the Florida Condominium Act, the following items:

A. An exclusive easement for the use of the air space occupied by the condominium unit as it exists at any particular time and as the unit may lawfully be altered.

B. An undivided share in the common surplus.

C. Cross-easements for ingress, support, maintenance, repair, replacement and utilities.

D. Easements for encroachments by the perimeter walls, ceilings, and floors surrounding each condominium unit caused by the settlement or movement of the building or caused by minor inaccuracies in building or rebuilding which now

exist or hereafter exist, and such easements shall continue until such encroachment no longer exists.

E. Easement for overhanging troughs or gutters, downspouts, and the discharge therefrom of rainwater and the subsequent flow thereof over condominium units or any of them.

9. Ownership of Common Elements.

The owner of each unit shall own a share and certain interest in the Condominium property which are appurtenant to his unit, which include but are not limited to the following items which are appurtenant to the several units, as indicated:

A. Automobile Parking Space.

The exclusive right to use for vehicle parking the parking space which may from time to time be attributed by the Board to a unit, which attribution shall not be recorded among the public records. Any portion of the condominium property may be designated for parking purposes by the Board, except the Board shall not have the authority to designate or relocate a covered parking space without first obtaining the written consent of the owner to whom said covered parking space has been assigned. The Board may from time to time, should they determine there be a need, change the parking space attributed to a unit, provided that a unit always has a parking space. This provision is made in contemplation of the fact that from time to time one or more unit owners may be under a physical disability which would require the attribution of a parking space more convenient to their units and to give the Association the power and flexibility to deal with such situations. The Board's discretion in allocating, designating, or changing a parking space attributed to a unit as aforescribed shall be limited to a space which is within the lands described in Exhibit 'A', hereto or any land immediately adjacent thereto.

B. Common Elements.

The undivided shares, stated as percentages, in the common elements appurtenant to each of the condominium units as set forth on the schedule attached hereto and made a part hereof by reference as Exhibit D.

C. Association.

The membership of each unit owner in the Association and the interest of each unit owner in the funds and assets held by the Association.

D. Recreational Facilities.

The right to use, occupy and enjoy recreational facilities set forth in Exhibit B, subject to the provisions of the 99-Year Recreational Lease, this Declaration, the By-Laws, and rules and regulations.

E. Common Surplus.

Each unit owner shall own any common surplus of his condominium in the same percentage as the common elements appurtenant to each unit are owned as set forth in Exhibit D as it pertains to the Paradise Shores Group Nos. 1,2,3,4,5,6,7,8,9,10,11,12 and 14.

This provision shall be applicable as the property described in Exhibit A attached hereto and made a part hereof is utilized in whole or in part for the use and benefit of these condominiums. However, this ownership does not include the right to withdraw or require payment or distribution of the same, inasmuch as common surplus shall constitute advance payment of estimated monthly maintenance and shall be supplied in reduction thereof for the next ensuing monthly maintenance payments during the fiscal year. Any reduction as aforesaid shall be allocated over the next succeeding fiscal year.

F. Covered Parking Spaces.

The shelters covering the parking spaces have been designated as part of the limited common elements and shall be maintained by the Association.

10. Maintenance Agreement. Deleted.²

11. Common Expenses.

Common expenses shall be shared severally, not jointly, by each unit owner in the same percentage as the common elements appurtenant to each unit are owned as set forth in Exhibit D.

12. Governing Body.

The affairs of the Condominium shall be conducted by a corporation incorporated pursuant to the Florida Statutes governing corporations not for profit. The name of the corporation to conduct the affairs of the Condominium is Paradise Shores Apartments, Inc.. Articles of Incorporation are attached hereto as Exhibit G. The By-Laws of the Association are attached hereto as Exhibit E and made a part hereof as though set out in full.

Recognizing the unique architectural features of Paradise Shores and that there are certain reciprocal rights and duties to be shared between all condominiums within Paradise Shores, and mindful of the fact that the maintenance and control of such matters would be facilitated by the use of one governing entity, it is expressly understood and agreed that Paradise Shores Apartments, Inc. shall be the condominium association for all condominiums constructed on Paradise Shores land.

² Incorporates Amendment dated 3/1/75.

All persons hereafter owning condominium parcels (owners) in any condominium of Paradise Shores, which interest is evidenced by recordation of a proper instrument in the Public Records of Pinellas County, Florida, shall automatically be members of the Association, and such membership shall automatically terminate when such persons have divested themselves of such interest.

An owner or owners of a single condominium parcel shall collectively be entitled to one (1) vote, which vote shall be cast by the voting member.

A person or entity owning more than one (1) condominium parcel may be designated as a voting member for each such condominium parcel which it or he owns.

All the affairs, policy, regulations and property of the Association shall be controlled and governed by the Board, pursuant to the By-Laws, Article II.

The Association through its Board shall have all the powers as described in the By-Laws, Article II, Section 6, and the Articles of Incorporation, Section III.

The By-Laws may be amended in the manner provided for therein, but no amendment to said By-Laws shall be adopted which would affect or impair the validity or priority of any mortgage covering any condominium parcel(s), or the 99-Year Recreational Lease, or which would change the provisions of the By-Laws with respect to institutional mortgagees or the lessor under the 99-Year Recreational Lease, without the written approval of all institutional mortgagees of record, and the lessor under the said 99-Year Recreational Lease.

The Association may levy reasonable fines against a unit owner or resident for failure of the owner, resident or guest to comply with any provision of the Paradise Shores governing documents. No fine will become a lien against a unit and no fine may exceed One Hundred Dollars (\$100.00) per violation; however a fine may be levied on the basis of each day of a continuing violation, with a single notice, provided that no such fine shall in the aggregate exceed One Thousand Dollars (\$1000.00). No fine may be levied except after giving reasonable notice and opportunity for a hearing to the unit owner or resident. The hearing must be held before a committee of other unit owners. If the committee does not agree with the fine, the fine may not be levied.³

13. Maintenance of the Condominium Unit.

A. Responsibility of the Association.

The Association shall maintain, repair or replace at the Association's own expense:

(1) All portions of the units (except interior wall surfaces) contributing to the support of the building which portions shall include, but not be limited to, the outside walls of the building and load bearing columns.

(2) All conduits, ducts, plumbing, wiring and other facilities for the furnishing of utility services which are contained in the portions of the unit contributing to the support of the building or within interior boundary walls, and all such facilities contained within a unit which service part or parts of the Condominium other than the unit within which they are contained.

(3) All incidental damage caused to an apartment by such work shall be promptly repaired at the expense of the Association.

B. Responsibility of the Condominium Parcel Owner.

The responsibility of the condominium parcel owner shall be as follows:

(1) To maintain in good condition and repair or replace at his expense all defective portions of the unit, except the portions to be maintained, repaired or replaced by the Association.

(2) To promptly report to the Association any defects or need for repairs, the responsibility for the remedy of which is that of the Association.

C. Enforcement of Maintenance.

In the event the owner of a unit fails to maintain it as required above, the Association or any other unit owner shall have the right to proceed in a Court of equity to seek compliance with the foregoing provisions, or the Association shall have the right to assess the unit owner for the necessary sums to put the unit in good condition. After such assessment, the Association shall have the right to have its employees or agents enter the unit and do the necessary work to enforce compliance with the above provision.

Further, in the event a unit owner violates any of the provisions of this section, the Association shall have the right to take any and all such steps as may be necessary to remedy such violation, including, but not limited to, entry of the subject unit with or without consent of the unit owner.

14A. Material or Structural Alterations to Common Elements.

Residents and guests shall make no material or structural alteration or substantial additions or deletions to the common elements or to real property which is Association property unless approved by the Board and ratified by the affirmative vote of voting members casting not less than seventy-five percent (75%) of the total votes of the members of this Condominium present at any regular or special meeting of the unit owners called for that purpose.

³Incorporates and updates amendment dated 4/13/95.

Examples of prohibited alterations on the common elements include but are not limited to:

1. Painting or otherwise decorating or changing the appearance of any portion of a building exterior. Exception: Board-authorized holiday decorations.
2. Removal of any additions, improvements, or fixtures from the building exterior.
3. Hanging articles on the common elements. (e.g. laundry, rugs, bathing suits, etc.).
4. Obstructing, littering, defacing, or misusing the common elements.
5. Displays on the outside of windows, except holiday decorations.
6. Mounting radio or TV antennas on the common elements.
7. Mounting fans or extra air conditioners on or visible from the outside of any building.
8. Posting signs or other displays of advertising.⁴ Exception: This right is reserved to any institutional first mortgagee which may become the owner of a unit and to the Association as to any unit which it may own.
9. Clotheslines on the common elements.

Board-approved specifications for the following alterations are filed in the Office: doors, windows, screens, storm shutters, awnings.

The cost of material alterations shall be assessed as common expenses of this Condominium. Where any alterations or additions or deletions as aforescribed are exclusively or substantially exclusively for the benefit of the unit owner(s) requesting the same, then the cost of such alterations or additions shall be assessed against and collected solely from the unit owners exclusively or substantially exclusively benefiting, and the assessment shall be levied in such proportion as may be determined as fair and equitable by the Board. Where such alterations or additions exclusively or substantially exclusively benefit unit owners requesting same, said alterations or additions shall be made only when authorized by the Board and ratified by not less than seventy-five per cent (75%) of the total votes of the unit owners exclusively or substantially exclusively benefiting therefrom, and where said unit owners are ten or less, the approval of all but one shall be required.

14B. Structural Alterations to Units.

No structural alterations shall be made in any unit, except upon approval of the Board.

15. Assessments, Liability, Lien and Priority, Interest, and Collection.

Common expenses shall be assessed against each condominium parcel owner by the Association as provided in paragraph 11 above.

Every assessment, regular or special, made hereunder, and costs incurred in collecting same, including reasonable attorney's fees, shall be secured by a lien against the condominium parcel and all interest therein owned by the members against which the assessment is made, and such lien shall arise in favor of the Association and shall be effective from and after the time of recording in the public records in the county in which the condominium parcel is located of a claim of lien stating the description of the condominium parcel, the name of the record owner, the amount due and the date when due, and the lien shall continue in effect until all sums secured by the lien shall have been fully paid. The Association may charge an administrative late fee as allowed by law, from time to time.

The Board may take such action as they deem necessary to collect assessments, by personal action or by enforcing and foreclosing said lien and may settle and compromise same if in the best interest of the Association. The delinquent members shall pay all costs including reasonable attorneys' fees incident to the collection of such assessments or enforcement of such lien. In any lien foreclosure, the condominium parcel owner may be required to pay a reasonable rental for continued occupancy or use of the condominium parcel, and plaintiff in the foreclosure shall be entitled to the appointment of a receiver to collect same. The Association shall be entitled to bid at any sale held pursuant to a suit to foreclose an assessment lien and to apply against said bid sums due the Association for assessments, interest, and collection costs.

As to priority between the lien of a recorded mortgage and the lien for an assessment, the lien for assessment shall be subordinate and inferior to any recorded institutional first mortgage regardless of when said assessment was due, but not to any other mortgage. The Association shall maintain a register of institutional first mortgages and shall give such mortgagees notice, in writing, of all notices given by the Association to the owner of such condominium parcel encumbered by such institutional first mortgage.

If the mortgagee of a first mortgage of record, or the lessor of the aforescribed 99-Year Recreational Lease, or any other purchaser or purchasers of a condominium parcel obtains title to the condominium parcel as a result of the foreclosure of the first mortgage, or of the pledge held by the lessor of the 99-Year Recreational Lease, or by voluntary conveyance in lieu of such foreclosure, such acquirer of title, his successors and assigns, shall not be liable for the share of common expenses or assessments by the Association pertaining to such condominium parcel or chargeable to the former owner of such condominium parcel which became due prior to

⁴Incorporates and updates amendment dated 2/13/78.

acquisition of title as a result of the foreclosure or of voluntary conveyance in lieu of said foreclosure. Such unpaid shares of common expenses or assessments shall be deemed to be common expenses collectible from all of the owners of condominium parcels in Paradise Shores, including such acquirer, his successors and assigns.

Any party who acquires the ownership of a condominium parcel (except through foreclosure of a first mortgage of record or through foreclosure of the pledge held by the lessor of the 99-Year Recreational Lease as described above, or by deed in lieu of such foreclosure), including, without limitation, parties acquiring title by operation of law, and including purchasers at judicial sales, shall not be entitled to occupancy of the unit or enjoyment of the common elements until such time as all unpaid assessments due and owing by the former unit owner have been paid.

The Association, acting through its Board, shall have the right to assign its claim and lien rights for the recovery of any unpaid assessments.

15A. Liability for Expenses of Recreational Facilities and All Other Expenses Shared by All Paradise Shores Condominiums.

Inasmuch as the expense of the recreational facilities is shared by all condominiums within Paradise Shores, and to the extent that there may be other expenses which may be shared by all condominiums within Paradise Shores, such expenses shall be shared ratably by all condominiums within Paradise Shores, with the aggregate square footage of all condominium units within each separate way of clarification, in arriving at the ratable share of each separate condominium for such expenses, the numerator shall be the aggregate square footage of units within each separate condominium and the denominator shall be the aggregate square footage of all condominium units within Paradise Shores. Insofar as each unit within a condominium is concerned, said individual unit's obligation for such expense shall be based upon its percentage of ownership of common elements as set out in Exhibit D attached hereto.

16. Insurance.

A. Liability Insurance.

The Board shall obtain Public Liability and Property Damage Insurance covering all of the common elements of the condominium, and insuring the Association, and the common owners as its and their interest appear, in such amounts as the Board may determine from time to time, provided that the minimum amount of coverage shall be

\$100,000/\$300,000/\$10,000. Said insurance shall include, but not limit the same to, water damage, legal liability, hired automobile, non-owned automobile, and off-premises employee coverages. All liability insurance shall contain cross liability endorsement to cover liabilities of the unit owners as a group to a unit owner. Premiums for the payment of such insurance shall be paid by the Association and charged as a common expense.

B. Casualty Insurance.

(1) Purchase of Insurance.

The Association shall obtain fire and extended coverage insurance and vandalism and malicious mischief insurance, insuring all of the insurable improvements within the condominium, including personal property owned by the Association, in and for the interest of the Association, all unit owners and their mortgagees, as their interests may appear, in a company acceptable to the standards set by the Board, in an amount equal to the maximum insurable replacement value, as determined annually by the Board. The premiums for such coverage and other expenses in connection with said insurance shall be paid by the Association and charged as a common expense. The company or companies with whom the Association shall place its insurance coverage, as provided in this Declaration, must be good and responsible companies, authorized to do business in the State of Florida. The institutional first mortgagee owning and holding the first recorded mortgage encumbering a condominium unit shall have the right, for so long as it owns and holds any mortgage encumbering a condominium unit, to approve the policies and the company or companies who are the insurers under the insurance placed by the Association, as herein provided, and the amount thereof, and the further right to designate and appoint the insurance trustee. At such time as the aforesaid institutional first mortgagee is not the holder of a mortgage on a unit, then these rights of approval and designation shall pass to the institutional first mortgagee having the highest dollar indebtedness on units in the condominium property, and in the absence of the action of said mortgagee, the Association shall have said right without qualification.

(2) Loss Payable Provisions - Insurance

Trustee.

All policies purchased by the Association shall be for the benefit of the Association, all unit owners, and their mortgagees, as their interest may appear. Such policies shall be deposited with the Insurance Trustee (as hereinafter defined), who must first acknowledge that the policies and any proceeds thereof will be held in accordance with the terms hereof. Said policies shall provide that all insurance proceeds payable on

account of loss or damage shall be payable to First National Bank in St. Petersburg, as Trustee, or to any other bank in Florida with trust powers, as may be approved by the Board, which Trustee is herein referred to as "the Insurance Trustee". The Insurance Trustee shall not be liable for the payment of premiums nor for the renewal or the sufficiency of policies, nor for the failure to collect any insurance proceeds, nor for the form or content of the policies. The sole duty of the Insurance Trustee shall be to receive such proceeds as are paid and hold the same in trust for the purposes elsewhere stated herein, and for the benefit of the Association, the unit owners and their respective mortgagees, in the following shares, but such share need not be set forth upon the records of the Insurance Trustee:

(a) Common Elements: Proceeds on account of damage to common elements - an undivided share for each unit owner, such share being the same as the undivided share in the common elements appurtenant to his unit.

(b) Condominium Units: Proceeds on account of condominium units shall be in the following undivided shares:

1. Partial Destruction - when units are to be repaired and restored - for the owners of the damaged units in proportion to the cost of repairing the damage suffered by each unit owner.

2. Total Destruction of Condominium Improvements, or where "very substantial" damage occurs and the condominium improvements are not to be restored, as provided hereinafter in this Section - for the owners of all condominium units, each owner's share being in proportion to his share in the common elements appurtenant to his condominium unit.

(c) Mortgagees. In the event an institutional mortgage encumbers a unit, the share of the unit owner shall be held in trust for the mortgagee and the unit owner, as their interest may appear, provided, however, that no mortgagee shall have any right to determine or participate in the determination as to whether or not any damaged property shall be reconstructed or repaired.

(3) Distribution of Proceeds.

Proceeds of insurance policies received by the Insurance Trustee shall be distributed to or for the benefit of the beneficial owners and expended or disbursed after first paying or making provision for the payment of the expenses of the Insurance Trustee in the following manner:

(a) Reconstruction or Repair: If the damage for which the proceeds were paid is to be repaired and restored, the remaining proceeds shall be paid to defray the cost thereof, as elsewhere provided. Any proceeds remaining after defraying such costs shall be distributed to the beneficial owners, all remittances to unit owners and their mortgagees being payable jointly to them. This is a covenant for the benefit of any mortgagee of a unit and may be enforced by him.

Said remittance shall be made solely to an institutional first mortgagee when requested by such institutional first mortgagee whose mortgage provides that it has the right to require application of the insurance proceeds to the payment or reduction of its mortgage debt.

(b) Failure to Reconstruct or Repair: If it is determined in the manner elsewhere provided that the damage for which the proceeds are paid shall not be repaired and restored, the proceeds shall be disbursed to the beneficial owners, remittances to unit owners and their mortgagees being payable jointly to them. This is a covenant for the benefit of any mortgagee of a unit and may be enforced by him. Said remittance shall be made solely to an institutional first mortgagee when requested by such institutional first mortgagee whose mortgage provides that it has the right to require application of the insurance proceeds to the payment of its mortgage debt. In the event of loss or damage to personal property belonging to the Association, and should the Board determine not to replace such personal property as may be lost or damaged, the proceeds shall be disbursed to the beneficial owners as surplus in the manner elsewhere stated.

(c) Certificate: In making distribution to unit owners and their mortgagees, the Insurance Trustee may rely upon a certificate of the Association as to the names of the unit owners and their respective shares of the distribution, approved in writing by an attorney authorized to practice law in the State of Florida, a title insurance company or abstract company authorized to do business in the State of Florida. Upon request of the Insurance Trustee, the Association forthwith shall deliver such certificate.

(4) Loss Within a Single Unit(s).

If loss shall occur within a single unit or units, without damage to the common elements, the insurance proceeds shall be distributed to the beneficial unit owner(s), remittances to unit owners and their mortgagees being payable jointly to them. This is a covenant for the benefit of any mortgagee of a unit and may be enforced by him. Said remittance shall be made solely to an institutional first mortgagee whose mortgage provides that it has the right to require application of the insurance proceeds to the payment or reduction of its mortgage debt. The unit owner shall thereupon be fully responsible for the restoration of the unit.

(5) Loss Less than "Very Substantial"

Where a loss or damage occurs to more than one unit, or to the common elements, or to any unit or units and the common elements, but said loss is less than "very substantial" (as hereinafter defined), it shall be obligatory upon the Association and the unit owners to repair, restore or rebuild the damage caused by said loss. Where such loss or damage is less than "very substantial":

(a) The Board shall promptly obtain reliable and detailed estimates of the cost of repairing and restoration.

(b) If the damage or loss is limited to the common elements, with no or minimum damage or loss to any individual units, and if such damage or loss to the common elements is less than \$3,000, the insurance proceeds shall be endorsed by the Insurance Trustee over to the Association, and the Association shall promptly contract for the repair and restoration of the damage.

(c) If the damage or loss involves individual units encumbered by institutional first mortgages, as well as the common elements, or if the damage is limited to the common elements alone, but is in excess of \$3,000, the insurance proceeds shall be disbursed by the Insurance Trustee for the repair and restoration of the property upon the written direction and approval of the Association, and provided, however, that upon the request of an institutional first mortgagee the written approval shall also be required of the institutional first mortgagee owning and holding the first recorded mortgage encumbering a condominium unit, so long as it owns and holds any mortgage encumbering a condominium unit. At such time as the aforesaid institutional first mortgagee is not the holder of a mortgage on a unit, then this right of approval and designation shall pass to the institutional first mortgagee having the highest dollar indebtedness on units in the condominium property. Should written approval be required as aforesaid, it shall be said mortgagee's duty to give written notice thereof to the Insurance Trustee. The Insurance Trustee may rely upon the certificate of the Association and the aforesaid institutional first mortgagee, if said institutional first mortgagee's written approval is required as to the payee and the amount to be paid from said proceeds. All payees shall deliver paid bills and waivers of mechanics' liens to the Insurance Trustee, and execute any affidavit required by law or by the Association, the aforesaid institutional first mortgagee, and Insurance Trustee, and deliver same to the Insurance Trustee. In addition to the foregoing, the institutional first mortgagee whose approval may be required as aforesaid, shall have the right to require the Association to obtain a completion, performance and payment bond in an amount and with a bonding company authorized to do business in the State of Florida, which are acceptable to said mortgagee.

(d) Subject to the foregoing, the Board shall have the right and obligation to negotiate and contract for the repair and restoration of the premises.

(e) If the net proceeds of the insurance are insufficient to pay for the estimated cost of restoration and repair (or for the actual cost thereof, if the work has actually been done), the Association shall promptly, upon determination of the deficiency, levy a special assessment against all unit owners in proportion to the unit owners' share in the common

elements, for that portion of the deficiency as is attributable to the cost of restoration of the common elements, and against the individual unit owners for that portion of the deficiency as is attributable to his individual unit, provided however, that if the Board finds that it cannot determine with reasonable certainty the portion of the deficiency attributable to specific individual damaged unit(s), the Board shall levy the assessment for the total deficiency against all of the unit owners in proportion to the unit owners' share in the common elements, just as though all of said damage had occurred in the common elements. The special assessment funds shall be delivered by the Association to the Insurance Trustee and added by said Trustee to the proceeds available for the repair and restoration of the property.

(f) In the event the insurance proceeds are insufficient to pay for the cost of restoration and repair, or in the event the insurance proceeds are insufficient but additional funds are raised by special assessment within ninety (90) days after the casualty, so that sufficient funds are on hand to fully pay for such restoration and repair, then no mortgagee shall have the right to require the application of insurance proceeds as to the payment of its loan, provided however, that this provision may be waived by the Board in favor of any institutional first mortgagee upon request therefor, at any time. To the extent that any insurance proceeds are required to be paid over to such mortgagee, the unit owner shall be obligated to replenish the funds so paid over, and said unit owner and his unit shall be subject to special assessment for such sum.

(6) "Very Substantial" Damage.
As used in this Declaration, or any other context dealing with this Condominium, the term "very substantial" damage shall mean loss or damage whereby three-fourths (3/4) or more of the total unit space in the Condominium is rendered untenable, or loss or damage whereby seventy-five percent (75%) or more of the total amount of insurance coverage (placed as per Section 16.B(1)) becomes payable. Should such "very substantial" damage occur, then:

(a) The Board shall promptly obtain reliable and detailed estimates of the cost of repair and restoration thereof.

(b) The provisions of Section 16.B(5)(f) shall not be applicable to any institutional first mortgagee who shall have the right, if its mortgage so provides, to require application of the insurance proceeds to the payment or reduction of its mortgage debt. The Board shall ascertain as promptly as possible the net amount of insurance proceeds available for restoration and repair.

(c) Thereupon, a membership meeting shall be called by the Board, to be held not later than sixty (60) days after the casualty, to determine the wishes of the membership with reference to the abandonment of the condominium project, subject to the following:

1. If the net insurance proceeds available for restoration and repair, together with the insurance proceeds paid over to the institutional first mortgagees, are sufficient to cover the cost thereof, so that no special assessment is required, then the Condominium property shall be restored and repaired, unless two-thirds (2/3) of the total votes of the members of the Condominium shall vote to abandon the condominium project, in which case the condominium property shall be removed from the provisions of the law, in accordance with the Florida Condominium Act.

2. If the net insurance proceeds available for restoration and repair, together with funds advanced by unit owners to replace insurance proceeds paid over the institutional first mortgagees, are not sufficient to cover the costs thereof, so that a special assessment will be required, then if a majority of the total votes of the Condominium vote against such special assessment and to abandon the Condominium Project, then it shall be so abandoned and the property removed from the provisions of the law in accordance with the Florida Condominium Act. In the event a majority of the total votes of the members of the Condominium vote in favor of the special assessment, the Association shall immediately levy such assessment, and thereupon the Association shall proceed to negotiate and contract for such repairs and restoration, subject to the provisions of paragraph 16.(5)(c) and (d) above. The special assessment funds shall be delivered by the Association to the Insurance Trustee and added by said Trustee to the proceeds available for the repair and restoration of the property. The proceeds shall be disbursed by the Insurance Trustee for the repair and restoration of the property, as provided in Paragraph 16.(5)(c) above. To the extent that any insurance proceeds are paid over to such mortgagee, and in the event it is determined not to abandon the Condominium Project and to vote a special assessment, the unit owner shall be obliged to replenish the funds so paid over to his mortgagee, and said unit owner and his unit shall be subject to special assessment for such sum.

(d) In the event any dispute shall arise as to whether or not "very substantial" damage has occurred, it is agreed that such a finding made by the Board shall be binding upon all unit owners.

(7) Surplus.

It shall be presumed that the first monies disbursed in payment of costs of repair and restoration shall be from the insurance proceeds, and if there is a balance in the funds held by the Insurance Trustee after the payment of all costs of the repair and restoration, such balance shall be distributed to the beneficial owners of the fund in the manner elsewhere stated.

(8) Certificate.

The Insurance Trustee may rely upon a certificate of the Association, certifying whether or not the damaged property is to be repaired and restored.

Upon request of the Insurance Trustee, the Association forthwith shall deliver such Certificate.

(9) Plans and Specifications.

Any repair and restoration must be substantially in accordance with the plans and specifications for the original building, or as the building was last constructed, or according to the plans approved by the Board, which approval shall not be unreasonably withheld. If any material of substantial change is contemplated, the approval of all institutional first mortgagees shall also be required.

(10) Associations' Power to Compromise Claim.

The Association is hereby irrevocably appointed agent for each unit owner, for the purpose of compromising and settling claims arising under insurance policies purchased by the Association, and to execute and deliver releases therefor, upon the payment of claims.

C. Workmen's Compensation.

Workmen's compensation policy to meet the requirements of law.

D. Other Insurance.

Such other insurance as the Board shall determine from time to time to be desirable.

E. Unit Owner Insurance.

Each individual unit owner shall be responsible for purchasing, at his own expense, liability insurance to cover accidents occurring within his own unit, and for purchasing insurance upon his own personal property, and living expense insurance, and such insurance, where applicable, shall contain the same waiver of subrogation, if available as referred to in paragraph F hereinafter.

F. Right of Subrogation.

If available, and where applicable, the Board shall endeavor to obtain policies which provide that the insurance company waives its right of subrogation as to any claims against unit owners, the Association, and their respective servants, agents and guests.

17. *Obligations of Members.*

In addition to other obligations and duties heretofore set out in this Declaration, the following shall apply.

A. Every resident and guest has an obligation to abide by the Paradise Shores governing documents.

B. Condominium units shall be used for residential purposes only, consistent with existing law. Commercial and industrial endeavors of any kind are prohibited within a unit.

C. Pets are prohibited on the Condominium properties with the exception of small caged birds and tropical fish in tanks not exceeding 15 gallons. All other types of pets are prohibited.⁵

D. Sound-producing entertainment equipment and musical instruments must not be audible outside the unit between 10:00 PM and 8:00 AM.

⁵Incorporates and updates Amendment dated 2/12/79.

E. Residents and guests shall not do anything within their unit or on the common elements which would adversely affect the safety or soundness of the common elements or any portion of the Association property or condominium property which is to be maintained by the Association.

F. The Association has the irrevocable right of access to each unit during reasonable hours, when necessary for the maintenance, repair, or replacement of any common elements or of any portion of a unit to be maintained by the Association pursuant to the Declaration or as necessary to prevent damage to the common elements or to a unit or units.

G. Children 12 years of age and younger must be appropriately supervised while on the Paradise Shores common elements.

H. Washing machines and clothes dryers are prohibited within the unit.

I. Other than at the swimming pool area, bathing suits or trunks or similar apparel are permitted on the common elements only if covered by a beach robe or other similar attire. Exceptions: the area immediately in front of or the grassy area immediately to the rear of a unit.

J. Owners, lessees, and guests shall not use or permit the use of their premises in any manner which would be disturbing or be a nuisance to other owners, or in such a way as to be injurious to the reputation of the property.

K. No resident or guest shall assert control over employees of the Association, or send said employees upon the private business of said resident or guest during business hours. Association employees are responsible only to the Executive Board.

L. Cooking is prohibited on all areas of the common elements, except the area specifically designated, namely, the cookout area west of the pool on the recreational facility.

M. Payment of monthly assessments shall be made at the administrative office of Paradise Shores Apts. Inc., 5230 81st. St. No., St. Petersburg, FL 33709, or at such other place as may be designated from time to time by the Board. Payments made by check shall be made payable to the order of Paradise Shores Apartments Inc., and shall be accompanied by the appropriate monthly coupon. Payment of regular assessments are due on the first day of each month, and, if ten (10) or more days late, are subject to a late charge as prescribed by the Board. Payments may be made by direct withdrawal through an agreement between Paradise Shores Apartments, Inc. and Premium Community Bank, or such other institution as the Board may select. Payment of that portion of the monthly assessment attributable to the Association's obligation to the Julius Green Trust under the 99-Year Recreational Lease shall be included as a part of the monthly assessment fee.

N. No one other than qualified repairmen (licensed and insured), Association maintenance

employees, and persons designated by the Board may enter upon any roof or in any power room.

17A. Older Persons Community.

Paradise Shores Apartments, Inc., a condominium, consisting of Paradise Shores Groups 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, and 14, is designated and determined to be "Housing for Older Persons" as those terms are defined in the Fair Housing Amendment Act of 1988 (a Public Law 100-430). Accordingly, to insure that the condominium qualifies as "Housing for Older Persons", the following shall apply to Paradise Shores:

1. At all times the condominium shall have at least eighty percent (80%) of all the units constituting Paradise Shores permanently occupied by at least one (1) person who is fifty-five (55) years of age or older.

2. The term "Permanently occupied" means that a resident must occupy his unit for a minimum of sixty (60) days within any consecutive twelve (12) month period.

3. No person shall be approved for purchase of a unit in Paradise Shores under paragraph 18 A unless at least one (1) of the proposed unit owners and at least one (1) of the proposed unit occupiers is fifty-five (55) years of age or older.

4. No person shall be approved for rental or lease of a unit at Paradise Shores unless at least one (1) resident shall be fifty-five (55) years of age or older.

In the event of the death of the tenant who is fifty-five (55) years of age or over and there is another tenant less than fifty-five (55) years of age who shall continue to permanently occupy the unit, then this lease may be terminated upon thirty (30) days prior written notice at the sole discretion of the Board to insure continued compliance with the Condominium being a "Housing for Older Persons" under the Fair Housing Amendment Act of 1988.

5. It is intended that the remaining twenty percent (20%) of the units not required to have a permanent occupant fifty-five (55) years of age or older shall be reserved for those units where the unit becomes owned through inheritance, by operation of law, and those units which, as of September 13, 1988, did not have at least one person fifty-five (55) years of age or older who permanently occupied the unit.

6. The Board shall promulgate from time to time additional rules and regulations to insure continued compliance by Paradise Shores with the requirements necessary to classify Paradise Shores as "Housing for Older Persons."

7. The Board shall institute and enact such policies and procedures which will meet the physical or social needs of older persons.⁷

⁶ Incorporates and updates Amendment dated 2/13/78.

⁷ Incorporates and updates Amendment dated 3/9/89.

18. Conveyances, Sales, Rentals, Leases, and Transfers.

In order to insure the community of congenial residents and thus protect the value of the units, and to inhibit transiency and safeguard the residential character of the condominium,⁸ the sale, leasing, rental and transfer of units by any owner, shall be subject to the following provisions:

A. Conveyances, Sales and Transfers.

Prior to the sale, conveyance, or transfer of any condominium parcel to any other person other than transferor's spouse, the owner or his representative shall notify the Board, in writing, of the name and address of the person to whom the proposed sale, conveyance, or transfer is to be made and such other information as may be required by the Board. Within ten (10) days, the Board shall interview the prospective owner in order to either approve or disapprove of a proposed sale, transfer, or conveyance, in writing and shall notify the current owner of its decision. In the event the Board shall fail to approve or disapprove of a proposed sale within said ten (10) days, the failure to act as aforesaid shall be considered approval of the sale, unless the Board has made contact with the present owner explaining the delay and establishing a revised timeframe. The Association may charge a reasonable fee as determined by the Board in relation to approving such transfers in an amount as allowed by law from time to time.

In the event the Board disapproves the proposed sale, conveyance, or transfer, and if a member still desires to consummate such sale, conveyance, or transfer, he shall, thirty (30) days before such sale, conveyance, or transfer, give written notice to the Secretary of the Association of his intention to sell, convey, or transfer on a certain date, together with the price and other terms thereof, and the Association shall promptly notify the members of the Association of the date, price, and terms. Any qualified member shall have the first right over the prospective purchaser to accept such sale or transfer at the price and on the terms contained in the notice, provided that they so notify the Secretary of the Association, in writing, of the acceptance at least fifteen (15) days before the date of the intended sale or transfer, and deposit with the Secretary of the Association ten percent (10%) of the purchase price as a good faith deposit, which information and notice of deposit the Association shall promptly forward to the owner. In the event no members of the Association accept first right of purchase as aforescribed, then the Association must either approve the transaction or furnish a purchaser approved by the Association who will accept the transaction upon the price and upon the terms contained in the notice, provided the Association, at least ten (10) days before the date of the intended sale or transfer, notifies the owner that a purchaser has been furnished and that said purchaser has deposited

ten percent (10%) of the declared purchase price with the Association as a good faith deposit for the intended sale. In the event the member giving notice receives acceptance from more than one (1) member, it shall be discretionary with the member giving notice to consummate the sale or transfer with whichever of the accepting members he chooses.

In the event the member giving notice receives no written notice from any member of the Association accepting his price and terms of the proposed sale or transfer on or before ten (10) days before the date given in the notice as the day of sale or transfer, then that member may complete the sale or transfer on the day and at the price and terms given in his notice, but on no other day or at no other price or terms without repeating the procedure outlined above. In the event the member makes a sale or transfer without first complying with the terms hereof, any other qualified member shall have the right to redeem from the purchaser, according to the provisions hereof. The member's redemption rights shall be exercised by the member reimbursing the purchaser for the monies expended, and immediately after such reimbursement said purchaser or transferee shall convey all of his right, title, and interest to the member or members making the redemption.

An affidavit of the Secretary of the Association stating that the Board approved in all respects on a certain date the sale or transfer of a condominium parcel to certain persons shall be conclusive evidence of such fact, and from the date of approval as stated in the affidavit the redemption rights herein afforded the members shall terminate.

An affidavit of the Secretary of the Association stating that the Board was given proper notice on a certain date of a proposed sale or transfer and that the Board disapproved or failed to act on such proposed sale or transfer, and that thereafter all the provisions hereof which constitute conditions precedent to a subsequent sale or transfer of a condominium parcel have been complied with, and that the sale or transfer of a particular condominium parcel to particularly named persons does not violate the provisions hereof, shall be conclusive evidence of such facts for the purpose of determining the status of the person's title to such condominium parcel sold or transferred. Such affidavit shall not be evidence of the fact that the subsequent sale or transfer to such persons was made at the price, terms, and date stated in the notice given to the Secretary, but one hundred twenty (120) days after the date of the notice to the Board as stated in the affidavit, the redemption rights herein afforded the members shall terminate.

No person, or other legal entity, may own or possess

⁸ Incorporates Amendment dated 2/11/85.

an ownership interest in more than two (2) condominium units. This restriction shall not apply to: (1) an institutional mortgagee who has received title to a unit through foreclosure or deed in lieu of foreclosure; or (2) any ownership interest that may have existed on or before the date this amendment is recorded in the Public Records of Pinellas County, Florida; or (3) the inheritance of any unit.⁹

B. Rental or Lease

A condominium parcel shall not be leased or rented without an interview and prior written approval of the Association, which approval shall not be unreasonably withheld. Under no circumstances may the Association approve a lease or rental for less than ninety (90) days.¹⁰ All leases or rentals of condominium units shall be for a period of either one year minimum, or if leased or rented seasonally, no condominium may be leased or rented for more than two (2) rental periods in any consecutive twelve (12) month period.¹¹ The Board shall have the right to require that a substantially uniform lease be used.¹⁰

Leasing or rental of a unit shall be permitted only after the title holder has occupied the unit for a period of six (6) consecutive months or after the title holder has owned the unit for one (1) year; however, in the event that unit ownership occurs through inheritance or by operation of law, the Board may make an exception to these two (2) restrictions, and such exception shall not be unreasonably withheld. Use of units during owners' absence is permitted for a maximum of one (1) cumulative month in any consecutive twelve (12) month period. Persons occupying a unit in excess of one (1) cumulative month shall conclusively be deemed to be lessees, and all provisions contained in the Paradise Shores governing documents shall apply to said occupancy.¹²

In the event the Board approves a rental or lease, such approval shall not release the member from any obligation under this Declaration, and either the lessee or the member shall have the right to use the land and recreational facilities to the exclusion of the other party, unless the other party is invited as a guest.

Completely apart from and in addition to the Association's right to approve or disapprove any such attempted lease of a condominium unit, is the right of the Association hereby given and granted of first refusal to lease any condominium unit offered by any member of the Association. Accordingly, no owner of a condominium unit shall lease same to any party without first giving the Association notice in writing of said lease, thereby giving the Association the opportunity to determine whether it will exercise the right of first refusal to lease said condominium unit on the same terms and conditions as those contained in any bona fide offer which the owner of such condominium unit may have received. If the

Association wishes to exercise its option to lease said condominium unit on the same terms and conditions as are contained in said bona fide offer, then the Association shall notify the owner of said condominium unit of the exercise by the Association of its election to so lease said condominium unit. Such notice to be in writing and sent by certified mail to said owner within fourteen (14) days from receipt by the Association of the owner's notice to said Association as hereinabove required. If the Association has elected to lease said condominium unit, then, upon notifying the owner of said condominium unit of its election to lease said condominium unit, the Association shall execute a lease and shall consummate said lease, all on the terms and conditions as those contained in said bona fide offer. If the Association does not, within fourteen (14) days after notice to it from the owner, exercise its right of first refusal herein granted, the owner may lease the condominium unit to the proposed lessee, provided that the Association has approved of the lessee. If the Board shall so elect, it may cause its right of first refusal to lease any condominium unit to be exercised in its name for itself or for a party approved by the Board.

C. Corporation Owner Approval

If the purchaser or lessee is a corporation, the approval may be conditioned upon the approval by the Association of all occupants of the condominium parcel.

D. Transfers to Institutional Mortgagees

Notwithstanding anything to the contrary herein, the provisions of this section shall not be applicable to transfers to institutional mortgagees or to the lessor of the 99-Year Recreational Lease, whether in foreclosure or by judicial sale, or by a voluntary conveyance in lieu of foreclosure, whereby such institutional mortgagee or lessor under the 99-Year Recreational Lease becomes an owner, nor to any sale or lease by such mortgagee or lessor under the 99-Year Recreational Lease to a third party. The lessee(s) of such mortgagee or lessor shall have the right to use the land and recreational facilities, or not, as the mortgagee or lessor may determine.

E. Developer only - Deleted

F. Death of An Owner

In case of the death of an owner of a condominium parcel, the surviving spouse, if any, and if no surviving spouse, the other member or members of such owner's family residing with the owner at the time of his death, may continue to occupy said condominium parcel, and if such surviving spouse or

⁹ Incorporates and updates Amendment dated 4/13/95.

¹⁰ Incorporates and updates Amendment dated 2/12/79.

¹¹ Incorporates and updates Amendment dated 4/13/95.

¹² Incorporates and updates Amendment dated 4/13/95.

other member or members of the decedent-owner's family shall have succeeded to the ownership of the condominium parcel, the ownership thereof shall be transferred by legal process to such new owner. In the event said decedent shall have conveyed or bequeathed the ownership of his condominium parcel to some designated person or persons other than the surviving spouse or members of his family, as aforescribed, or if some other person is designated by said decedent's legal representative to receive ownership of the condominium parcel, or under the laws of descent and distribution of the State of Florida, the condominium parcel descends to some person or persons other than his surviving spouse or members of his family as aforescribed, the Board shall, within thirty (30) days of proper evidence of rightful designation served upon the President or any other officer of the Association, or within thirty (30) days from the date the Association is placed on actual notice of the said devisee or descendant, express its refusal or acceptance of the individual or individuals so designated as owners of the condominium parcel. If the Board shall consent, ownership of the condominium parcel may be transferred to the person or persons so designated, who shall thereupon become the owner of the condominium parcel, subject to the provisions of the Paradise Shores governing documents. If, however, the Board shall refuse to consent, then the members of the Association shall be given an opportunity during thirty (30) days next after said last above mentioned thirty (30) days to purchase or to furnish a purchaser, for cash, said condominium parcel at the then fair market value. Should the parties fail to agree on the value of said condominium parcel, the same shall be determined by an appraiser appointed by the senior Judge of the Circuit Court in and for Pinellas County, Florida, upon 10 days notice, on petition of any party in interest. The expense of appraisal shall be paid by the said designated person or persons or the legal representative of the deceased owner out of the amount realized from the sale of such condominium parcel. In the event the then members of the Association do not exercise the privilege of purchasing or furnishing a purchaser of said condominium parcel within said period, and upon such terms, the person or persons so designated may then, and only in such event, take title to the condominium parcel; or such person or persons or the legal representative of the deceased owner may sell said condominium parcel, but such sale shall be subject in all other respects to the provisions of the Paradise Shores governing documents.

G. Mortgage.

No parcel owner may mortgage his parcel nor any interest therein without the approval of the Association, except to a bank, life insurance company, or a federal savings and loan association. The approval of any other mortgagee may be upon

conditions determined by the Association or may be arbitrarily withheld.

H. Voided Sales.

Any sale, mortgage, or lease not authorized pursuant to the terms of the Declaration shall be void unless subsequently approved by the Association.

19. Restraint upon Separation and Partition.

Any transfer of a condominium parcel must include all elements thereof as aforescribed and appurtenances thereto, whether or not specifically described, including, but not limited to, the condominium parcel owner's share in the common elements, the unit, and his Association membership, any and all rights under the terms and conditions of the 99-Year Recreational Lease.

20. 99-Year Recreational Lease.

Paradise Shores Apartments, Inc., the condominium association, has entered into a 99-year lease with Julius Green, hereinafter referred to as "Lessor", a copy of said lease is attached hereto and made a part hereof by reference, designated as Exhibit B.

Each unit owner agrees to be bound by the terms and conditions of said lease. Said 99-year lease will permit each unit owner of each condominium in Paradise Shores to have the right, privilege, access and use of the recreational facilities. The aforescribed 99-year lease has been entered into for the use and benefit of the unit owners in this condominium and all other condominiums in Paradise Shores.

Each unit owner in this condominium and in all other condominiums of Paradise Shores shall make payment to the condominium association or to the lessor of his assessed pro rata share of the rental due under and pursuant to the said 99-year lease as part of the common expenses chargeable to his condominium parcel. It shall be mandatory for each unit owner to make his pro rata payments, as assessed by the condominium association, as part of the common expense, in order to keep in force and effect the aforescribed 99-year lease, regardless of whether or not said unit owner uses the recreational facilities.

In order to secure the faithful performance of the Association's obligation to the lessor under the said 99-year lease and in order to secure the unit owner's obligation to pay his common expenses of the subject condominium, each unit owner shall pledge his full interest in the subject condominium in favor of the said lessor. A copy of the said pledge agreement required to be executed by each unit owner of the condominium is attached hereto and made a part hereof as though set out in full and marked as Exhibit F.

Whenever any of the provisions of the 99-year lease and/or this Declaration shall be in conflict, the provisions of the 99-year lease shall be controlling.

Each unit owner, his heirs, successors, and assigns, shall be bound by said 99-year lease to the same extent and effect as if he had executed said lease for the purpose therein expressed, including, but limited to:

- (1) Adopting, ratifying, confirming, and consenting to the execution of the lease by the Association as lessee;
- (2) Covenanting and promising to perform each and every one of the covenants, promises, and undertakings to be performed by unit owners in the cases provided therefor in said lease;
- (3) Ratifying, confirming, and approving each and every provision of said lease and acknowledging that all of the terms and provisions thereof, including rental reserved, are reasonable; and
- (4) Agreeing that the persons acting as directors and officers of the Association in that acquisition of such leasehold have not breached any of their duties or obligations to the Association.

21. Easement for Unintentional and Non-Negligent Encroachment.

If a unit shall encroach upon any common element, limited common element, or upon any other unit by reason of original construction or by the non-purposeful or non-negligent act of the unit owner, then an easement appurtenant to such encroaching unit to the extent of such encroachment shall exist so long as such encroachment shall exist. If any common element or limited common element shall encroach upon any unit by reason of original construction or the non-purposeful or non-negligent act of the Association, then an easement appurtenant to such common element or limited common element to the extent of such encroachment shall exist so long as such encroachment shall exist.

22. Costs and Attorneys' Fees.

In any proceeding arising because of an alleged failure of a unit owner to comply with the terms of the Paradise Shores governing documents as amended from time to time, the prevailing party shall recover costs¹³ and such reasonable attorneys' fees as may be awarded by the Court, provided no attorneys' fees may be recovered against the Association in any such action.

23. No Waiver of Rights.

The failure of the Association or any unit owner to enforce the Paradise Shores governing documents shall not constitute a waiver of the rights to do so thereafter.

24. Type of Ownership.

Ownership of each condominium parcel shall be by Warranty Deed conveying fee simple title to each condominium unit, and the undivided share in all other improvements appurtenant to such unit. There shall be included in each parcel the undivided share in the common elements as aforescribed.

25. Amendment of Declaration.

This Declaration of Condominium may be amended by affirmative vote, of three-fourths (3/4) of the condominium parcel owners of this Condominium present at a meeting duly called for such purpose.

A copy of each amendment shall be certified by the president and secretary of the Association as having been duly adopted and shall be effective when recorded in the Public Records of Pinellas County, Florida.

Provided, however,

A. That no amendment shall be made or be valid which shall in any manner impair the security of any institutional lender having a mortgage or other lien against any condominium parcel, or shall in any manner impair the security of the lessor's interest under the 99-Year Recreational Lease. Any such amendment shall be conclusively presumed to impair the security of the lessor's interest under the 99-Year Recreational Lease unless the approval of the said lessor is expressly noted thereon in writing.

B. That no amendment shall be made increasing or decreasing a unit owner's percentage or ownership in the common elements as hereinabove stated, nor decreasing or increasing a unit owner's liability, or proportionate liability, for common expenses, unless the unit owner or unit owners so affected and all record owners of liens thereon shall join in the execution of the amendment.

26. Termination.

This condominium may be voluntarily terminated in the manner provided for in the Florida Condominium Act at any time. However, the written consent of the lessor under the 99-Year Recreational Lease shall also be required. In addition thereto, when there has been "very substantial" damage, as defined in Section 16B(6) above, this Condominium shall be subject to termination, as provided in said Section 16B(6) above, and in this event, the consent of the lessor under the 99-Year Recreational Lease shall not be required, and the lien of the lessor upon this Condominium shall terminate and be discharged. In addition thereto, if the proposed voluntary termination is submitted to a meeting of the members of the Association, pursuant to notice and is approved in

¹³"Party shall recover costs", Phrase omitted from original Declaration.

writing within sixty (60) days of the said meeting by three-fourths (3/4) of the total vote of the members of the Association, and all institutional mortgagees, and the lessor under the 99-Year Recreational Lease, then the Association and the approving owners shall have an option to purchase all of the parcels of the other non-consenting owners within a period expiring one hundred twenty (120) days from the date of such meeting. Such approvals shall be irrevocable until the expiration of the option, and if the option is exercised, the approvals shall be irrevocable. The option shall be exercised upon the following terms:

A. Exercise of Option.

An agreement to purchase, executed by the Association and/or the record owners of the parcels who will participate in the purchase, shall be delivered, by personal delivery, or mailed by certified mail or registered mail to each of the record owners of the parcels to be purchased, and such delivery shall be deemed the exercise of the option. The Agreement shall indicate which parcels will be purchased by each participating owner and/or the Association, and shall require the purchase of all parcels owned by owners not approving the termination, but the Agreement shall effect a separate contract between each seller and his purchaser.

B. Price.

The sale price for each apartment shall be the fair market value determined by agreement between the seller and the purchaser within thirty (30) days from the delivery or mailing of such Agreement, and in the absence of agreement as to price, it shall be determined by appraisers appointed by the Senior Judge of the Circuit Court in and for the area wherein the Condominium is located, on the petition of the Seller. The expenses of appraisal shall be paid by the purchaser.

C. Payment.

The purchase price shall be paid in cash.

D. Closing.

The sale shall be closed within thirty (30) days following the determination of the sale price.

27. Covenants.

All provisions of the Declaration shall be construed to be covenants running with the land and with every part thereof and interest therein, and every unit owner

and claimant of the land or any part thereof or interest therein, and his heirs, executors and administrators, successors and assigns, shall be bound by all of the provisions of the Declaration.

28. Invalidity and Operation.

Invalidation of any portion of this Declaration or of any provision contained in a conveyance of a condominium parcel, whether by judgment, court order, or statute, shall in no way affect any of the other provisions, which shall remain in full force and effect.

In the event any Court should hereafter determine that any provision as originally drafted herein violates the rule against perpetuities or any other rules of law because of the duration of the period involved, the period specified in the Declaration shall not thereby become invalid, but instead shall be reduced to the maximum period allowed under such rule of law, and for such purpose measuring lives shall be those of the incorporators of the Association.

29. Meetings of this Condominium.

Meetings called for the purpose of amending the Declaration or for such other purpose as provided for herein and requiring the vote of this Condominium as distinguished from the vote of the entire Association, shall be called, noticed, and conducted in the same manner as prescribed by the By-Laws of the Association, excepting that a quorum for such meetings would be constituted by fifty-one percent (51%) of the total members of this Condominium being present, either in person or by written proxy, as distinguished from fifty-one percent (51%) of the total members of the entire Association.

30. Interpretation.

Whenever the context so requires, the use of any gender shall be deemed to include all genders, and the use of the plural shall include the singular, and the singular shall include the plural. The provisions of this Declaration shall be literally construed to effectuate its purposes of creating a uniform plan for the operation of a condominium in accordance with the laws made and provided for same, to-wit, Chapter 711 (now 718) of the Florida Statutes, as amended.

IN WITNESS WHEREOF, the Association hereby certifies and affirms that this Amended and Restated Declaration of Condominium has been duly approved in accordance with Chapter 718, Florida Statutes and also in accordance with the Declaration of Condominium as has been amended from time to time, and the Association has caused this Certificate to be executed by its authorized officers and caused its corporate seal to be affixed hereto, this 4TH day of MARCH, 2003

PARADISE SHORES
APARTMENTS, INC.
A Not for Profit Corporation

WITNESSES By: LARRY BRENNER

Signature: [Signature]
Printed Name: Larry Brenner
Title: President

Signature: [Signature]
Printed Name: Michael De Vito

Signature: [Signature]
Printed Name: Larry Crosby

ATTEST
By: CATHERINE SWEENEY
Name: Catherine Sweeney
Title: Secretary

Signature: [Signature]
Printed Name: Larry Crosby

Signature: [Signature]
Printed Name: Phillip V. Jackson

STATE OF FLORIDA
COUNTY OF PINELLAS

The foregoing instrument was acknowledged before me this 4 day of March, 2003, by Larry Brenner and Catherine Sweeney President and Secretary, respectively, of PARADISE SHORES APARTMENTS, INC., a Florida Not For Profit Corporation. They are personally known to me or have produced personally known as identification.

[Signature]
Notary Public



Tonia H. Kistner
Commission # CC 913872
Expires Feb. 27, 2004
Bonded Thru
Atlantic Bonding Co., Inc.

JOINDER OF MORTGAGEE (Deleted - Obsolete)