

Prepared by and Return to:
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DECLARATION OF CONDOMINIUM

OF

BELLA COSTA AT MEDITERRANEAN MANORS CONDOMINIUM

MADE by the undersigned Developer, for itself, its successors, grantees and assigns.

The undersigned, FIRST BELLA COSTA, LLC, a Florida limited liability company, hereinafter referred to as the "Developer", being the owner of fee simple title of record to those certain lands located and situate in Pinellas County, Florida, being more particularly described in Exhibit "A" attached hereto, does hereby submit said lands and all of the improvements thereon designated to condominium ownership pursuant to the provisions of Chapter 718, of the Florida Statutes, hereinafter referred to as the "Condominium Act".

1. NAME

The name by which this condominium is to be identified is:

BELLA COSTA AT MEDITERRANEAN MANORS CONDOMINIUM

2. DEFINITIONS

The terms used in this Declaration and in its exhibits, including the Articles of Incorporation and Bylaws of the Association, shall be defined in accordance with the provisions of the Condominium Act, and as follows unless the context otherwise requires:

2.1 All other definitions except as set forth herein shall be determined by the definitions set forth in Florida Statute 718.103 as written as of the date of recording of this Declaration.

2.2 Assessment means a share of the funds which are required for the payment of common expenses, which from time to time is assessed against the Unit Owner.

2.3 Association means Bella Costa at Mediterranean Manors Condominium Association, Inc., a corporation not for profit, and its successors, and as further defined in Florida Statute §718.103(2).

2.4 Association Property means that property, real and personal, which is owned or leased by, or is dedicated by a recorded plat to the Association for the use and benefit of its members.

2.5 Board of Administration means the Board of Directors or other representative body which is responsible for administration of the Association.

2.6 By-Laws means the By-Laws of the Association as they exist from time to time.

The condominium plat is recorded at Condominium Plat Book 142, Pages 87, through 90
of the Public Records of Pinellas County, Florida

2.7 Committee means a group of Board members, Unit Owners, or Board members and Unit Owners appointed by the Board or a member of the Board to make recommendations to the Board regarding the Association budget or take action on behalf of the Board.

2.8 Common Elements shall include:

(a) All of those items stated in the Condominium Act at Florida Statute §718.108.

(b) All Condominium property not included in the Units.

2.9 Common Expenses include:

(a) Expenses of administration and management of the Association and of the Condominium Property.

(b) Expenses of maintenance, operation, repair or replacement of the Common Elements, Limited Common Elements, and of the portions of Units to be maintained by the Association.

(c) The costs of carrying out the powers and duties of the Association.

(d) Expenses declared Common Expenses by the provisions of this Declaration or by the Bylaws of the Association or the Condominium Act, or by Florida Statute.

(e) Any valid charge against the Condominium Property as a whole.

(f) Rentals, membership fees, operations, replacements, and other expenses of lands or possessory interests in lands purchased by the Association pursuant to Florida Statute 718.111 and Florida Statute 718.114, 2003.

(g) Association costs and charges incurred in the operation, maintenance and repair of the surface water or stormwater management system, if any, as permitted by the Southwest Florida Water Management District, including but not limited to lakes, retention areas, water management areas, ditches, canals, culverts, drainage structures, drainage easements and related appurtenances, and including maintenance of the mitigation areas.

(h) Master Association fees owed to the Master Association due and owing from time to time from each Unit to the Master Association representing the costs of operation, maintenance, repair and replacement of the Commonly Used Facilities as defined herein.

2.10 Common Surplus means the excess of all receipts of the Association collected on behalf of a Condominium (including, but not limited to, assessments, rents, profits, and revenues on account of the common elements) over the common expenses.

2.11 Commonly Used Facilities shall mean those facilities not located on the Condominium Property, except the Recreation Property which is included in the term, but that are available for use by the Unit Owner and are specifically described as (i) the circular roadway, including its pavement, supporting base, and entrance way commencing at the entrance to U.S. Alternate 19 North and extending in a circular direction through the Mediterranean Manor Community, known as Mediterranean Drive (ii) the recreation facility known as the Manor Club/office, swimming pool and parking area, (iii) the commonly used water and sanitary sewer lines and lift station, (iv) the recreation facility known as the beach located at the west end of the Mediterranean Manor Community, (v) the park located at the west end of the Mediterranean Manor Community next to the beach and (vi) such other

recreation and common facilities and amenities that are created and developed by the Master Association from time to time and which the Association contributes to their maintenance, repair and replacement.

2.12 Condominium Parcel is a Unit, together with the undivided share in the common elements which is appurtenant to the Unit.

2.13 Condominium Property means the lands, leaseholds, and personal property that are subjected to Condominium ownership, whether or not contiguous, and all improvements thereon and all easements and rights appurtenant thereto intended for use in connection with the condominium.

2.14 Developer means a person who creates a condominium or offers condominium parcels for sale or lease in the ordinary course of business, but does not include an owner or lessee of a Condominium Unit who has acquired his Unit for his own occupancy.

2.15 Institutional Mortgagee means a bank, life insurance company, savings and loan association, savings bank, real estate investment trust, a the Federal National Mortgage Association or Federal Home Loan Mortgage Corporation, or any such affiliate who shall have a first mortgage on the Condominium Unit.

2.16 Limited Common Elements means and includes those Common Elements, which are reserved for the use of a certain Unit or Units to the exclusion of other Units, as specified herein.

2.17 Master Association means Mediterranean Manors Association, Inc., a Florida not for profit corporation created to operate, manage and control the common elements of Mediterranean Manors Condominium Unit One, a condominium, Mediterranean Manors Condominium Unit Two, a condominium, Mediterranean Manors Condominium Unit Three, a condominium, Mediterranean Manors Condominium Unit Four, a condominium, Mediterranean Manors Condominium Unit Five, a condominium, Mediterranean Manors Condominium Unit Six, a condominium, Mediterranean Manors Condominium Unit Seven, a condominium, Mediterranean Manors Condominium Unit Eight, a condominium, Mediterranean Manors Condominium Unit Nine, a condominium, Mediterranean Manors Condominium Unit Eleven, a condominium, and Mediterranean Manors Condominium Unit Twelve, a condominium, all as recorded among the public records of Pinellas County, Florida and such other condominiums whose unit owners are members of the Master Association now or in the future ("Mediterranean Manors Condominiums")

2.18 Operation or operation of the Condominium means and includes the administration and management of the Condominium Property.

2.19 Recreation Property shall mean the property which is a part of the Condominium Property legally described on Exhibit "H" attached hereto and restricted in accordance with paragraph 29 herein

2.20 Special Assessment means any assessment levied against Unit Owners other than the assessment required by a budget adopted annually.

2.21 "Surface Water Management System Facilities ("SWMS")" means a system which is designed and constructed or implemented to control discharges which are necessitated by rainfall events, incorporating methods to collect, convey, store, absorb, inhibit, treat, use or reuse water to prevent or reduce flooding, overdrainage, environmental degradation, and water pollution or otherwise affect the quantity and quality of discharges.

2.22 Unit means a part of the Condominium Property, which is subject to exclusive ownership.

2.23 Unit Owner or Owner of a Unit means a record owner of legal title to a Condominium Parcel.

2.24 Utility Services shall include, but not be limited to electric power, gas, water, garbage and trash disposal, and sewers, together with all other public service and convenience facilities.

2.25 Voting Certificate means a document which designates one of the record title owners, or the corporate, partnership, or entity representative, who is authorized to vote on behalf of a Condominium Unit that is owned by more than one owner or by any entity.

2.26 Voting Interest means the voting rights distributed to the Association members pursuant to Florida Statute 718.104(4)(c).

3. EXHIBITS

Exhibits attached to this Declaration of Condominium shall include the following and are incorporated herein by reference:

3.1 (Exhibit "A") The legal description of the land included in the Condominium and a survey of the land showing all existing easements and a graphic description of the improvements in which Units are located and a plot plan thereof which together with the Declaration are in sufficient detail to identify the Common Elements and each Unit and their relative locations and approximate dimensions, and identification of each Unit by number so that no Unit bears the same designation as any other Unit.

3.2 (Exhibit "B") The percentage ownership schedule of the Common Elements and Common Surplus and Obligation for Common Expenses.

3.3 (Exhibit "C") The Articles of Incorporation of the Association.

3.4 (Exhibit "D") The Bylaws of the Association.

3.5 (Exhibit "E") Declaration of Mutual Easement for Ingress and Egress.

3.6 (Exhibit "F") Grant of Non-Exclusive Easement for Ingress & Egress

3.7 (Exhibit "G") Grant of Easement for Ingress, Egress, Utilities and Recreational Uses.

3.8 (Exhibit "H") Recreational Property

4. EASEMENTS AND RESERVATIONS

Easements are expressly provided for and reserved in favor of the Unit Owners, their lessees, their guests and invitees, as follows:

4.1 Utilities. Easements are reserved through the Condominium Property as may be required for Utility Services (including but not limited to cable T.V.) in order to serve the specific Condominium Property and Condominium Parcel, however, such easements shall be only in accordance with the plans and specifications for the building and improvements, or as the building or improvements are actually constructed, unless approved in writing by the Board of Administration and the affected Unit Owners.

4.2 Encroachments. In the event that any Unit shall encroach upon any of the Common Elements or upon any other Unit for any reason other than the intentional or negligent act of the Unit Owner, or in the event any Common Element shall encroach upon any Unit, then an easement shall exist to the extent of such an encroachment so long as the same shall exist.

4.3 Traffic. A non-exclusive easement shall exist for pedestrian traffic over, through and across sidewalks, paths, walks, halls, lobbies, elevators, center cores, and other portions of the Common Elements as

may be from time to time intended and designated for such purpose and use; and for vehicular and pedestrian traffic over, through and across such portions of the Common Elements as may from time to time be paved and or otherwise intended for purposes of ingress, egress and access to the public ways and for such other purposes as are commensurate with need, and such easement or easements shall be for the use and benefit of the Unit Owners of the Condominium Property, and those claiming by, through or under the aforesaid Unit Owners; provided, however, nothing herein shall be construed to give or create in any person the right to park upon any portion of the Condominium Property except to the extent that space may be specifically designated and assigned for parking purposes.

4.4 Easements and Reservations for Ingress, Egress and Utilities and Recreation. There is reserved in the Developer, its successors and assigns, the right to create utility easements and to install utilities and to use same over and across the land declared to Condominium ownership hereunder for the benefit of the Developer, its successors and assigns for so long as the Developer owns a unit that is offered for sale in the ordinary course of business in the Condominium.. Such right to create utility easements and install and use utilities shall not encumber or encroach upon any Unit or impair the exclusive use and ownership of any Unit and shall only be instituted for the purpose of supplying utilities to a Unit or the common elements.. Such use of the lands for utilities shall be established as five feet (5') either side of the actual installed improvement. In addition, the Board of Administration by a vote of a majority of all of the Directors shall have the power and authority to move, grant, terminate or convey easements to appropriate authorities, entities or persons, public or private, for such utilities.

4.5 Reservation and Easement in the Developer to Use Facilities for Sale, Marketing, and Advertising of Units. It is contemplated that the Developer will construct and market all Units. There is hereby established and reserved in the Developer, its successors and assigns, an easement and reservation for the right to use the Units and all of the Condominium Property for the construction, marketing, sale, and advertising of all Units constructed. This reservation and easement is made notwithstanding the use restrictions set forth in Paragraph 12, and such reservation and easement is intended insofar as the Developer, its successors and assigns, to be superior to such use restriction in Paragraph 12. Such reservation and easement shall continue for so long as the Developer, its successors and assigns, shall own Units held for sale to the public in the ordinary course of business..

4.6 Easement for Access and Drainage over the Surface Water or Stormwater Management System. The Association shall have a perpetual non-exclusive easement over all areas of the Surface Water Management System, if any, for access to operate, maintain or repair the system. By this easement, the Association shall have the right to enter upon any portion of the Condominium Property which is a part of the Surface Water Management System, at a reasonable time and in a reasonable manner, to operate, maintain or repair the Surface Water Management System as required by the Southwest Florida Water Management District permit, if any. Additionally, the Association shall have a perpetual non-exclusive easement for drainage over the entire Surface Water Management System. No person shall alter the drainage flow of the Surface Water Management System, including buffer areas or swales, without the prior written approval of the Southwest Florida Water Management District.

4.7 Easement through Units. The Association and adjoining Unit Owners shall have easements in and through all Units as necessary for the installation, maintenance and repair of pipes, wires and other conduits within said Units, as required to provide utilities services to Units in the Condominium. Any damage to a Unit in gaining access to any such conduit shall be repaired by the person or entity responsible for repairing the conduit in question.

4.8 Easement through the Condominium Property. The Condominium Property abuts the Mediterranean Manors Condominiums and utilizes ingress, egress and the Commonly Used Facilities by way of easements reserved and declared over the Mediterranean Manors Condominium. There is likewise hereby reserved and declared over, across and under the Condominium Property easements for ingress and access over the circular roadway as it comprises the Condominium Property and easements for hook-up, use and transmission of the water, sanitary sewer, and other Commonly Used Facilities over, across, and under the Condominium Property for the benefit and use of Mediterranean Manors Condominiums, their respective unit owners, invitees, guest and tenants. Provided, such easements shall not encumber or encroach upon any Unit or impair the exclusive use and ownership

of any Unit and shall only be instituted for the purpose of supplying utilities to another condominium in the Mediterranean Manors Condominiums or the common elements.. Such use of the lands for utilities shall be established as five feet (5') either side of the actual installed improvement.

5. UNIT BOUNDARIES

Each Unit shall include that part of the structure containing the Unit that lies within the boundaries of the Unit, which boundaries are as follows:

5.1 The upper and lower boundaries of the Unit shall be the following boundaries extended to an intersection with the parametrical boundaries:

(a) Upper Boundaries – The upper boundary of a unit shall be the top of the roof, extended on a horizontal plane, in all directions, to intersect with the parametrical vertical boundaries of the unit.

(b) Lower Boundaries - The lower boundary of a unit shall be the plane of the undersurface of the foundation, extended in all directions, on a horizontal plane to an intersection with the vertical parametrical boundaries of the unit, and also including any supporting parts or systems, including pilings.

5.2 The parametrical boundaries of the Unit shall be the intersecting vertical planes of the exterior finished surfaces of the parametrical walls of the unit. In the event there are party walls to the units then the boundary shall be the center of the party wall.

5.3 Any balcony appurtenant to a Unit and so designated on the condominium plat shall be considered a Limited Common Element for the exclusive use of the Unit to which it is appurtenant but shall not be considered as part of the Unit.

5.4 Units shall also include all related systems and equipment servicing the same, within the boundaries described, or adjoining same and serving only the unit to which they adjoin.

5.5 Each Unit shall be identified by the use of a letter, number, or any combination thereof, all of which are graphically described in Exhibit "A" attached hereto and made a part hereof.

6. APPURTENANCES TO UNITS

6.1 The owner of each Unit shall own an undivided share and interest in the Condominium Property, which shall include an undivided share in the Common Elements and Common Surplus, the non-exclusive right to use the portion of the Common Elements as provided herein, the easements herein provided, and the right of exclusive use of his Unit subject to the rights of the Association, which his Unit is a part, which share and interest shall be appurtenant to the Unit, said undivided interest in the Condominium Property and the Common Elements and Common Surplus being as designated and set forth in Exhibit "B" attached hereto and made a part hereof.

6.2 Limited Common Elements

(a) Automobile Parking Space. The parking spaces shall be a Limited Common Element. The parking spaces are within the Unit on the first floor of the Unit and cannot be assigned separate from the Unit.

(b) Storage Space. The storage spaces, if any are within the Unit and cannot be assigned separate from the Unit.

6.3 Air Space. An easement for the use of the air space appurtenant to a Unit as it exists at any particular time and as the Unit may lawfully be altered from time to time.

7. MAINTENANCE, ALTERATION AND IMPROVEMENT

Responsibility for the maintenance of the Condominium Property, and restrictions upon its alteration and improvement shall be as follows:

7.1 Units

(a) By the Association. The Association shall maintain, repair and replace at the Association's expense:

- (1) All Common Elements and Limited Common Elements.
- (2) All portions of a Unit contributing to the support of the building, except interior surfaces, which portions shall include but not be limited to load-bearing columns, load-bearing walls and roofs and its supporting structures and improvements.
- (3) All conduits, ducts, plumbing, wiring, and other facilities for the furnishing of Utility Services contained in the Unit.
- (4) All incidental damage caused to a Unit by reason of maintenance, repair and replacement accomplished pursuant to the provisions of 7.1(a) (1), (2), and (3) above.
- (5) Exterior Windows. The Association shall periodically clean the exterior windows, which are not accessible to the Unit Owner.
- (6) Surface Water or Stormwater Management System, including but not limited to work within retention areas, drainage structures and drainage easements. Maintenance of the Surface Water or Stormwater Management System(s) shall mean the exercise of practices which allow the systems to provide drainage, water storage, conveyance or other surface water or stormwater management capabilities as permitted by the Southwest Florida Water Management District. Any repair or reconstruction of the Surface Water or Stormwater Management System shall be as permitted or, if modified, as approved by the Southwest Florida Water Management District.

(b) By the Unit Owner. The responsibility of the Unit Owner for maintenance, repair and replacement shall be as follows:

(1) To maintain, repair and replace at the Unit Owner's expense all portions of the Unit, including but not limited to, the electrical fixtures, appliances, the water heater, air handlers and the air conditioning and heating unit, and the elevator, if any, which services the Unit Owner's Unit. Included within the responsibility of the Unit Owner shall be all windows, including exterior windows, screens and doors opening into or onto the Unit, sliding glass doors or other doors opening into or onto the Unit, carpeting, electrical fixtures and appliances in the Units, non-supporting walls and partitions, all contents of the Unit and built-in cabinets in the Units. All such maintenance, repair and replacement shall be done without disturbing the rights of other Unit Owners and shall be of a design, quality specification and decor consistent with the Condominium Property.

(2) A Unit Owner shall not modify, alter, or otherwise decorate or change the exterior appearance, decor or demeanor of any portion of the Condominium Property, including, but not limited to, windows, doors, screens, or the exterior of a balcony, nor shall any Unit Owner attach any thing or fixture to the Condominium Property or exterior of the Unit without the prior approval, of the owners of record of seventy-five percent (75%) of the Units, and the prior approval seventy-five percent (75%) of the Board of Directors of the Association.

(3) To promptly report to the Association any defect or need for repairs for which the Association is responsible.

7.2 Parking Spaces and Storage Spaces. The Unit Owner shall maintain and repair at the Unit Owner's expense all parking spaces, covered and uncovered, and storage spaces including those which have been assigned as an appurtenance to a Unit.

7.3 Alteration and Improvement. After the completion of the improvements included in the Condominium Property which are contemplated in this Declaration, there shall be no material alteration or substantial additions to the Common Elements or to the real property, which is Association property without the prior approval of seventy-five (75%) percent of the total voting interests of the Association. The cost of such alteration or improvement shall be a common expense and so assessed. Any such alteration or improvement shall not interfere with the rights of any Unit Owner respecting the use of his Unit without his consent. Provided, however, if there exists in each Unit an elevator shaft for the installation of an elevator. If such elevator is not installed by the Developer the Unit owner shall have the absolute right to install an elevator in the elevator shaft providing the Unit Owner obtains the appropriate permits and meets all applicable codes.

8. ASSESSMENTS AND COMMON EXPENSES

8.1 Common Expenses. Each Unit Owner shall be liable for the share of the Common Expenses in the same percentage as is shown on Exhibit "B".

8.2 Assessments. The making and collection of Assessments against each Unit Owner for common expenses, and for reserves as may from time to time be established by the Association, shall be pursuant to the Bylaws of the Association, subject to the following provisions:

(a) Interest and Late Charge: Application of Payments. Assessments and installments on such assessments paid on or before ten (10) days after the date when due, shall not bear interest, but all sums not paid on or before ten (10) days after the date when due shall bear interest at the rate of eighteen (18%) percent per annum from the date when due until paid and there shall also be assessed as an Administrative late fee of 5% of the sum due but, not to exceed \$25.00. All payments on accounts shall be first applied to interest accrued by the Association, then to any Administrative late fee, then to costs and attorney's fees, and then to the delinquent assessment payment first due.

(b) Lien For Assessments. The Association shall have a continuing lien against each Condominium Parcel commencing with the recording of this Declaration of Condominium, in accordance with Florida Statutes 718.116, for any unpaid assessments, including interest, reasonable costs and, reasonable attorney's fees incurred by the Association incident to the collection of such assessment or enforcement of such lien, whether or not legal proceedings are initiated. The said liens may be recorded among the Public Records of the County where located by filing a claim therein which states the description of the Condominium Parcel, the name of the record owner, and the amount claimed to be due, and said lien shall continue in effect until all sums secured by the lien, shall have been paid or one (1) year from the filing of said lien, whichever shall first occur, unless within the one (1) year period an action to enforce the lien is commenced in a court of competent jurisdiction. Such claims of lien shall be signed and verified by an officer of the Association, or by an agent of the Association. Upon full payment, the party making payment shall be entitled to a recordable satisfaction of lien, to be prepared by and recorded at his expense. A Unit Owner, regardless of how his title has been acquired, including a purchaser at a judicial sale, is liable for all assessments, which come due while the owner of the Unit. The grantee is jointly and severally liable with the grantor for all unpaid assessments against the grantor for his share of the common expenses up to the time of transfer of title, without prejudice to any right the grantee may have to recover from the grantor the amounts paid by the grantee. A first mortgagee who acquires title to the Unit by foreclosure or by deed in lieu of foreclosure is liable for the unpaid assessments in accordance with Florida Statutes §718.116 as Amended.

8.3 Collection. The Association shall have the power and authority to charge, assess and collect all fees, charges and assessments allowed by this Declaration, Florida law, the Articles or Bylaws from Unit Owners and shall be entitled to use such remedies for collection as are allowed by this Declaration, Articles, Bylaws and the laws of the State of Florida.

8.4 Lien for Easements. The obligation for the care, replacement, maintenance and repair of any easement which is a part of the Condominium Property or appurtenant to the Condominium Property shall be a common expense shared by the Unit Owners in the same proportion as a Common Expense for which there shall be a lien established in accordance with paragraph 8.2(a) herein.

9. ASSOCIATION

The operation of the Condominium shall be by the Association, which shall fulfill its functions pursuant to the following provisions:

9.1 Membership and Voting Rights in Association. Membership of each Unit Owner in the Association shall be acquired pursuant to the provisions of the Articles of Incorporation and Bylaws of the Association. The interest of each Unit Owner in the funds and assets held by the Association shall be in the same proportion as the liability of each such Owner for common expenses. Each Unit shall be entitled to one vote in the Association.

9.2 Articles of Incorporation. A copy of the Articles of Incorporation of the Association, which sets forth its powers and duties, is attached as an Exhibit "C" and made a part hereof.

9.3 Bylaws. A copy of the Bylaws of the Association is attached as an Exhibit "D" and made a part hereof.

9.4 Restraint upon assignment of shares and assets. The Unit Owner's share in the funds and assets of the Association cannot and shall not be assigned, hypothecated or transferred in any manner except as an appurtenance to his Unit.

9.5 Association Name. The Association shall be named as provided in Paragraph 2.2 herein and shall be a corporation not for profit.

9.6 Purchase or Lease of Properties. The Association shall have the power and authority to purchase real estate, leaseholds or possessory interest therein, including memberships pursuant to Florida Statute §718.111 and §718.114.

9.7 Association's Access to Units. Each Unit Owner shall be required to keep on file with the Condominium Association, a key or keys that will allow access to the Unit, or storage space, in the event of emergency. Said keys shall be accessible only by designated individuals in an emergency situation. The Unit Owner hereby grants to the Association and its authorized agents access to the Unit or storage space in time of emergency for the preservation of the Common Elements and Limited Common Elements.

10. INSURANCE

The insurance other than title insurance that shall be carried upon the Condominium Property and the property of the Unit Owners shall be governed by the following provisions:

10.1 Authority to purchase; named insured. All insurance policies upon the Condominium Property, shall be purchased by the Association. The named insured shall be the Association individually and as agent for the Unit Owners, without naming them, and as agent for their mortgagees. Provisions shall be made for the issuance of the mortgagee endorsements and memoranda of insurance to the mortgagees of Unit Owners. Such policies shall provide that payments by the insurer for losses shall be made to the Association or the insurance Trustee designated

below, and all policies and their endorsements shall be deposited with the Association or the insurance trustee as set forth herein.

10.2 Personal Property of Unit Owner. Unit Owners should obtain coverage at their own expense upon their personal property and improvements within their Unit not covered by the Association and for their personal liability and living expense and such insurance shall not be the responsibility of the Association.

10.3 Coverage

(a) Casualty. All buildings and improvements upon the Condominium Property shall be insured in an amount equal to the insurable replacement value, excluding foundation and excavation costs, and all personal property included in the Common Elements shall be insured for its value, all, as shall be determined annually by the Board of Directors of the Association. All such coverage, including the amount thereof and the insurance company issuing same, shall be subject to the approval of the Institutional Mortgagee holding the greatest dollar amount of first mortgages against Units in the Condominium. Coverage shall afford protection against:

(1) Loss or damage by fire and other hazards covered by a standard extended coverage endorsement, and

(2) Such other risks as from time to time shall be customarily covered with respect to buildings similar in construction, location and use as the buildings on the land, including but not limited to vandalism and malicious mischief.

(3) Hazard policies issued to protect condominium buildings shall provide that the word "building", wherever used in the policy, shall include, but shall not necessarily be limited to fixtures, installations or additions comprising that part of the building within the unfurnished interior surfaces of the perimeter walls, floors and ceilings of the individual Units initially installed or replacements thereof, of like kind and quality, in accordance with the original plans and specifications or as existed at the time the Unit was initially conveyed if the original plans and specifications are not available. However, the word "building" shall not include Unit floor coverings, wall coverings or ceiling coverings, and shall not include electrical fixtures, appliances, air conditioning and heating equipment, water heaters or built in cabinets, required to be replaced or repaired by the Unit Owner. With respect to the coverage provided by this Paragraph, the Unit Owner shall be considered as an additional insured under the policy.

(b) Public Liability in such amounts and with such coverage as shall be required by the Board of Directors of the Association, including but not limited to hired vehicles, owned, and non-owned vehicle coverage, and with cross liability endorsements to cover liabilities of the Unit Owners as a group to a Unit Owner.

(c) Workmen's Compensation insurance to meet the requirements of law.

(d) Flood Insurance, where required by federal or other regulatory authority.

(e) Liability Insurance or fidelity bonding of all persons who control or disburse funds of the Association and which shall cover the maximum funds that will be in custody of the Association or its management agent at any one time shall be obtained and maintained by the Association.

(f) Such other insurance that Board of Directors of the Association shall determine from time to time to be desirable.

10.4 Premiums upon insurance policies purchased by the Association shall be paid by the Association as a Common Expense.

10.5 Insurance Trustee; Share of Proceeds. All insurance policies purchased by the Association shall be for the benefit of the Association and the Unit Owners and their mortgagees as their interests

may appear, and shall provide that all proceeds covering property losses shall be paid to the Association or a named Insurance Trustee (hereinafter referred to as the Insurance Trustee), as Trustee, or to such Trustee in Florida with Trust Powers as may be designated as Insurance Trustee from time to time by the Board of Directors of the Association when required by this Declaration. The selection of the Insurance Trustee is subject to the approval of the institutional mortgagee holding the greatest dollar amount of first mortgages against the Units in the Condominium. The Insurance Trustee shall not be liable for payment of premiums nor for the failure to collect any insurance proceeds. The duty of the Insurance Trustee shall be to receive such proceeds as are paid and hold the proceeds in trust for the purposes stated herein for the benefit of the Unit Owners and their mortgagees in the following shares, provided, however, such shares need not be set forth on the records of the Insurance Trustee.

(a) Proceeds on account of damage to Common Elements and Limited Common Elements: An undivided share for each Unit Owner, such share being the same as the undivided share in the Common Elements and Limited Common Elements appurtenant to the Unit as set forth on Exhibit B attached hereto.

(b) Units. Proceeds on account of damage to Units shall be held in the following undivided shares:

(1) When the building is to be restored: For the Owners of damaged Units in proportion to the cost of repairing the damaged suffered by each Unit Owner, said cost to be determined by the Association.

(2) When the building is not to be restored: An undivided share for each Unit Owner, such share being the same as the undivided share in the Common Elements appurtenant to his Unit.

(c) Mortgagees. In the event a mortgagee endorsement has been issued to a Unit, the share of the Unit Owner shall be held in trust for the mortgagee and the Unit Owner as their interests may appear; provided, however, that no mortgagee shall have any right to determine or participate in the determination as to whether any damaged property shall be reconstructed or repaired, and no mortgagee shall have any right to apply or have applied to the reduction of a mortgage debt any insurance proceeds except distributions of such proceeds made to the Unit Owner and mortgagee pursuant to the provisions of this Declaration. Notwithstanding the foregoing, the mortgagee shall have the right to apply or have applied to the reduction of its mortgage debt any or all sums of insurance proceeds applicable to its mortgaged Unit in any of the following events:

(1) Its mortgage is not in good standing and is in default.

(2) Insurance proceeds are insufficient to restore or repair the building to the condition existing prior to the loss and additional monies are not available for such purpose.

(d) Insurance Trustee. An insurance trustee need not be appointed until there exists, a major damage as defined at paragraph 11.1(b)(2) and 11.6(b)(2) or, until there shall have been a request by a first mortgagee for such appointment.

10.6 Distribution of proceeds. Proceeds of insurance policies received by the Insurance Trustee shall be distributed to or for the benefit of the beneficial Owners in the following manner:

(a) All expenses of the Insurance Trustee shall be paid first or provisions made for such payment.

(b) If the damage for which the proceeds are paid is to be repaired or reconstructed the proceeds shall be paid to defray the cost thereof as provided herein. Any proceeds remaining after defraying such cost shall be distributed to the beneficial Owners, remittances to Unit Owners and their mortgagees being payable jointly to them. This is a covenant for the benefit of, and may be enforced by, any mortgagee of a Unit.

(c) If it is determined in the manner provided herein that the damage for which proceeds are paid shall not be reconstructed or repaired, the proceeds shall be distributed to the beneficial Owners, remittances to Unit Owners and their mortgagees being payable jointly to them. This is a covenant for the benefit of, and may be enforced by, the mortgagee of a Unit.

(d) In making distribution to Unit Owners and their mortgagees, the Insurance Trustee may rely upon a Certificate of the Association made by its President and Secretary as to the names of the Unit Owners and their respective shares of the distribution.

10.7 Association as Agent. The Association is hereby irrevocably appointed Agent for each Unit Owner and for each Owner of any other interest in the Condominium Property to adjust all claims arising under the insurance policies purchased by the Association and to execute and deliver releases upon the payment of a claim.

11. RECONSTRUCTION OR REPAIR AFTER CASUALTY

11.1 Determination to reconstruct or repair. If any, part of the Condominium Property shall be damaged by casualty, whether or not it shall be reconstructed or repaired shall be determined in the following manner:

(a) Common Elements and Limited Common Elements. If the damaged improvement is a Common Element and/or Limited Common Element then the damaged property shall be reconstructed or repaired, unless it is determined that the Condominium shall be terminated.

(b) Damage.

(1) Lesser damage. If the damaged improvement is a building, and if the Units to which sixty (60%) percent of the Common Elements are appurtenant are found by the Board of Directors of the Association to be tenatable, the damaged property shall be reconstructed or repaired, unless within sixty (60) days after the casualty, it is determined by agreement that the Condominium shall be terminated.

(2) Major damage. If the damaged improvement is a building, and if Units to which sixty (60%) percent of the Common Elements are appurtenant are found by the Board of Directors to be not tenatable, then the damaged property will not be reconstructed or repaired, and the Condominium will be terminated without agreement, unless within one hundred sixty (160) days after the casualty, the Owners of eighty (80%) percent of the Common Elements agree in writing to such reconstruction or repair.

(c) Certificate. The Insurance Trustee may rely upon a Certificate of the Association made by its President and attested by its Secretary as to whether or not the damaged property is to be reconstructed or repaired.

11.2 Plans and Specifications. Any reconstruction or repairs must be substantially in accordance with the plans and specifications for the original building, or in lieu thereof, according to the plans and specifications approved by the Board of Directors of the Association, and if the damaged property is in a building and reconstruction is not substantially in accordance with the original plans and specifications, then, approval by the Owners of not less than eighty (80%) percent of the Common Elements, including the Owners of all damaged Units, together with the approval of the institutional mortgagees holding first mortgages upon all damaged Units, shall be required which approval shall not be unreasonably withheld.

11.3 Responsibility. If the damage is only to those parts of one Unit for which the responsibility of maintenance and repair is that of the Unit Owner, then the Owner shall be responsible for reconstruction and repair after casualty. In all other instances the responsibility of reconstruction and repair after casualty shall be that of the Association.

11.4 Estimates of cost. Immediately after a determination is made to rebuild or repair damage to property for which the Association has the responsibility of reconstruction and repair, the Association shall obtain reliable and detailed estimates of the cost to rebuild or repair.

11.5 Assessments. If it is determined that reconstruction and repair should occur and if the proceeds of insurance are not sufficient to defray the estimated costs of reconstruction and repair by the Association, or if at any time during reconstruction and repair, or upon completion of reconstruction and repair, the funds for the payment of the costs of reconstruction and repair are insufficient, assessments shall be made against the Unit Owners who own the damaged Units, and against all Unit Owners in the case of damage to Common Elements, in sufficient amounts to provide funds for the payment of such costs. Such assessments against Unit Owners for damage to their respective Units shall be in proportion to the cost of reconstruction and repair of their respective Units. Such assessments on account of damage to Common Elements shall be in proportion to the Unit Owner's obligation for Common Expenses.

11.6 Construction funds. The funds for payment of costs of reconstruction and repair after casualty, which shall consist of proceeds of insurance held by the Association or the Insurance Trustee and funds collected by the Association from Assessments against Unit Owners, shall be disbursed in payment of such costs in the following manner:

(a) Association. If the total of assessments made by the Association in order to provide funds for the payment of costs of reconstruction and repair that is the responsibility of the Association is more than \$500,000.00, then the sums, paid upon such assessments shall be deposited by the Association with the Insurance Trustee. In all other cases the Association shall hold the sums paid upon such assessments and disburse them in payment of the costs of reconstruction and repair.

(b) Insurance Trustee. The proceeds of insurance collected on account of casualty, and the sums deposited with the Insurance Trustee by the Association from collections of assessments against Unit Owners on account of such casualty shall constitute a construction fund which shall be disbursed in payment of the costs of reconstruction and repair in the following manner and order:

(1) Association - Lesser damage. If the amount of the estimated costs of reconstruction and repair that is the responsibility of the Association is less than \$500,000.00, then the construction fund shall be disbursed in payment of such costs upon the order of the Board of Directors of the Association, provided however, that upon request by a mortgagee that is a beneficiary of an insurance policy the proceeds of which are included in the construction fund, such fund shall be disbursed in the manner provided for the reconstruction and repair of major damage.

(2) Association - Major damage. If the amount of the estimated costs of reconstruction and repair that is the responsibility of the Association is more than \$500,000.00, then the construction fund shall be disbursed in payment of such costs in the manner required by the Board of Directors of the Association.

(3) Unit Owner. The portion of insurance proceeds representing damage for which the responsibility of reconstruction and repair lies with a Unit Owner shall be paid to the Owner, or if there is a mortgagee endorsement as to the Unit, then to the Owner thereof and the mortgagee jointly, who may use such proceeds as they may agree.

(4) Surplus. It shall be presumed that the first monies disbursed in payment of costs of reconstruction and repair shall be from insurance proceeds. If there is a balance in a construction fund after payment of all costs of the reconstruction and repair for which the fund is established, such balance shall be distributed to the beneficial Owners of the fund; except, however, that only those portions of a distribution to the beneficial Owners in excess of assessments paid by a Unit Owner to the construction fund shall be made payable to any mortgagee.

(5) Certificate. Notwithstanding the provisions of this instrument, the Insurance Trustee shall not be required to determine whether sums paid by the Unit Owners upon assessments shall be deposited by the Association with the Insurance Trustee, nor to determine whether the disbursements from the construction fund are to be upon the order of the Association or approval of an architect or otherwise, nor whether a disbursement is to be made from the construction fund nor to determine the payee nor the amount to be paid. Instead, the Insurance Trustee may rely upon a Certificate of the Association made by its President and Secretary as to any or all of such matters and stating that the sums to be paid are due and properly payable and stating the name of the payee and the amount to be paid; provided, that when a mortgagee is required in this instrument to be named payee, the Insurance Trustee shall also name the mortgagee as a payee of any distribution of insurance proceeds to a Unit Owner; and further, provided, that when the Association, or a mortgagee that is the beneficiary of an insurance policy whose proceeds are included in the construction fund, so requires, the approval of an architect named by the Association shall be first obtained by the Association prior to the disbursements in payment of costs of reconstruction and repair.

12. USE RESTRICTIONS

The use of the Condominium Property shall be in accordance with the following provisions as long as the Condominium exists upon the land:

12.1 Units. This is a Residential Condominium, and therefore, each of the Units shall be occupied only as a residential private dwelling. No Unit may be divided or subdivided into a smaller Unit.

12.2 Common Elements and Limited Common Elements. The Common Elements and Limited Common Elements shall be used only for the purposes for which they are intended in the furnishing of services and facilities for the enjoyment of the Units.

12.3 Nuisances. No nuisance shall be allowed upon the Condominium Property, or within a Unit, nor shall any use or practice that is the source of annoyance to residents or which interferes with the peaceful possession and proper use of the property by its residents be permitted. All parts of the Condominium Property shall be kept in a clean and sanitary condition and no rubbish, refuse or garbage shall be allowed to accumulate nor any fire hazard allowed to exist within any Unit, storage space or on the common elements or limited common elements. No Unit Owner shall permit any use of his Unit or make any use of the Common Elements that will increase the cost of insurance upon the Condominium Property.

12.4 Lawful Use. No immoral, improper, offensive or unlawful use shall be made of the Condominium Property or a Unit, and all valid laws, zoning ordinances and regulations of all governmental bodies having jurisdiction shall be observed. The responsibility of meeting the requirements of governmental bodies for maintenance, modification or repair of the Condominium Property or a Unit shall be the same as the responsibility for the maintenance and repair of the property concerned.

12.5 Leasing of Units. After approval by the Board of Directors as required herein, entire Units may be rented provided the occupancy is only by the Lessee, his family and guests. No rooms may be rented and no transient tenants (tenants of less than 30 days) shall be accommodated in any Unit. The lease of any Unit shall not release or discharge the Owner from compliance with any of his obligations and duties as a Unit Owner. No lease shall be for a period of less than thirty (30) days. All of the provisions of this Declaration, and Bylaws, and the Rules and Regulations of the Association pertaining to use and occupancy shall be applicable and enforceable against any person occupying a Unit to the same extent as against a Unit Owner, and a covenant shall exist upon the part of each such tenant or occupant to abide by the rules and regulations of the Association, the terms and provisions of the Declaration of Condominium and Bylaws, and designating the Association as the Unit Owner's agent for the purpose of and with the authority to terminate any such lease agreement in the event of violations by the tenant of such covenant, which covenant shall be an essential element of any such lease or tenancy agreement, whether oral or written, and whether specifically expressed in such agreement or not.

12.6 Signs. No "For Sale" or "For Rent" signs or other displays or advertising shall be maintained on any part of the Common Elements, Limited Common Elements, or Units, except that the right is specifically reserved in the Developer to place and maintain "For Sale" or "For Rent" signs in connection with any unsold or unoccupied Unit the Developer may from time to time own and offer to the public in the ordinary course of business, and the same 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.

12.7 Prohibited Vehicles. No commercial trucks or vans or other commercial vehicles shall be parked in any parking space except with the written consent of the Board of Directors of the Association, except such temporary parking spaces provided for such purpose as may be necessary to effectuate deliveries to the Condominium, the Association, Unit Owners, or residents, and such commercial trucks or vans or other commercial vehicle may be parked in a garage with the garage door closed. It is acknowledged that there are pickup trucks and vans that are not used for commercial purposes, but are family vehicles. It is not intended that such noncommercial, family vehicles be prohibited. A commercial vehicle is one with lettering or display on it or is used in a trade or business. Campers, recreation vehicles, boat trailers and other such recreational vehicles may not be parked temporarily or permanently on the Condominium Property, except in a garage with the garage door closed. Motorcycles, if they be a nuisance, can be prohibited by the Board of Directors.

12.8 Regulations. Reasonable Rules and Regulations concerning the use and operation of Condominium Property may be made and amended from time to time by the Board of Directors in the manner provided by its Articles of incorporation and Bylaws. Copies of such Rules and Regulations and amendments shall be furnished by the Association to all Unit Owners and residents of the Condominium.

12.9 Proviso. Until the Developer has completed all of the contemplated improvements and closed the sale of all of the Units of the Condominium, neither the Unit Owners nor the Association, shall interfere with the completion of the contemplated improvements and the sale of the Units nor the Developers use of the Condominium Property. Developer may make such use of the unsold Units, Common Elements and common areas, as may facilitate such completion and sale, including, but not limited to, maintenance of a sales office, showing of the property, and the display of signs. The Developer, notwithstanding anything herein to the contrary may lease units consistent with the rules affecting leasing as is set forth herein.

12.10 Children and Pets. Children shall be allowed. The Board of Directors may from time to time make reasonable rules respecting pets, but weight and size shall not be the basis for the prohibition of a pet.

13. MAINTENANCE OF COMMUNITY INTERESTS

In order to maintain a community of congenial residents who are financially responsible and thus protect the value of the Units, the transfer of Units by an Owner other than the Developer shall be subject to the following provisions as long as the Condominium exists upon the land:

13.1 Transfers subject to approval. No Unit Owner, except the Developer, may either acquire or dispose of any Unit by sale, gift, devise, inheritance, or other transfer of title or possession without the written consent of the Association except as hereinafter provided. In the event of transfer of title by operation of law the continued ownership is subject to the written approval of the Association except as hereinafter provided.

13.2 Approval by Association. The written approval of the Association that is required for the transfer of title of a Unit shall be obtained in the following manner:

(a) Notice to Association.

(1) Sale. A Unit Owner intending to make a bona fide sale of his Unit or any interest therein shall give to the Association notice of such intention, together with the name and address of the intended purchaser and such other information concerning the intended purchaser as the Association may reasonably require. Such notice at the Unit Owner's option may include a demand by the Unit Owner that the Association

furnish a purchaser of the Unit if the proposed purchaser is not approved; and if such demand is made, the notice shall be accompanied by an executed copy of the proposed contract to sell.

(2) Lease. A Unit Owner intending to make a bona fide lease of his Unit or any interest therein shall give to the Association notice of such intention, together with the name and address of the intended lessee, such other information concerning the intended lessee as the Association may reasonably require and an executed copy of the proposed lease.

(3) Gift, devise, inheritance, or other transfers. A Unit Owner who has obtained his title by gift, devise or inheritance, or by any other manner not previously specified, shall give to the Association notice of the acquiring of his title, together with such information concerning the Unit Owner as the Association may reasonably require, and a certified copy of the instrument evidencing the Owner's title.

(4) Failure to give notice. If the, above required, notice to the Association is not given, then at any time after receiving knowledge of a transaction or event transferring ownership or possession of a Unit, the Association at its election and without notice may approve or disapprove the transaction, ownership, or possession. If the Association disapproves of the transaction, ownership, or possession, the Association shall proceed as if it had received the required notice on the date of such disapproval.

(b) Certificate of Approval.

(1) Sale. If the proposed transaction is a sale then within fifteen (15) days after receipt of such notice and information, the Association must either approve or disapprove the proposed transaction. If approved, the approval shall be by a certificate in recordable form executed by the Association. If no action is taken within fifteen (15) days by the Association, the sale is deemed approved.

(2) Lease. If the proposed transaction is a lease, then within fifteen (15) days after receipt of such notice and information, the Association must either approve or disapprove the proposed transaction. If approved, the approval shall be by a certificate in a non-recordable form executed by the Association. The Association shall have the right to use as grounds for disapproval of any lease the fact that the Unit Owner is currently delinquent in the payment of an assessment at the time the approval is sought. If no action is taken within fifteen (15) days by the Association, the sale is deemed approved.

(3) Gift, devise or inheritance; other transfers. If the Unit Owner giving notice has acquired his title by gift, devise or inheritance or in any other manner, then within thirty (30) days after receipt of such notice and information the Association must either approve or disapprove the continuance of the Unit Owner's ownership of his Unit. If approved, the approval shall be by a certificate in recordable form executed by the Association. If no action is taken within thirty (30) days by the Association, the sale is deemed approved.

(c) Approval of entity owner or purchaser. Inasmuch as the Condominium may be used only for residential purposes and an entity cannot occupy a Unit for such use, if the Unit Owner, purchaser or lessee of a Unit is an entity, the approval of ownership or lease by the entity may be conditioned on notice to the Association and the approval by the Association all persons occupying the Unit from time to time. Transient use of the Unit by persons chosen by the entity shall not be permitted. Use of a Unit by persons chosen by an entity shall be treated in the same manner as tenants.

(d) Screening Fees. The Association shall require the deposit of a reasonable screening fee, simultaneously with the giving of notice of intention to sell or lease, or of transfer by gift, devise or inheritance, for the purpose of defraying the Association's expenses and providing for the time involved in determining whether to approve or disapprove the transaction or continued ownership by a transferee, said screening fee shall be a reasonable fee to be set from time to time by the Association, which shall not exceed the maximum fee allowed by law.

13.3 Disapproval by Association. If the Association shall disapprove a transfer of ownership of a Unit, the matter shall be disposed in the following manner.

(a) Sale. If the proposed transaction is a sale and if the notice of sale given by the Unit Owner shall so demand, then within thirty (30) days after receipt of such notice and information the Association shall deliver or mail by registered mail to the Unit Owner an agreement to purchase the Unit by a purchaser approved by the Association, or an agreement to purchase signed on behalf of the Association by its President and attested by its Secretary, in which event the Unit Owner shall sell the Unit to the named purchaser at the price and upon the terms stated in the disapproved contract to sell, or upon mutually agreed terms.

(1) The sale shall be closed within thirty (30) days after delivery or mailing of the agreement to purchase, or upon the date designated in the disapproved contract, whichever date shall be later.

(2) If the Association shall fail to purchase or provide a purchaser upon demand of the Unit Owner in the manner provided, or if the purchaser furnished by the Association shall default in his agreement to purchase, the proposed transaction shall be deemed to have been approved, and the Association shall furnish a certificate of approval in recordable form.

(b) Lease. If the proposed transaction is a lease, the Unit Owner shall be advised of the disapproval in writing, the reasons therefor, and the lease shall not be made.

(c) Gift, devise or inheritance; other transfers. If the Unit Owner giving notice has acquired his title by gift, devise or inheritance, or in any other manner, then within thirty (30) days after receipt from the Unit Owner of the notice and information required to be furnished, the Association shall deliver or mail by registered mail to the Unit Owner an agreement to purchase the Unit concerned by a purchaser approved by the Association who will purchase and to whom the Unit Owner must sell the Unit upon the following terms:

(1) The sale price 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. In the absence of agreement as to price, the price shall be determined by arbitration in accordance with the then existing rules of the American Arbitration Association, except that the arbitrators shall be two appraisers appointed by the American Arbitration Association who shall base their determination upon an average of their appraisals of the Unit; and a judgment of specific performance of the sale upon the award rendered by the arbitrators may be entered in any court of competent jurisdiction. The expense of the arbitration shall be paid by the purchaser.

(2) The purchase price shall be paid in cash.

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

(4) If the Association shall fail to provide a purchaser as required by this instrument, or if a purchaser furnished by the Association shall default in his agreement to purchase, then notwithstanding the disapproval such ownership shall be deemed to have been approved, and the Association shall furnish a certificate of approval in recordable form, to the Unit Owners.

13.4 Exceptions. The foregoing provisions of this section entitled "Maintenance of Community Interests" shall not apply to a transfer to or purchase by a bank, life insurance company, savings and loan association, real estate investment trust, or other institution or any institutional lender that acquires its title as the result of owning a mortgage upon the Unit concerned, and this shall be so whether the title is acquired by deed from the mortgagor, his successors or assigns, or through foreclosure proceedings; nor shall such provision apply to a transfer, sale or lease by a bank, life insurance company, savings and loan association, real estate investment trust, or other institution or institutional lender that so acquires its title. Neither shall such provisions require the approval of a purchaser who acquires the title to a Unit at a duly advertised public sale with open bidding provided by law, such as but not limited to, execution sale, foreclosure sale, judicial sale or tax sale.

13.5 Unauthorized transactions. Any sale, lease, or transfer not authorized pursuant to the terms of this Declaration shall be voidable unless subsequently approved by the Association or otherwise cured by the terms of this Declaration.

13.6 Notice of lien or suit.

(a) A Unit Owner shall give notice, in writing, to the Association of every lien upon his Unit other than for authorized mortgages, taxes and special assessments within five (5) days after the attaching of the lien.

(b) Notice of Suit. A Unit Owner shall give notice, in writing, to the Association of every suit or other proceeding, which may affect the title to his Unit, such notice to be given within five (5) days after the Unit Owner shall receive knowledge or notice thereof.

(c) Failure to comply. Failure to comply with this subsection concerning liens will not affect the validity of any judicial sale.

13.7 Whenever in this section an approval is required of the Association in connection with the sale, transferring, leasing or pledging of any Unit, and such approval shall not have been obtained pursuant to the provisions hereof, failure upon the part of the Association to object in writing to such sale, transfer, pledging or leasing within ninety (90) days after the date of such event, or within thirty (30) days of the date upon which the purchaser, transferee or lessee shall take possession of the premises, whichever date shall be later, shall constitute a waiver by the Association of the right to object and the sale, transfer, lease or pledge of such Unit shall be then considered valid and enforceable as having complied with this Paragraph Thirteen (13).

14. PURCHASE OF UNITS BY ASSOCIATION

The Association shall have the power to purchase Units subject to the following provisions:

14.1 Decision. The decision of the Association to purchase a Unit shall be made by its directors, without the necessity of approval by its members except as is hereinafter expressly provided.

14.2 Limitation. If at any time the Association shall be the Owner or agreed purchaser of five (5) or more Units, it may not purchase any additional Units without the prior written approval of seventy-five percent (75%) of the Unit Owners eligible to vote. A Unit Owner whose Unit is the subject matter of the proposed purchase shall be ineligible to vote thereon, provided, however, that the limitations hereof shall not apply to Units to be purchased at public sale resulting from a foreclosure of the Association's lien for delinquent assessments where the bid of the Association does not exceed the aggregate of the amounts due by virtue of any and all senior or superior liens against the Unit plus the money due the Association, nor shall the limitation of this Paragraph apply to Units to be acquired by the Association in lieu of foreclosure of such liens if the consideration therefore does not exceed the cancellation of such lien.

15. COMPLIANCE AND DEFAULT

Each Unit Owner shall be governed by and shall comply with the terms of the Declaration of Condominium, Articles of Incorporation and Bylaws and the Rules and Regulations adopted pursuant to those documents, as they may be amended from time to time. Failure of a Unit Owner to comply with such documents and regulations shall entitle the Association or other Unit Owners to the following relief in addition to the remedies provided by the Condominium Act:

15.1 Negligence. A Unit Owner shall be liable for the expense of any maintenance, repair or replacement rendered necessary by his negligence or by that of any member of his family or his or their guests, employees, agents, or lessees, but only to the extent that such expense is not met by the proceeds of insurance carried by the Association.

15.2 Costs and attorneys' fees. In any proceeding arising because of an alleged failure of a Unit Owner or the Association to comply with the terms of the Declaration, Articles of Incorporation of the Association, the Bylaws, or the Rules and Regulations adopted pursuant to them, and the documents and regulations as they may be amended from time to time, the prevailing party shall be entitled to recover the costs of the proceeding, and recover such reasonable attorneys' fees as may be awarded by any Court, at trial or appellate levels and administrative hearings.

15.3 No waiver of rights. The failure of the Association or any Unit Owner to enforce any covenant, restriction or other provision of the Condominium Act, this Declaration, the Articles of Incorporation of the Association, the Bylaws or the Rules and Regulations shall not constitute a waiver of the right to do so thereafter.

16. AMENDMENTS

Except as provided herein, this Declaration of Condominium and the Articles and Bylaws of the Association, may be amended in the following manner:

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

16.2 A Resolution for the adoption of a proposed amendment shall be included in the notice of any meeting at which a proposed amendment is to be considered.

16.3 A resolution for the adoption of a proposed amendment may be proposed by the Board of Directors of the Association or by the Unit Owners of the Association. Unit Owners may propose such an amendment by instrument in writing directed to the President or Secretary of the Board signed by not less than three Unit Owners. Amendments may be proposed by the Board of Directors by action of a majority of the Board at any regularly constituted meeting thereof. Upon an amendment being proposed as herein provided, the President, or, in the event of his refusal or failure to act, the Board of Directors, shall call a meeting of the Unit Owners to be held not sooner than fifteen (15) days nor later than sixty (60) days thereafter for the purpose of considering said amendment. Directors and Unit Owners not present in person or by proxy at the meeting considering the amendment may express their approval or disapproval in writing, provided such approval or disapproval is delivered to the Secretary at or prior to the meeting and such writing is not used to establish a quorum or counted as a vote. Except as provided herein, such approvals must be either by:

(1) Not less than sixty-six and two-thirds percent (66-2/3%) of the votes of the entire Unit Owners of the Association; or

(2) In the alternative, an amendment may be made by an agreement signed and acknowledged by all Unit Owners in the manner required for the execution of a deed.

16.4 Proviso. Provided, however, that no amendment shall discriminate against any Unit Owner nor against any Unit or class or group of Units, unless the Unit Owners so affected shall consent; and no amendment shall change any Unit nor the share in the Common Elements appurtenant to it nor increase the Owner's share of the Common Expenses, unless the record Owner of the Unit concerned and all record owners of liens on such Unit shall join in the execution of the amendment. Any vote to amend the declaration of condominium relating to a change in percentage of ownership in the common elements or sharing of the common expense shall be conducted by secret ballot. Neither shall an amendment make any change in the section entitled "Insurance" nor in the section entitled "Reconstruction or Repair After Casualty" unless the record Owners of all mortgages upon any Condominium Property shall join in the execution of such amendment. Nor shall any amendment make any change which would in any way affect any of the rights, privileges, powers and/or options herein provided in favor of or reserved to the Developer, or any person who is an officer, stockholder or director of the Developer, or any corporation having some or all of its directors, officers or stockholders in common with the Developer, unless the Developer or any limited partner or general partner shall join in the execution of such amendment.

16.5 Execution and recording. A copy of each amendment shall be attached to a certificate certifying that the amendment was duly adopted, and the certificate shall be executed by the President of the Association and attested by the Secretary with the formalities of a deed, and shall be effective upon recordation thereof in the Public Records of the County and State in which the land is situate.

16.6 Surface Water Management System. Any amendment of this Declaration, which affect the Surface Water or Stormwater Management System, beyond maintenance in its original condition, including the water management portions of the common areas, must have the prior written approval of the Southwest Florida Water Management District. The Southwest Florida Water Management District shall have the right to enforce, by a proceeding at law or in equity, the provisions contained in the Covenants and Restrictions which relate to the maintenance, operation and repair of the Surface Water or Stormwater Management System.

16.7 Scrivener's errors. Prior to the majority election meeting, Developer may amend this Declaration and any exhibits thereto in order to correct a scrivener's error or other defect or omission without the consent of the Owners or the Board of Directors, provided that such amendment does not materially and adversely affect the rights of Unit Owners, lienors or mortgagees. This amendment shall be signed by Developer only and need not be approved by the Association, Unit Owners, lienors or mortgagees, whether or not elsewhere required for amendment, and a copy of the amendment shall be furnished to each Unit Owner, the Association and all listed mortgagees as soon after recordation thereof among the Public Records of the County and State in which the land is situate as is practicable. After the majority election meeting, amendments for the correction of scrivener's errors or other non-material changes may be made by the affirmative vote of two-thirds (2/3) of the Board of Directors and without the consent of the Unit Owners or their mortgagees or lienors.

17. TERMINATION

The condominium may be terminated in the following manners, in addition to the manner provided by the Condominium Act:

17.1 Destruction. If it is determined as provided herein that the building shall not be reconstructed because of major damage, the Condominium plan of ownership shall be terminated without agreement.

17.2 Agreement. The Condominium may be terminated at any time by the approval in writing of all record Owners of Units and all record Owners of liens on Units. Notice of a meeting at which the proposed termination is to be considered shall be given not less than thirty (30) days prior to the date of such meeting. Provided that the approval of Owners of not less than seventy-five percent (75%) of the Common Elements, and the approval of all record Owners of liens upon the Units, are obtained at the meeting or within thirty (30) days thereafter, then the approving Owners shall have an option to buy all of the Units of the Owners not approving of termination, said option to continue for a period of sixty (60) days from the date of such meeting. Approval by a Unit Owner of a Unit, or of a lien encumbering a Unit, shall be irrevocable until expiration of the afore-recited option to purchase the Unit of Owners not so approving, and if the option to purchase such Unit is exercised, then such approval shall be irrevocable. The option to purchase the Units not approving of termination shall be exercised upon the following terms:

(a) Exercise of option. The option shall be exercised by delivery or mailing by registered mail to each of the record Owners of the Units to be purchased an agreement to purchase signed by the record Owners of Units who will participate in the purchase. Such agreement shall indicate which Units will be purchased by each participating Owner and shall require the purchase of all Units 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 Unit 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 arbitration in accordance with the then existing rules of the American Arbitration Association by appraisers appointed by the American Arbitration

Association who shall base their determination upon an average of their appraisals of the Unit; and a judgment of specific performance of the sale upon the award rendered by the arbitrators may be entered in any Court of competent jurisdiction. The expense of the arbitration shall be paid by the purchaser. In any such action for specific performance the prevailing party shall also be entitled to his reasonable attorneys' fees and costs incurred in connection therewith.

(c) Payment. The purchase price shall be paid in cash, provided, in the event there shall be a pre-existing first mortgage on the Unit, then the purchaser shall have the option of assuming the remaining principal obligation thereof, and that portion of the purchase price which is in excess of such mortgage shall be payable in cash at closing.

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

17.3 Certificate. Termination of the Condominium in either of the foregoing manners shall be evidenced by a certificate of the Association executed by its President and Secretary certifying to the facts effecting the termination, said certificate to become effective upon being recorded in the Public Records of the County and State in which the land is situate.

17.4 Shares of Owners after Termination. After termination of the Condominium, the Unit Owners shall own the Condominium Property and all assets of the Association as tenants in common in undivided shares that shall be the same as the undivided shares in the Common Elements appurtenant to the Owners' Units prior to the termination.

17.5 Amendment. This section concerning termination cannot be amended without consent of all Unit Owners and of all record Owners of mortgages upon the Units.

18. DEVELOPER'S RESPONSIBILITY FOR ASSESSMENTS

The Developer, pursuant to Florida Statute 718.116(9)(a)2 2004, has elected to be excused from payment of assessments against unsold units for a period of twenty-four (24) months following the date of the first recording of the sale of a Unit ("Guarantee Period"), during which period the Developer guarantees to all purchasers or other unit owners in the same condominium that the assessments will not exceed \$ 756.71 monthly nor \$ 9,080.50 annually ("Guaranteed Amount"). The Developer will pay the portion of the common expenses incurred during the Guarantee Period, or any extension thereof, which exceed the Guaranteed Amount. The Developer reserves the right after the initial Guarantee Period to extend the Guarantee Period for three additional periods of twelve months each.

19. SEVERABILITY

The invalidity in whole or in part of any covenant or restriction, or any section, sub-section, sentence, clause, phrase or word, or other provision of this Declaration of Condominium and the Articles of Incorporation, Bylaws and Rules and Regulations of the Association shall not affect the validity of the remaining portions.

20. SUCCESSOR TO DEVELOPER'S INTERESTS

For purposes of this Declaration of Condominium, the term "Developer" shall include the person or entity declaring the property to condominium ownership and any person or entity, including the construction mortgagee, who shall succeed to the Developer's interest in title and ownership, whether by purchase, foreclosure or deed in lieu of foreclosure and such successor shall have all of the rights and privileges of the Developer.

21. RULE AGAINST PERPETUITIES

The rule against perpetuities shall not defeat a right given any person or entity by the Declaration of Condominium for the purpose of allowing Unit Owners to retain reasonable control over the use, occupancy and transfer of Units.

22. JOINDER AND CONSENTS

A person who joins in or consents to the execution of this Declaration of Condominium subjects his interest in the condominium property to the provisions of the Declaration.

23. ENFORCEABILITY

All provisions of this Declaration of Condominium are enforceable equitable servitudes, run with the land and are effective until the Condominium is terminated.

24. PARTITION

The undivided share and the Common Elements which is appurtenant to a Unit shall not be separated from it and shall pass with the title to the Unit, whether or not separately described; the share and the Common Elements appurtenant to a Unit cannot be conveyed or encumbered except together with the Units; shares and the Common Elements appurtenant to Units are undivided, and no action for Partition of the Common Elements shall lie.

25. REQUIREMENTS OF FNMA AND FHLMC

Notwithstanding anything herein to the contrary set forth in this Declaration of Condominium and its attached Exhibits, the following shall prevail and be binding on all Unit Owners, the Developer, and anyone having an interest in the Condominium Property where a lender holds a mortgage upon a Unit in this Condominium and is subject to the Federal Home Loan Mortgage Corp., Federal National Mortgage Association and/or Veterans Administration regulations:

25.1 Any "right of first refusal" contained in the Condominium constituent documents shall not impair the right of a first mortgagee to:

- (a) Foreclose or take title to a Condominium Unit pursuant to the remedies provided in the mortgage, or
- (b) Accept a deed (or assignment) in lieu of foreclosure in the event of default by a mortgagor, or
- (c) Seller leases a Unit acquired by the mortgagee.

25.2 Any first mortgagee who obtains title to a Condominium Unit pursuant to the remedies provided in the mortgage or foreclosure of the mortgage will not be liable for such Unit's unpaid dues or charges which accrue prior to the acquisition of title to such Unit by the mortgagee, except as required by Florida Statute.

25.3 Except as provided by statute in case of condemnation or substantial loss to the Units and/or common elements of the Condominium Project, unless at least two-thirds (2/3) of the first mortgagees (based on one vote for each first mortgage owned), or owners (other than the sponsor, Developer, or builder) of the individual Condominium Units have given their prior written approval, Condominium Homeowners Association shall not be entitled to:

- (a) By act or omission, seek to abandon or terminate the Condominium Project;

(b) Change the pro-rata interest or obligations of any individual Condominium Unit for the purpose of: (i) levying assessments or charges or allocating distributions of hazard insurance proceeds or condemnation awards, or (ii) determining the pro-rata share of ownership of each Condominium Unit and the common elements;

(c) Partition or subdivide any Condominium Unit;

(d) By act or omission, seek to abandon, partition, subdivide, encumber, sell or transfer the common elements. (The granting of easements for public utilities or for other public purposes consistent with the intended use of the common elements for the Condominium Project shall not be deemed a transfer within the meaning of this clause.);

(e) Use hazard insurance proceeds for losses to any Condominium Property (whether to Units or to common elements) for other than the repair, replacement or construction of such Condominium Property.

25.4 All taxes, assessments and charges which may become liens prior to the first mortgage under local law shall relate only to the individual Condominium Units and not to the Condominium Project as a whole.

25.5 No provision of the Condominium constituent documents gives a Condominium Unit Owner, or any other party, priority over any rights of the first mortgagee of the Condominium and Unit pursuant to its mortgage in the case of a distribution to such Unit Owner or owner of insurance proceeds or condemnation awards for losses to or a taking of Condominium Units and/or common elements.

25.6 If the Condominium Project is on a leasehold estate, the Condominium Unit lease is a lease or a sublease of the fee, and the provisions of such lease comply with FHLMC requirements.

25.7 All amenities (such as parking, recreation, and service areas) are a part of the Condominium Project and are covered by the mortgage at least to the same extent as are the common elements. All such common elements and amenities are fully installed, completed and in operation for use by the Condominium Unit Owners. If such amenities are not common or special elements under the Condominium Project, but may become part of a PUD, of which the Condominium Project may become a part, such an arrangement is acceptable provided that the warranties applicable to PUD units are all satisfied, or waivers obtained.

25.8 Unless waived pursuant to Section 718.112(2)(f) Florida Statutes, or by the Developer in accordance with this Declaration, condominium dues or charges shall include an adequate reserve fund for maintenance, repairs and replacement of those common elements that must be replaced on a periodic basis, and shall be payable in regular installments rather than by special assessments.

25.9 The Association may cancel, without penalty or cause, any contract or lease made by it before Unit Owners, other than the Developer, assume control of the Association, upon written notice to the other party.

25.10 Upon written request, the Association shall furnish the following notices to the holder, insurer or guarantor of any mortgage of any unit in the condominium:

(a) Notice of any condemnation or casualty loss that effects a material portion of the condominium property or the applicable unit.

(b) Notice of any delinquency and the payment of the assessments more than sixty (60) days past due as to the applicable unit.

(c) Notice of any lapse, cancellation or material modification of any insurance policy or fidelity bond maintained by the Association.

(d) Notice of any proposed action which would require the consent of a percentage of mortgage holders.

25.11 Notwithstanding anything herein set forth in this Declaration of Condominium for purposes of this Declaration, the term "institutional mortgagee" shall be construed to include the Federal Home Loan Mortgage Corp. and Federal National Mortgage Association.

25.12 The Association shall purchase and maintain policies of insurance and fidelity bond coverage in accordance with requirements under Section 803.07P of the FNMA Conventional Home Mortgage Selling Contract supplement and the requirements of Chapter 718.112(2)(j) Florida Statutes, as Amended.

26. MERGER AND CONSOLIDATION

26.1 As provided by Florida Statute 718.110(7), this Condominium shall be entitled to merge or consolidate with any other condominium which may now or hereafter be created for the Units or Residential Dwellings located on the lands set forth on Exhibit "A" attached hereto. Said merger or consolidation shall allow the operation of the project though it was a single condominium for all matters, including budgets, assessments, accounting, record-keeping and similar matters. In the event of such merger or consolidation, Common Expenses for residential condominiums in such a project being operated by a single Association may be assessed against all Unit Owners in such project pursuant to the proportions or percentages established therefore in the Declarations as initially recorded or in the Bylaws as initially adopted, subject, however, to the limitations of Florida Statute 718.116 and 718.302. Such merger or consolidation shall be complete upon compliance with 718.110(7).

26.2 The membership of the Association on a vote of a simple majority of all members of the Association at a duly called meeting of the membership of the Association, may elect to merge the Association with Mediterranean Manors Condominium Association, Inc. wherein Mediterranean Manors Condominium Association, Inc., is the surviving association.

27. SURFACE WATER MANAGEMENT SYSTEM, WETLAND AND WILD LIFE HABATAT

27.1 Surface Water Management Systems ("SWMS"), Lakes and Wet Retention Ponds. The Association, shall be responsible for maintenance of SWMS, ditches, canals, lakes, and water retention ponds.

27.2 No construction activities may be conducted relative to any portion of the SWMS. Prohibited activities include, but are not limited to: digging or excavation; depositing fill, debris or any other material or item; constructing or altering any water control structure; or any other construction to modify the SWMS. To the extent there exists within the Properties a wetland mitigation area or a wet detention pond, no vegetation in these areas shall be removed, cut, trimmed or sprayed with herbicide without specific written approval from the South West Florida Water Management District ("District"). Construction and maintenance activities which are consistent with the design and permit conditions approved by the District in the Environmental Resource Permit may be conducted without specific written approval from the District.

27.3 No Owner or other person or entity shall unreasonably deny or prevent access to water management areas for maintenance, repair, or landscaping purposes by Developer, the Association, or any appropriate governmental agency that may reasonably require access. Nonexclusive easements therefor are hereby specifically reserved and created.

27.3 No Lot, Parcel or Common Area shall be increased in size by filling in any lake, pond or other water retention or drainage areas which it abuts. No person shall fill, dike, rip-rap, block, divert or change the established water retention and drainage areas that have been or may be created without the prior written consent of

the Association. No person other than the Developer or the Association may draw water for irrigation or other purposes from any lake, pond or other water management area, nor is any boating, swimming, or wading in such areas allowed.

27.4 All SWMS and conservation areas, excluding those areas (if any) maintained by Pinellas County or another governmental agency, will be the ultimate responsibility of Association. The Association may enter any Common Element or Limited Common Element and make whatever alterations, improvements or repairs are deemed necessary to provide, maintain, or restore proper SWMS. The cost shall be a Common Expense. NO PERSON MAY REMOVE NATIVE VEGETATION THAT MAY BECOME ESTABLISHED WITHIN THE CONSERVATION AREAS. "REMOVAL" INCLUDES DREDGING, APPLICATION OF HERBICIDE, PULLING AND CUTTING.

27.5 Nothing in this Section shall be construed to allow any person to construct any new water management facility, or to alter any SWMS or conservation areas, without first obtaining the necessary permits from all governmental agencies having jurisdiction, including Southwest Florida Water Management District, the Association and the Developer, its successors and assigns.

COMMON ELEMENTS MAY CONTAIN OR ABUT CONSERVATION AREAS WHICH ARE PROTECTED UNDER RECORDED CONSERVATION EASEMENTS. THESE AREAS MAY NOT BE ALTERED FROM THEIR PRESENT CONDITIONS EXCEPT IN ACCORDANCE WITH THE RESTORATION PROGRAM INCLUDED IN THE CONSERVATION EASEMENT, OR TO REMOVE EXOTIC OR NUISANCE VEGETATION, INCLUDING, WITHOUT LIMITATION, MELALEUCA, BRAZILIAN PEPPER, AUSTRALIAN PINE, JAPANESE CLIMBING FERN, CATTAILS, PRIMROSE WILLOW, AND GRAPE VINE. OWNERS ARE RESPONSIBLE FOR PERPETUAL MAINTENANCE OF SIGNAGE REQUIRED BY THE PERMIT ISSUED BY SWFWMD, WHICH MAINTENANCE SHALL BE PERFORMED TO THE GREATEST DEGREE LAWFUL BY THE ASSOCIATION.

27.6 The District has the right to take enforcement measures, including a civil action for injunction and/or penalties, against the Association to compel it to correct any outstanding problems with the SWMS.

27.8 Any amendment of the Declaration affecting the SWMS or the operation and maintenance of the SWMS shall have the prior written approval of the District.

27.9 If the Association shall cease to exist, all Unit Owners, shall be jointly and severally responsible for the operation and maintenance of the SWMS in accordance with the requirements of the Environmental Resource Permit, unless and until an alternate entity assumes responsibility as explained in Subsection 2.6.2.2.4.h.

27.10 Proviso. Notwithstanding any other provision in this Declaration, no amendment of the governing documents by any person, and no termination or amendment of this Declaration, will be effective to change the Association's responsibilities for the SWMS or any conservation areas, unless the amendment has been consented to in writing by the District. Any proposed amendment which would affect the SWMS or any conservation areas must be submitted to the District for a determination of whether the amendment necessitates a modification of the surface water management permit. If the Association ceases to exist, all the Owners, shall be jointly and severally responsible for operation and maintenance of the SWMS facilities in accordance with the requirements of the Environmental Resource Permit, unless and until an alternate entity assumes responsibility. The District shall have the right to take enforcement measures, including a civil action for injunction and/or to compel the correction of any outstanding problems with the SWMS facilities.

27.11 Provision for Budget Expense. In the event the declared lands have on site wetland mitigation as defined in the regulations which requires monitoring and maintenance, the Association shall include in its budget an appropriate allocation of funds for monitoring and maintenance of the wetland mitigation area(s) each year until the District determines that the area(s) is successful in accordance with the Environmental Resource Permit.

27.12 Wetland Conservation Area. Some Common Areas may abut or contain Wetland Conservation Areas, which are protected under the Pinellas County Land Development Code or the Dunedin Development Code. The Wetland Conservation Areas must be permanently retained in a natural state, and may not be altered from their present state, except as may be specifically authorized in writing by Pinellas County or the City of Dunedin.

- (a) No structures or construction of any kind may be erected.
- (b) No filling, excavation, dredging, prop-dredging, grading, paving, clearing, timbering, ditching, draining, contamination, or other development shall be permitted.
- (c) No activity may be done or performed which would adversely affect or impair (i) endangered or threatened species of special concern as to nesting, reproduction, food source, habitat or cover or affect the vegetation itself; (ii) available habitat for fish and aquatic life or result in emigration from adjacent or associated ecosystems and macro habitats; (iii) existing bio-systems or ecosystems; or (iv) recovery of an impaired system.
- (d) No organic or inorganic matter or deleterious substances or chemical compounds may be discharged or placed in the Wetland Conservation Areas.

27.13 Significant Upland Wildlife Habitat Conservation Area. The Significant Upland Wildlife Habitat Conservation Area is protected by the Pinellas County or City of Dunedin Land Development Code, as amended, and must be retained in a natural state. No filling, excavating, removal of vegetation or construction of permanent structures or other impervious surfaces shall occur within the Significant Upland Wildlife Habitat Conservation Area unless specifically conforming to a wildlife management plan as approved by Pinellas County or the City of Dunedin.

27.14. Non-Liability for Fluctuation of Water Levels. Neither the Developer, the Association nor any officer, director, employee or agent of such entities or persons shall have any liability for aesthetic conditions, damage to lateral plantings or direct or consequential damages of any nature or kind caused by the fluctuation of water levels.

27.15 The SWMS facilities are located on land that is designated Common Elements on the plat, or is located on land that is subject to an easement in favor of the Association and its successors.

28 MASTER ASSOCIATION

28.1 Each Unit Owner by the acceptance of a deed to the Unit shall automatically become a member of the Master Association solely for the purpose of being obligated for a proportionate share of the expenses incurred for the operation, management, control, maintenance, repair and replacement of the Commonly Used Facilities. That is to say, to the extent there is a cost attributable to the Commonly Used Facilities, each Unit Owner shall be responsible for a share of such costs created by the fraction wherein the numerator is one and the denominator is the total number of all units permitted to use the Commonly Used Facilities ("Owner Share"). The share attributable to the Association shall be the fraction created wherein the numerator is 26 and the denominator is total number of all units permitted to use the Commonly Used Facilities ("Bella Costa Share").

28.2 The Master Association shall prepare, annually, a budget which estimates the anticipated costs of the operation, management, control, maintenance, repair and replacement of the Commonly Used Facilities and upon the acceptance of the budget by the Master Association, shall deliver it to the Association and the Association shall make the Bella Costa Share a part of the budget of the Association as a Common Expense and assess the Unit Owners and the Units their respective Owner Share. The Association shall remit to the Master Association, monthly, the monthly share of the Bella Costa Share.

28.3 The Association shall have the obligation to collect from each Owner the Owner Share and shall all of the rights afforded it under paragraph 8 herein. Likewise, the Master Association shall have all of the rights of lien and collection afforded under paragraph 8 herein to collect the Owner Share from a delinquent Unit Owner or a

Unit. Such right shall exist upon the recording of this Declaration, provided however the obligation for payment of the Owner Share shall not come into being until the earlier of (i) a unit is sold and title is conveyed at which time the Unit Owner will begin payments of the Owner Share attributable to the Unit purchased; or (b) six (6) months after the Certificate of Occupancy for the Unit has been obtained, which event first occurs.

28.4 In the event any Owner fails to pay its Owner Share within thirty days following the date when due the Association shall notice the Unit Owner consistent with the Condominium Act of its intent to file a lien, and if the Unit Owner fails to pay the amounts due and permitted to be collected in accordance with this Declaration and the Condominium Act as required by the notice then the Association and the Master Association shall have a right to lien the Unit and proceed to foreclose on the Unit in accordance with this Declaration and the Condominium Act. At anytime the Association may pay the Master Association the delinquent amounts and thereafter the Master Association shall have no right to lien or foreclose on the delinquent Unit or pursue the delinquent Unit Owner.

29 RECREATION PROPERTY

29.1 In the event the Recreation Property is made a part of the Condominium Property, then in such event the Recreation Property shall be restricted in accordance with the following declarations of covenants, conditions and restrictions:

a. The Recreation Property shall be controlled, operated and maintained by the Master Association.

b. The Recreation Property shall be limited and dedicated in perpetuity to recreational uses for the benefit of the residents of the Mediterranean Manors Community, which is currently comprised of 400 existing condominium units and the potential 36 additional units, which may be constructed on the two remaining undeveloped parcels located within the Mediterranean Manors Condominium complex.

c. The Master Association shall have authority to fully operate, maintain, manage, alter and improve the Recreation Property, but nevertheless subject to these Restrictions. The Declarant agrees that it shall not place any additional restrictions on the subject property by or through any additional deed restrictions or restrictions contained in any subsequently recorded Declaration of Condominium or amendment to this Declaration. The Recreational Property shall be subject to reasonable rules and regulations, as adopted from time to time, by the Board of Directors of the Master Association, but nevertheless consistent with this Declaration.

d. Master Association shall have authority, to make material alterations or substantial additions to the subject property, but only if consistent with the terms of this Declaration, without any required approval from the Declarant, the surrounding unit owners, whether owners of existing units or owners of units to be constructed on the balance of the Condominium.

e. The Recreation Property is subject only to the control of Master Association and the Unit Owners within the Condominium Property shall have no direct control over the maintenance and use of the subject parcel.

f. The Recreation Property shall not contain any lighting that is directed to the residential condominiums surrounding the Recreation Property.

g. Activities on the Recreation Property shall be limited to the hours of 8:00 A.M. through 10:00 P.M. Monday through Sunday.

h. The Recreation Property shall be kept clean, mowed and safe condition at all times which shall be the sole responsibility of the Master Association.

i. The Condominium Property owners shall be permitted pedestrian access, ingress and egress to the Recreation Property from the Condominium Property.

j. The Unit Owners in the Condominium Property shall be permitted to berm or otherwise landscape on the Condominium Property along the south boundary line of the Condominium Property and the north boundary line of Recreation Property, but not on the Recreation Property.

k. This Declaration as to these restriction set forth in this paragraph 29 shall not be amended without the written consent in recordable form executed by Master Association.

l. The Master Association, or any owner of a condominium unit in the Mediterranean Manors Community, which is currently comprised of 400 existing condominium units and the potential 36 additional units, which may be constructed on the two remaining undeveloped parcels located within the Mediterranean Manors Condominium complex, shall have the right to enforce, by proceeding of law or in equity, all restrictions, conditions and covenants and reservations now or hereafter imposed by the provisions of this Declaration. Failure by the Master Association or by the Unit Owners of the Condominium Property or the Unit Owners of the Mediterranean Manors Community to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter.

m. Invalidation of any one of these covenants or restrictions by judgment or court order shall in no way affect any other provision which shall remain in full force and effect.


n. The Association by a simple majority vote of all of its members shall have the absolute right to convey the Recreation Property to the Master Association. In the event of such conveyance these restrictions shall be restrictions to the ownership and use of the Recreation Property, shall be a benefit and a burden to the Condominium Property and the Recreation Property and shall not be modified or changed except by the express written consent of the Association and the Master Association.

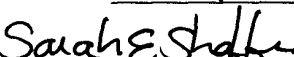
30. DEVELOPER GUARANTY

30.1 The Developer, so long as the Developer owns condominium units and is offering the same for sale, shall be excused from payment of assessments against those unsold units for the period of time the Developer has guaranteed to all purchasers or other units owner in the same condominium that assessments will not exceed a stated dollar amount, and during such time the Developer will pay any common expenses that exceed the guaranteed amount. Developer does hereby guaranty the condominium association budget for a period of six (6) months from the date of the first closing of the first condominium unit sold by Developer, and reserves the right after said initial guaranty period to extend the guaranty at Developer's option in increments on three (3) months until Developer no longer owns condominium units or elects not to further extend the budget guaranty.

IN WITNESS WHEREOF, the Developer has executed this Declaration this 15th day of August, 2005.

Signed, Sealed and Delivered
in the Presence of:


Print name: G E FLOWERS


Print name: Sarah E Shaffer

FIRST BELLA COSTA, LLC, a Florida
limited liability company
By: ROTTLUND HOMES OF FLORIDA, INC.
a Minnesota corporation, Its Managing Member

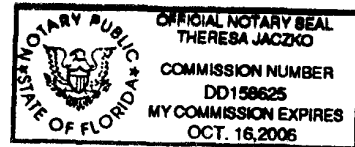
By: 
Michael A. Willenbacher President

The condominium plat is recorded at Condominium Plat Book _____, Pages _____, through _____ of the Public Records of Pinellas County, Florida

STATE OF FLORIDA)
COUNTY OF PINELLAS)

The foregoing instrument was acknowledged before me this 1st day of August, 2005 by Michael A. WILLENBACHER, as President of ROTTLUND HOMES OF FLORIDA, INC., a Minnesota corporation, Managing Member of FIRST BELLA COSTA, LLC, a Florida limited liability company, who executed same on behalf of the corporation, who is [X] personally known to me or who [] has produced a drivers license as identification and who (did) (did not) take an oath.

Theresa Jaczko
NOTARY PUBLIC
Commission Expires:



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Exhibit "A"

PARCEL 1:

A portion of land in Sections 14 and 15, Township 28 South, Range 15 East, Pinellas County, Florida, being more particularly described as follows:

Commence at the Northeast corner of the NW 1/4 of Section 14, Township 28 South, Range 15 East, thence North 88°46'06" West, 2675.66 feet, along the North boundary of Section 14, to the NW corner of said Section 14; thence South 00°01'32" East, 702.09 feet along the West boundary of Section 14; thence North 60°07'55" West, 139.90 feet to the POINT OF BEGINNING; thence continue North 60°07'55" West, 407.82 feet; thence along a curve to the right, concave Southeast, having a radius of 340.00 feet, an arc of 516.07 feet, chord bearing North 76°22'59" East, 467.94 feet; thence South 60°07'55" East, 152.71 feet; thence South 10°41'56" West, 124.16 feet; thence along a curve to the right, concave Northwest, having a radius of 111.78 feet, an arc of 10.45 feet, chord bearing South 72°11'19" West, 10.45 feet; thence along a curve to the left, concave Southeast, having a radius of 15.00 feet, an arc of 19.50 feet, chord bearing South 37°37'25" West, 18.16 feet; thence along a curve to the right, concave Northwest, having a radius of 40.00 feet, an arc of 51.58 feet, chord bearing South 37°19'17" West, 48.08 feet; thence South 74°15'49" West, 170.42 feet; thence South 15°40'46" East, 13.65 feet to the POINT OF BEGINNING.

PARCEL 2:

TOGETHER WITH, a non-exclusive appurtenant easement as created by Easement Agreement recorded 1/18/74 in O.R. Book 4126 page 1652, Public Records of Pinellas County, Florida, over and across the property hereinafter described to serve as paved roadway access for ingress and egress to Alternate U.S. Highway 19-A, said Easement property being described as:

A 20 foot ingress and egress easement, lying 10 feet on each side of the following described centerline:

Commence at the NE corner of the NW 1/4 of Section 14, Township 28 South, Range 15 East, Pinellas County, Florida, and go North 88°46'06" West, 2675.66 feet, along the North boundary of said Section 14, to the NW corner of Section 14, thence South 00°01'32" East, 1216.06 feet, along the West boundary of Section 14; thence South 88°52'22" East, 400.49 feet; thence North 23°32'01" East, 162.90 feet, to the POINT OF BEGINNING; thence North 53°55'08" West, 32.85 feet; thence in a Southwesterly direction, along a curve to the right that has a radius of 281.27 feet, an arc length of 119.68 feet, a chord length of 118.78 feet, a chord bearing of South 48°58'19" West; thence along a curve to the right that has a radius of 350.00 feet, an arc length of 184.23 feet, a chord length of 182.11 feet, a chord bearing of South 76°14'26" West; thence along a curve to the right that has a radius of 267.75 feet, an arc length of 133.41 feet, a chord length of 132.03 feet, a chord bearing of North 74°24'22" West; thence North 60°07'55" West, 444.31 feet; thence along a curve to the right that has a radius of 340.00 feet, an arc length of 267.04 feet, a chord length of 260.22 feet, a chord bearing of North 37°37'55" West; thence along a curve to the right that has a radius of 340.00 feet, an arc length of 267.04 feet, a chord length of 260.22 feet, a chord bearing of North 07°22'05" East; thence along a curve to the right that has a radius of 340.00 feet, an arc length of 267.04 feet, a chord length of 260.22 feet, a chord bearing of North 52°22'05" East; thence along a curve to the right that has a radius of 340.00 feet, an arc length of 267.04 feet, a chord length of 260.22 feet, a chord bearing of South 82°37'55" East; thence South 60°07'55" East, 405.00 feet; thence along a curve to the right that has a radius of 340.00 feet, an arc length of 534.07 feet, a chord length of 480.83 feet, a chord bearing of South 15°07'55" East; thence South 29°52'05" West, 35.70 feet; thence along a curve to the right that has a radius of 281.27 feet, an arc length of 33.94 feet, a chord length of 33.92 feet, a chord bearing of South 33°19'31" West; thence South 53°55'08" East, 32.85 feet, to the POINT OF BEGINNING, LESS that part occupied by Alternate U.S. Highway 19-A.

PARCEL 3:

AND TOGETHER WITH a non-exclusive right of use of the recreational facilities as created by Easement Agreement recorded 1/18/74 in O.R. Book 4126 page 1652, Public Records of Pinellas County, Florida, located on the hereinafter described property located in Pinellas County, Florida and described as:

A part of the NE 1/4 of Section 15, Township 28 South, Range 15 East, and a part of the NW 1/4 of Section 14, Township 28 South, Range 15 East, Pinellas County, Florida, being more particularly described as follows:

Commence at the NE corner of the NW 1/4 of Section 14, Township 28 South, Range 15 East, Pinellas County, Florida, and go North 88°46'06" West, 2675.66 feet to the NE corner of Section 15, Township 28 South, Range 15 East, thence South 00°01'32" East, 1216.05 feet along the East boundary of said Section 15; thence North 88°52'22" West, 43.51 feet; thence North 00°01'32" West, 125.16 feet to the POINT OF BEGINNING; thence North 60°07'55" West, 103.81 feet; thence North 00°01'32" West, 171.00 feet; thence North 38°39'12" East, 77.50 feet; thence South 51°20'48" East, 110.63 feet; thence South 75°07'5" West, 46.35 feet; thence South 00°01'32" East, 202.22 feet to the POINT OF BEGINNING.

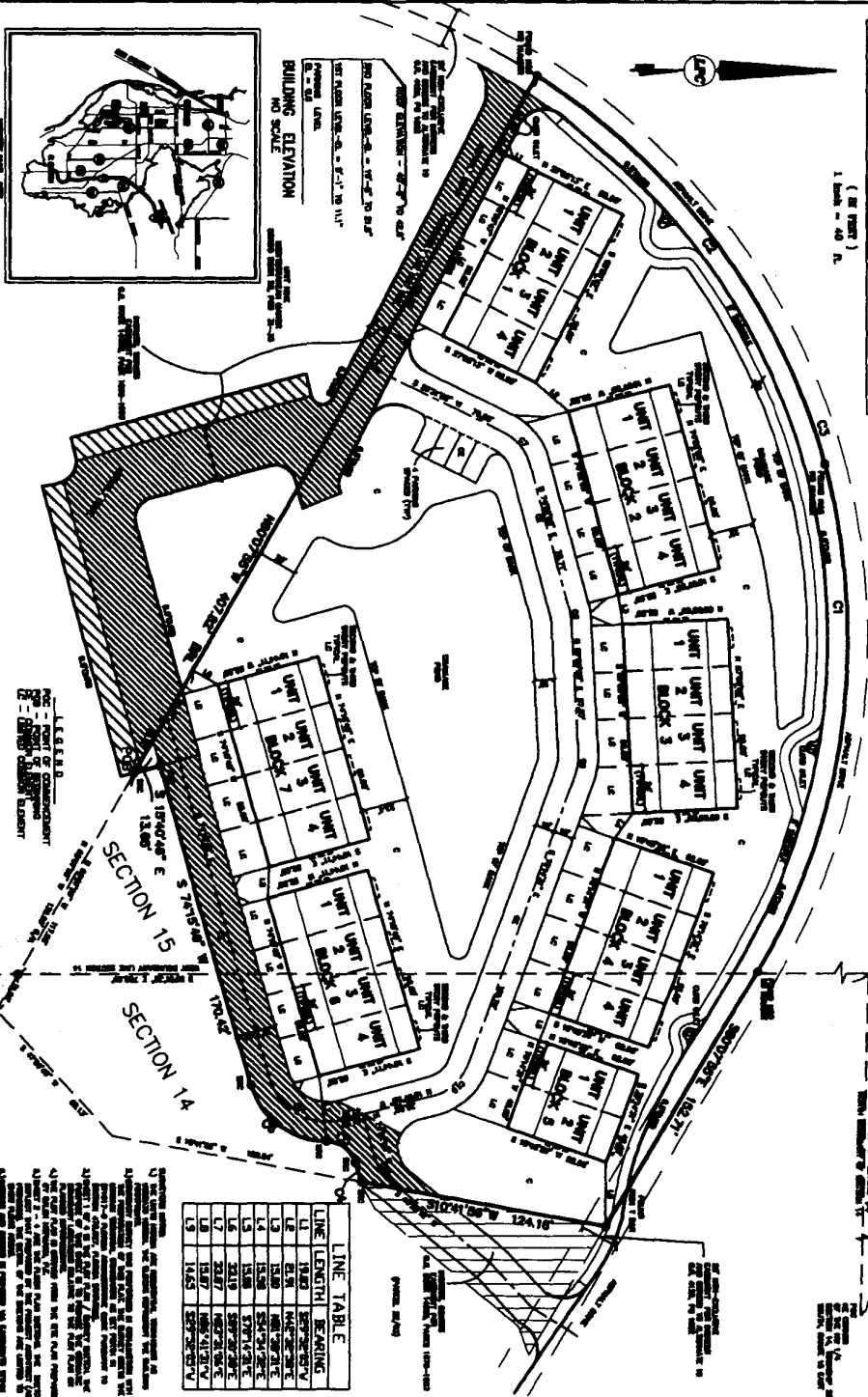
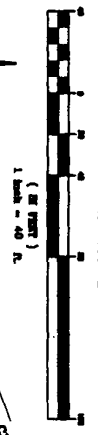
PARCEL 4:

TOGETHER WITH perpetual, non-exclusive easements, for the benefit of PARCEL 1 above, as created by and more fully described in: (1) Declaration of Mutual Easement for Ingress and Egress recorded in O.R. Book 4126, page 1652; (2) Grant of Non-Exclusive Easement for Ingress and Egress recorded in O.R. Book 4126, page 1652; and (3) Grant of Easement for Ingress, Egress, Utilities and Recreational Uses recorded in O.R. Book 4126, page 1652, all of the Public Records of Pinellas County, Florida.



BELLA COSTA

A CONDOMINIUM
A PORTION OF LAND LYING IN SECTIONS 14 & 15, TOWNSHIP 28 SOUTH, RANGE 16 EAST, CITY OF DUNEDIN,
PINELLAS COUNTY, FLORIDA

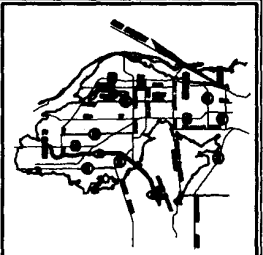


BUILDING ELEVATION AND SCALE

FOR FLOOR LEVELS - 1" = 8'-0" TO 8'-0"

FOR WALL LEVELS - 1" = 8'-0" TO 11'-0"

FOR ROOF LEVELS - 1" = 8'-0" TO 11'-0"



CURVE TABLE

GRADE	LENGTH	RADIUS	BEARING	CHORD
1	10.00	100.00	90.00	14.14
2	15.00	150.00	90.00	21.21
3	20.00	200.00	90.00	28.28
4	25.00	250.00	90.00	35.35
5	30.00	300.00	90.00	42.42
6	35.00	350.00	90.00	49.49
7	40.00	400.00	90.00	56.56
8	45.00	450.00	90.00	63.63
9	50.00	500.00	90.00	70.70
10	55.00	550.00	90.00	77.77
11	60.00	600.00	90.00	84.84
12	65.00	650.00	90.00	91.91
13	70.00	700.00	90.00	98.98
14	75.00	750.00	90.00	106.05
15	80.00	800.00	90.00	113.12
16	85.00	850.00	90.00	120.19
17	90.00	900.00	90.00	127.26
18	95.00	950.00	90.00	134.33
19	100.00	1000.00	90.00	141.40

LINE TABLE

LINE	LENGTH	BEARING
L1	124.16	S 89° 58' 00" W
L2	124.16	S 89° 58' 00" W
L3	124.16	S 89° 58' 00" W
L4	124.16	S 89° 58' 00" W
L5	124.16	S 89° 58' 00" W
L6	124.16	S 89° 58' 00" W
L7	124.16	S 89° 58' 00" W
L8	124.16	S 89° 58' 00" W
L9	124.16	S 89° 58' 00" W

LEGEND

1 - POINT OF COMMENCEMENT
2 - POINT OF BEGINNING
3 - CURVE DATA ELEMENT

SUBDIVISION CERTIFICATE

THE COMMISSIONER HAS THIS DAY RECEIVED FROM THE SUBDIVISION APPLICANT THE FOLLOWING CERTIFICATE:

1. THAT THE SUBDIVISION IS IN ACCORDANCE WITH THE PROVISIONS OF CHAPTER 218, FLORIDA STATUTES, AND THE SUBDIVISION MAP IS IN ACCORDANCE WITH THE PROVISIONS OF CHAPTER 218, FLORIDA STATUTES.

2. THAT THE SUBDIVISION IS IN ACCORDANCE WITH THE PROVISIONS OF CHAPTER 218, FLORIDA STATUTES, AND THE SUBDIVISION MAP IS IN ACCORDANCE WITH THE PROVISIONS OF CHAPTER 218, FLORIDA STATUTES.

3. THAT THE SUBDIVISION IS IN ACCORDANCE WITH THE PROVISIONS OF CHAPTER 218, FLORIDA STATUTES, AND THE SUBDIVISION MAP IS IN ACCORDANCE WITH THE PROVISIONS OF CHAPTER 218, FLORIDA STATUTES.

4. THAT THE SUBDIVISION IS IN ACCORDANCE WITH THE PROVISIONS OF CHAPTER 218, FLORIDA STATUTES, AND THE SUBDIVISION MAP IS IN ACCORDANCE WITH THE PROVISIONS OF CHAPTER 218, FLORIDA STATUTES.

5. THAT THE SUBDIVISION IS IN ACCORDANCE WITH THE PROVISIONS OF CHAPTER 218, FLORIDA STATUTES, AND THE SUBDIVISION MAP IS IN ACCORDANCE WITH THE PROVISIONS OF CHAPTER 218, FLORIDA STATUTES.

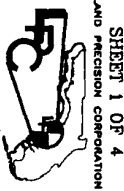
6. THAT THE SUBDIVISION IS IN ACCORDANCE WITH THE PROVISIONS OF CHAPTER 218, FLORIDA STATUTES, AND THE SUBDIVISION MAP IS IN ACCORDANCE WITH THE PROVISIONS OF CHAPTER 218, FLORIDA STATUTES.

7. THAT THE SUBDIVISION IS IN ACCORDANCE WITH THE PROVISIONS OF CHAPTER 218, FLORIDA STATUTES, AND THE SUBDIVISION MAP IS IN ACCORDANCE WITH THE PROVISIONS OF CHAPTER 218, FLORIDA STATUTES.

8. THAT THE SUBDIVISION IS IN ACCORDANCE WITH THE PROVISIONS OF CHAPTER 218, FLORIDA STATUTES, AND THE SUBDIVISION MAP IS IN ACCORDANCE WITH THE PROVISIONS OF CHAPTER 218, FLORIDA STATUTES.

9. THAT THE SUBDIVISION IS IN ACCORDANCE WITH THE PROVISIONS OF CHAPTER 218, FLORIDA STATUTES, AND THE SUBDIVISION MAP IS IN ACCORDANCE WITH THE PROVISIONS OF CHAPTER 218, FLORIDA STATUTES.

10. THAT THE SUBDIVISION IS IN ACCORDANCE WITH THE PROVISIONS OF CHAPTER 218, FLORIDA STATUTES, AND THE SUBDIVISION MAP IS IN ACCORDANCE WITH THE PROVISIONS OF CHAPTER 218, FLORIDA STATUTES.

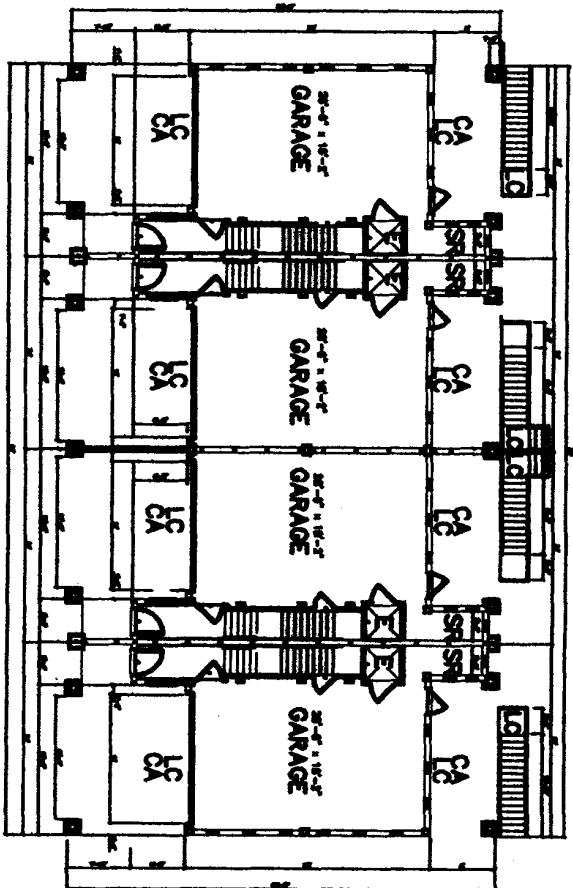


SHEET 1 OF 4
LAND PRECISION CORPORATION
SURVEYING - PLANNING

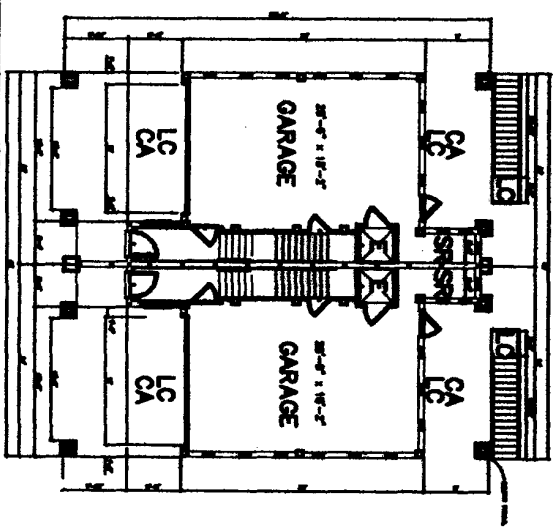
A PORTION OF LAND LYING IN SECTIONS 14 & 15, TOWNSHIP 28 SOUTH, RANGE 16 EAST, CITY OF DUNEDIN,
 PINELLAS COUNTY, FLORIDA

BELLA COSTA

A CONDOMINIUM



BLOCKS 1, 2, 3, 4, 6 & 7
 UNITS 1 THRU 4



BLOCK 6
 UNITS 1 & 2

GROUND FLOOR LEVEL

- LEGEND**
- POC - POINT OF COMMENCEMENT
 - POB - POINT OF BEGINNING
 - SE - SCREENED ENCLOSURE
 - LC - LIMITED COMMON ELEMENT
 - BR - BED ROOM
 - SE - SCREENED ENCLOSURE
 - SR - STORAGE ROOM
 - B - BATH ROOM
 - K - KITCHEN
 - E - AREA FOR OPTIONAL ELEVATOR
 - CA - COMMON AREA

1) FLOOR PLANS BASED ON ARCHITECTURAL PLANS PROVIDED.

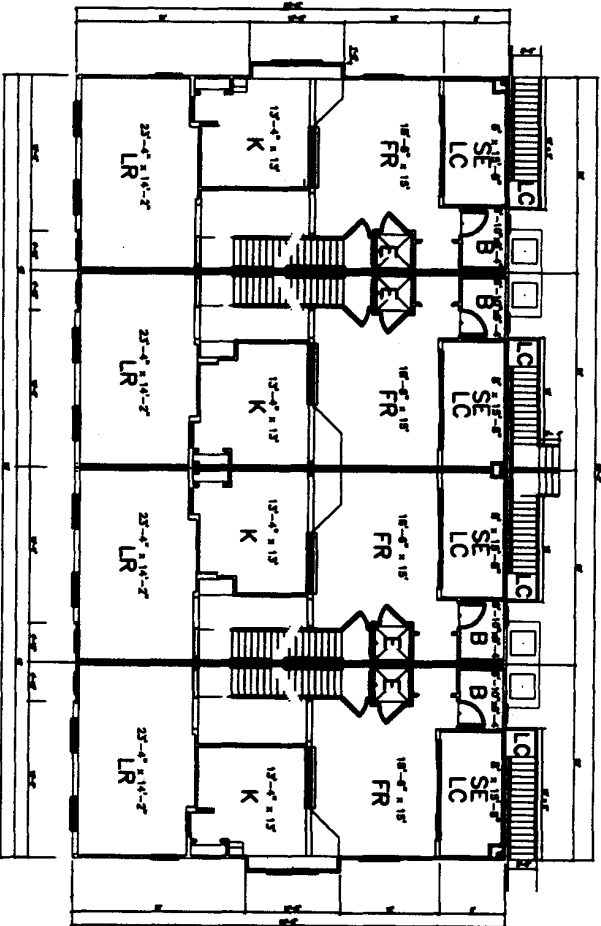
SHEET 2 OF 4
 LAND PRELIMINARY SUBDIVISION

 J.P. & S. ARCHITECTS, P.A.
 10000 W. GULF BLVD., SUITE 100
 TAMPA, FL 33613
 DRAWING - SURVEY - PLANNING

A PORTION OF LAND LYING IN SECTIONS 14 & 15, TOWNSHIP 28 SOUTH, RANGE 15 EAST, CITY OF DUNEDIN,
 PINELLAS COUNTY, FLORIDA

BELLA COSTA

A CONDOMINIUM

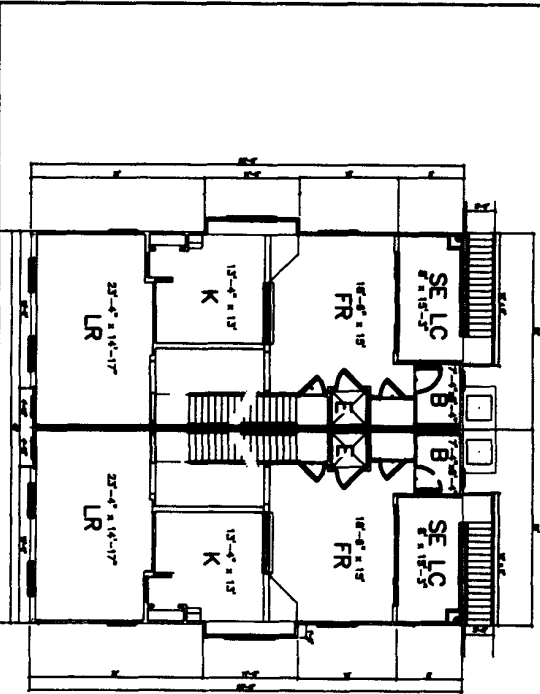


BLOCKS 1, 2, 3, 4, 6 & 7
 UNITS 1 THRU 4

FIRST FLOOR LEVEL

- LEGEND**
- POC - POINT OF COMMENCEMENT
 - PGB - POINT OF BEGINNING
 - CE - COMMON ELEMENT
 - LC - LIMITED COMMON ELEMENT
 - BR - BED ROOM
 - SE - SCREENED ENCLOSURE
 - FR - FAMILY ROOM
 - K - KITCHEN
 - SR - BATH ROOM
 - E - AREA FOR OPTIONAL ELEVATOR
 - ST - STORAGE ROOM
 - LR - LIVING ROOM/DINING ROOM

BLOCK 5
 UNITS 1 & 2



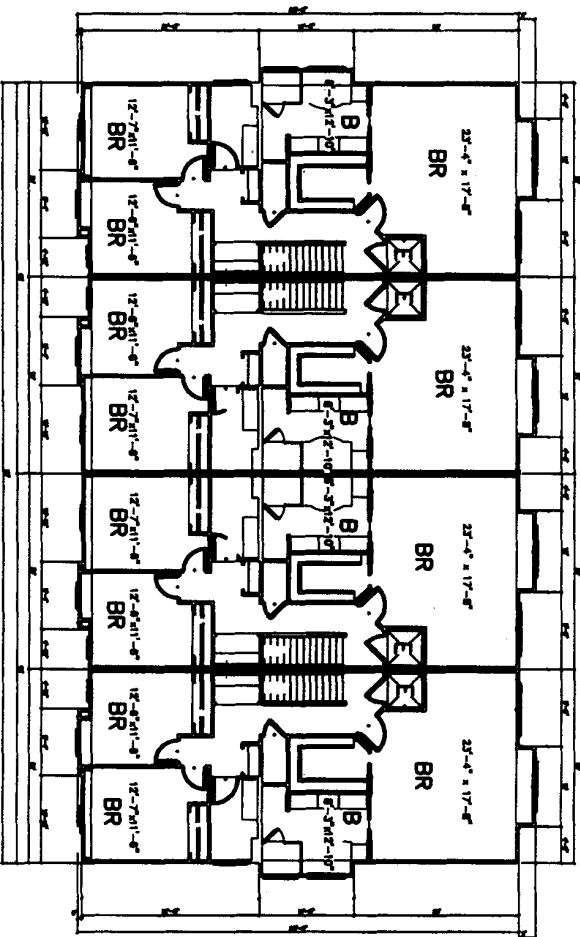
1) FLOOR PLANS BASED ON ARCHITECTURAL PLANS PROVIDED.



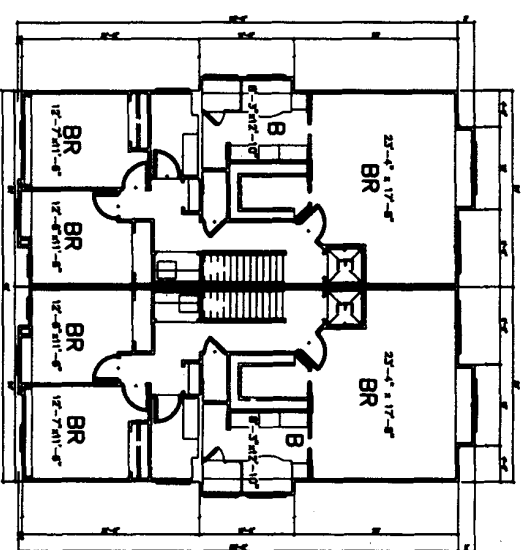
SHEET 3 OF 4
 LAND PRECISION CORPORATION

DATE: 08/11/03
 SUPERVISING - PLANNING

BELLA COSTA
 A CONDOMINIUM,
 A PORTION OF LAND LYING IN SECTIONS 14 & 15, TOWNSHIP 28 SOUTH, RANGE 15 EAST, CITY OF DUNEDIN,
 PINELLAS COUNTY, FLORIDA



**BLOCKS 1, 2, 3, 4, 6 & 7
 UNITS 1 THRU 4**



**BLOCK 5
 UNITS 1 & 2**

SECOND FLOOR LEVEL

- LEGEND**
- POB - POINT OF COMMENCEMENT
 - POB - POINT OF BEGINNING
 - CE - COMMON ELEMENT
 - UC - UNLIMITED COMMON ELEMENT
 - BR - BED ROOM
 - SE - SCREENED ENCLOSURE
 - FR - FAMILY ROOM
 - K - KITCHEN
 - B - BATH ROOM
 - E - AREA FOR OPTIONAL ELEVATOR
 - SR - STORAGE ROOM
 - CA - COVERED AREA

1.) FLOOR PLANS BASED ON ARCHITECTURAL PLANS PROVIDED.



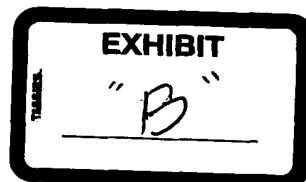
SHEET 4 OF 4
 LAND PRECISION CORPORATION

DATE: 08/15/2011
 SURVEYING - LAPPING - PLANNING

EXHIBIT "B"

**Percentage of Ownership Schedule in Common Elements,
Common Surplus and Obligations for Common Expenses**

The percentage of ownership schedule of the Common Elements and Common Surplus and Obligation for Common Expenses as to each unit is an undivided 1/26th percent share



State of Florida

Department of State

I certify from the records of this office that BELLA COSTA AT MEDITERRANEAN MANORS CONDOMINIUM ASSOCIATION, INC. is a corporation organized under the laws of the State of Florida, filed on June 8, 2005.

The document number of this corporation is N05000005932.

I further certify that said corporation has paid all fees due this office through December 31, 2005, and its status is active.

I further certify that said corporation has not filed Articles of Dissolution.

Given under my hand and the Great Seal of Florida, at Tallahassee, the Capital, this the Ninth day of June, 2005



Glenda E. Hood
Secretary of State

Authentication ID: 100055972801-060905-N05000005932

To authenticate this certificate, visit the following site, enter this ID, and then follow the instructions displayed.
www.sunbiz.org/auth.html

EXHIBIT

"C"

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ARTICLES OF INCORPORATION**OF****BELLA COSTA AT MEDITERRANEAN MANORS CONDOMINIUM ASSOCIATION,
INC.**

The undersigned do hereby associate themselves for the purpose of forming a corporation not for profit as allowed by Section 718 and Section 617 of the Florida Statutes. Pursuant to the provisions and laws of the State of Florida, we certify as follows:

1. NAME

The name of the corporation shall be BELLA COSTA AT MEDITERRANEAN MANORS CONDOMINIUM ASSOCIATION, INC., hereinafter referred to as the "Association", with its principal registered office located at 2637 McCormick Drive, Clearwater, FL 33759. The Board of Directors may, from time to time, move the principal office to any other address in Florida.

2. PURPOSE

The purpose for which the Association is organized is to provide an entity pursuant to Chapter 718, Florida Statutes 2003, hereinafter called the "Condominium Act", for the operation of BELLA COSTA AT MEDITERRANEAN MANORS CONDOMINIUM, (the "Condominium") to be created pursuant to the provisions of its Declaration of Condominium and the Condominium Act.

3. POWERS

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

3.1 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 of Incorporation or the Condominium Act.

**Prepared By:
Harry S. Cline, Esq.
Macfarlane Ferguson & McMullen
Post Office Box 1669
Clearwater, FL 33757
(727) 441-8966
Florida Bar # 0133526**

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3.2 The Association shall have all of the powers and duties set forth in the Condominium Act, these Articles of Incorporation and the Declaration of Condominium and its attendant documents, and all of the powers and duties reasonably necessary for operation of the Condominium. In the event of a conflict between the powers of the Association as is set forth in these Articles of Incorporation, the Bylaws, or the Declaration of Condominium and the Condominium Act, the Condominium Act shall prevail.

3.3 All funds and the titles to all properties acquired by the Association, and their proceeds, shall be held in trust for the members in accordance with the provisions of the Declaration of Condominium, these Articles of Incorporation, and the Bylaws of the Association, and the costs, expenses, maintenance, care and upkeep of such properties for the benefit of the members shall be considered common expenses of the Condominium.

3.4 The powers of the Association shall be subject to and shall be exercised in accordance with the provisions of the Declaration of Condominium and the Bylaws.

3.5 The Association shall have the power and authority to levy, charge, assess and collect fees, charges and assessments from the Unit Owners as allowed by the Declaration of Condominium.

3.6 Notwithstanding anything herein to the contrary, the corporation shall exercise only such powers as are in furtherance of the exempt purposes of home owner organizations set forth in the Internal Revenue Code and its regulations as the same now exist or as they may be hereinafter amended from time to time.

3.7 The corporation shall have no power to declare dividends, and no part of its net earnings shall inure to the benefit of any member or director of the corporation or to any other private individual. The corporation shall have no power or authority to engage in activities which consist of carrying on propaganda or otherwise attempting to influence legislation or to participate in, or intervene in, any political campaign on behalf of any candidate for public office.

3.8 The corporation shall have no capital stock.

3.9 This Section shall not be construed to give the Association any powers not authorized by the Condominium Act.

3.10 The Association shall have the power to operate, maintain and manage the surface water or stormwater management system(s) in a manner consistent with the Southwest Florida Water Management District requirements and applicable District rules, and shall have the power to assist in the enforcement of the Declaration of Condominium which relate to the Surface Water Management System.

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3.11 The Association shall have the power to levy and collect adequate assessments against members of the Association for the costs of maintenance and operation of the surface water or stormwater management system.

3.12 In the event the declared lands have on site wetland mitigation as defined in the regulations which requires monitoring and maintenance, the Association shall include in its budget an appropriate allocation of funds for monitoring and maintenance of the wetland mitigation area(s) each year until the Southwest Florida Water Management District ("SWFMD") determines that the area(s) is successful in accordance with the Environmental Resource Permit.

3.13 The purpose of the Association shall be to operate, maintain and repair the Common Elements, and any improvements thereon, including, but not limited to any Surface Water Management System Facilities ("SWMS") defined as, including, but not limited to: all inlets, ditches, swales, culverts, water control structures, retention and detention areas, ponds, lakes floodplain compensation areas, wetlands and any associated buffer areas, and wetland mitigation areas, and/or related appurtenances which may be located within the declared lands.

4. MEMBERSHIP

4.1 The members of the Association shall consist of all of the record Owners of Units in the Condominium which have adopted these Articles, hereinafter referred to as "Units", and after termination of the Condominium shall consist of those who are members at the time of such termination, and their successors and assigns.

4.2 Membership shall be acquired by recording in the Public Records of the County within which the Condominium is situate, a deed or other instrument establishing record title to a Unit in the Condominium, the Owner designated by such instrument thus becoming a member of the Association, and the membership of the prior Owner being thereby terminated, provided, however, any party who owns more than one Unit shall remain a member of the Association so long as he shall retain title to or a fee ownership interest in any Unit.

4.3 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.

4.4 On all matters upon which the member shall be entitled to vote, there shall be one vote for each Unit, which vote may be exercised or cast in such manner as may be provided in the Bylaws of the Association. Any person or entity owning more than one Unit shall be entitled to one vote for each Unit owned.

4.5 The Developer shall be a member of the Association and shall be allowed one vote for each Unit owned by the Developer.

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5. EXISTENCE

The Corporation shall have perpetual existence.

In the event of termination, dissolution or final liquidation of the Association, the responsibility for the operation and maintenance of the Surface Water Management System must be transferred to and accepted by an entity that would comply with Section 40C-42.027, F.A.C., and be approved by the Southwest Florida Water Management District prior to such termination, dissolution or liquidation.

6. SUBSCRIBERS

The name and addresses of the subscribers to these Articles of Incorporation is:

Harry S. Cline, Esq.
Post Office Box 1669
Clearwater, FL 33757

7. OFFICERS

The affairs of the Association shall be administered by a President, a Vice President, a Secretary and a Treasurer, and such other officers as the Board of Directors may from time to time designate. Any person may hold two offices, excepting that the same person shall not hold the office of President and Secretary. Officers of the Association shall be those set forth herein or elected by the Board of Directors at its first meeting following the annual meeting of the members of the Association, and shall serve at the pleasure of the Board of Directors. The names and addresses of the officers who shall serve, until their successors are designated by the Board of Directors are as follows:

Names:	(1) G. E. Flowers	President/Director
	(2) Larry Miller	Vice Pres/Director
	(3) Theresa Jaczko	Sec/Treas/Director
Address:	2637 McCormick Drive Clearwater, FL 33759	

8. DIRECTORS

8.1 The affairs of the Association shall be managed by a Board of Directors who, until the turnover of the Association to unit owners other than the Developer need not be members of

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the Association. The membership of the Board shall consist of not less than three (3) Directors until the control of the Association is transferred to the Unit Owners other than the Developer pursuant to Florida Statute 718.301. Thereafter, the Board shall consist of not less than three (3) Directors, all of whom shall be members. Provided, however, that the Board shall always consist of an odd number of Directors.

8.2 Directors of the Association shall be elected at the annual meeting of the members in the manner provided by the Bylaws. Directors may be removed and vacancies on the Board shall be filled in the manner provided by the Bylaws.

8.3 The Directors named in these Articles shall serve until the first election of Directors, and any vacancies in office occurring before the first election shall be filled by the remaining Directors and/or the Developer. The first election of Directors shall not be held until the Developer, as defined in the Declaration of Condominium, is required by law to elect directors in accordance with Florida Statute 718.301. The term of the first Board of Directors or their replacements, shall continue until the Developer voluntarily relinquishes control of the Association, or relinquishes control as required by Florida Statute §718.301(1)(a)-(e) as follows:

(1) When unit owners other than the developer own 15 percent or more of the units in a condominium that will be operated ultimately by an association, the unit owners other than the developer shall be entitled to elect no less than one-third of the members of the board of administration of the association. Unit owners other than the developer are entitled to elect not less than a majority of the members of the board of administration of an association:

(a) Three years after 50 percent of the units that will be operated ultimately by the association have been conveyed to purchasers;

(b) Three months after 90 percent of the units that will be operated ultimately by the association have been conveyed to purchasers;

(c) When all the units that will be operated ultimately by the association have been completed, some of them have been conveyed to purchasers, and none of the others are being offered for sale by the developer in the ordinary course of business;

(d) When some of the units have been conveyed to purchasers and none of the other are being constructed or offered for sale by the developer in the ordinary course of business; or

(e) Seven years after recordation of the declaration of condominium; or, in the case of an association which may ultimately operate more than one condominium, 7 years after recordation of the declaration for the first condominium it operates; or, in the case of an association operating a phase condominium created pursuant to s. 718.403, 7 years after recordation of the declaration creating the initial phase, whichever occurs first. The developer is entitled to elect at least one member of the board of administration of an association as long as the developer holds for sale in the ordinary course of business at least 5 percent, in

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condominiums with fewer than 500 units, and 2 percent, in condominiums with more than 500 units, of the units in a condominium operated by the association. Following the time the developer relinquishes control of the association, the developer may exercise the right to vote any developer-owned units in the same manner as any other unit owner except for purposes of reacquiring control of the association or selecting the majority member of the board of administration.

8.4 The names and addresses of the 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:

Names:	(1) G. E. Flowers	President/Director
	(2) Larry Miller	Vice Pres/Director
	(3) Theresa Jaczko	Sec/Treas/Director
 Address:	 2637 McCormick Drive Clearwater, FL 33759	

9. INDEMNIFICATION

Every Director and every officer of the Association shall be indemnified by the Association against all expenses and liabilities including attorneys' fees, reasonably incurred by or imposed upon him or her in connection with any proceedings or the settlement of any proceeding to which he or she may be a party, or in which he or she may become involved by reason of his being or having been a Director or Officer of the Association, whether or not he or she is a Director or Officer at the time such expenses are incurred, except when the Director or Officer is adjudged guilty of willful misfeasance, malfeasance, or nonfeasance, or found to have breached his or her fiduciary duty, in the performance of his duties. The foregoing right of indemnification shall be in addition to and exclusive of all other rights and remedies to which such Director or Officer may be entitled.

10. BYLAWS

The Bylaws of the Association shall be adopted by the Board of Directors and may be altered, amended or rescinded in the manner provided therein.

11. AMENDMENT

These Articles of Incorporation shall be amended in the following manner:

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

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11.2 A resolution for the adoption of a proposed amendment may be proposed by the Board of Directors of the Association or by the members of the Association. A member may propose such an amendment by instrument in writing directed to any member of the Board of Directors signed by not less than twenty percent (20%) of the membership. Amendments may be proposed by the Board of Directors by action of a majority of the Board at any regularly constituted meeting thereof. Upon an amendment being proposed as herein provided, the President, or in the event of his refusal or failure to act, the Board of Directors, shall call a meeting of the membership to be held not sooner than fifteen (15) days nor later than sixty (60) days thereafter for the purpose of considering said amendment. Directors and members not present in person at the meeting considering the amendment may express their approval or disapproval in writing provided such approval is delivered to the Secretary at or prior to the meeting and such writing is not used to establish a quorum or counted as a vote. Except as provided herein, such approval must be either by:

(a) Not less than sixty-six and two-thirds percent (66-2/3%) of the votes of the entire membership of the Association.

11.3 Provided, however, that no amendment shall make any changes in the qualifications for membership nor the voting rights of the members, nor any change in Paragraph 3.3, without approval in writing by all members and the joinder of all record Owners of mortgages on the Condominium Units. No amendment shall be made that is in conflict with the Condominium Act or the Declaration of Condominium. No amendment shall be made without the written approval of the Developer if such amendment shall cause an assessment of the Developer as a Unit Owner for capital improvements, constitute an action that would be detrimental to the sales of Units by the Developer or any other such action which would inhibit, impair, or otherwise preclude the rights reserved to the Developer by way of the Declaration of Condominium.

11.4 A copy of each amendment shall be filed with the Secretary of State, pursuant to the provisions of the applicable Florida Statutes, and a copy certified by the Secretary of State shall be recorded in the Public Records of the County where the condominium is located.

12. REGISTERED AGENT

The corporation hereby appoints HARRY S. CLINE, ESQ., 625 Court Street, Suite 200, Clearwater, FL 33756, as its Registered Agent to accept service of process within this state.

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1st IN WITNESS WHEREOF, the Subscribers have affixed their signatures hereto this
day of June, 2005.

Signed, Sealed and Delivered
in the Presence of:

[Handwritten Signature]
[Handwritten Signature]


[Handwritten Signature] (SEAL)
HARRY S. CLINE

STATE OF FLORIDA
COUNTY OF PINELLAS

The foregoing instrument was acknowledged before me this day 1st
of June, 2005, by HARRY S. CLINE, who is personally known.

[Handwritten Signature]
Notary Public
Print Name: KATHLEEN A. O'HEARN
NOTARY PUBLIC

My Commission Expires:

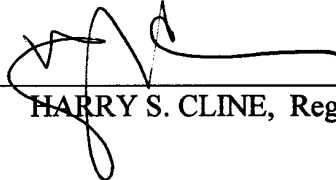
 Kathleen A. O'Hearn
My Commission DD224974
Expires July 20, 2007

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ACCEPTANCE OF REGISTERED AGENT

Having been named to accept service of process of the above stated corporation at the place designated in this certificate, pursuant to Chapter 48.091 and Chapter 617.0501 of the Florida Statutes, I hereby acknowledge that I am familiar with and accept the obligations of the position of registered agent.

By:  (SEAL)
HARRY S. CLINE, Registered Agent

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BYLAWS

OF

BELLA COSTA AT MEDITERRANEAN MANORS CONDOMINIUM ASSOCIATION, INC.

1. IDENTITY

These are the Bylaws of BELLA COSTA AT MEDITERRANEAN MANORS CONDOMINIUM ASSOCIATION, INC., hereinafter called the "Association", a corporation not for profit under the laws of the State of Florida. These Bylaws are adopted for the purpose of governing the Association and incorporate by reference the terms and conditions of the Articles of Incorporation of the Association and of the Declaration of Condominium referred to therein.

1.1 The Office of the Association shall be at BELLA COSTA AT MEDITERRANEAN MANORS, 2637 McCormick Drive, Clearwater, FL 33759.

1.2 The Fiscal Year of the Association shall be a calendar year, provided the fiscal year may be changed as determined by the Board of Directors.

1.3 The Seal of the Association shall bear the name of corporation, the word "Florida", and the words "Corporation Not For Profit".

2. MEMBERS' MEETINGS

2.1 The annual members' meeting shall be held at least once each year at the office of the Association unless otherwise designated by the Board of Directors, at a time and date determined by the Board. Such annual members' meetings shall, be for the purpose of transacting annual business of the Association authorized to be transacted by the members.

2.2 Special members' meetings shall be held whenever called by the President or by a majority of the Board of Directors, and must be called by such officer upon receipt of a written request from members entitled to cast ten percent (10%) of the votes of the entire membership. Provided, however, until Developer has relinquished control of the Association, no special members' meetings shall be called or convened for the purpose of removal of the Directors appointed by the Developer or to amend this Declaration or its exhibits to remove rights and reservations in the Developer.

2.3 Notice of all members' meetings with an agenda stating the time and place and the object for which the meeting is called shall be given by the President or Secretary. Such notice shall be in writing (unless waived by the Unit Owner in writing) to each member at his address as it is on the books of the Association and shall be given not less than fourteen (14) continuous days prior to the date of the meeting. An Officer of the Association shall provide an Affidavit, to be included in the official records of the Association, affirming that a Notice of the Association meeting was mailed or hand delivered, in accordance with this provision, to each unit owner at the addresses last furnished to the Association. Notice of a meeting may be waived in writing before or after the meeting. If it is an annual meeting, the Notice shall also be posted in a conspicuous place on the condominium property at least 14 continuous days in advance of the meeting and if not an annual meeting, 48 continuous hours in advance of the meeting, except in emergency. Notice of any meeting in which assessments against unit owners are to be considered for any reason shall specifically contain a statement that assessments will be considered and the nature of such assessments.



2.4 A quorum at members meeting shall consist of a majority of the voting interests entitled to cast votes of the entire membership. The acts approved by a majority of the votes present at a meeting of which a quorum is present shall constitute the acts of the members, except when approval by a greater number of members is required by the Declaration of Condominium, the Articles of Incorporation, these Bylaws, or the Condominium Act. Only voting members present, in person or by proxy may be counted in establishing a quorum at an association meeting.

2.5 Voting.

(a) In any meeting of members, the Owners of Units shall be entitled to cast one vote for each Unit owned.

(b) If a Unit is owned by one person, that person's right to vote shall be established by the record title to the Unit. If any Unit is owned by more than one person, or is under lease, the person entitled to cast one vote for the Unit shall be designated by a certificate signed by all of the record Owners of the Unit and filed with the Secretary of the Association. If a Unit is owned by a corporation, the person entitled to cast the vote for the Unit shall be designated by a certificate signed by the President or duly authorized officer and filed with the Secretary of the Association. Such certificates shall be valid until revoked or until superseded by a subsequent certificate or until a change in the ownership of the Unit concerned. If such certificate is not on file, the vote of such Owner shall not be considered in determining the requirement for a quorum nor for any other purpose.

2.6 Proxies. Votes may be cast in person or by proxy as defined and limited by F.S. 718.112 (2)(b). A proxy may be made by any person entitled to vote and shall be effective only for the specific meeting for which originally given and any lawfully adjourned meeting thereof and in no event shall any proxy be valid for a period longer than ninety (90) days after the date of the first meeting for which it was given. The proxy shall be revocable at any time at the pleasure of the Unit Owner executing it, and must be filed with the Secretary before the appointed time of the meeting or any adjournment of the meeting. Unit Owners may vote by limited proxies and limited and general proxies can establish a quorum.

2.7 Adjourned meetings. If any meeting of the members cannot be organized because a quorum has not attended, the members who are present, either in person or by proxy, may adjourn the meeting from time to time until a quorum is present.

2.8 The order of business at annual members' meetings, and as far as practical at other members' meetings, shall be:

- (a) Collection of ballots if an election is held
- (b) Calling of the roll and certifying of proxies.
- (c) Proof of notice of meeting or waiver of notice.
- (d) Reading and disposal of any unapproved minutes.
- (e) Reports of Committees.
- (f) Appointment of inspectors of election.
- (g) Election of directors.
- (h) Determination of less than adequate reserves or no reserves.
- (i) Unfinished business.
- (j) New business.
- (k) Adjournment.

3. DIRECTORS

The affairs of the Association shall be determined by a Board of Directors who until the turnover of the Association to unit owners other than the Developer need not be members of the Association. The first Board of

Directors shall consist of three (3) directors who need not be members of the Association. The Board of Directors may from time to time increase or decrease the number of persons to serve on the Board, provided, however, that the Board must always consist of an odd number of members, and provided, further, that there shall never be less than three (3) Directors on the Board. The Board shall remain at three (3) Directors until such time as the Developer transfers control of the Association to Unit Owners other than the Developer, at which time the Board shall consist of not less than three (3) persons, who must be members. Any increase or decrease in the number of members on the Board shall be effectuated at least thirty (30) days prior to a regular annual election of the Board, and such change in number shall be effective as of the date of the next regular election. The term of the first Board of Directors or their replacements, shall continue until the Developer voluntarily relinquishes control of the Association, or relinquishes control as required by Florida Statute §718.301(1)(a)-(e) as follows:

(1) When unit owners other than the developer own 15 percent or more of the units in a condominium that will be operated ultimately by an association, the unit owners other than the developer shall be entitled to elect no less than one-third of the members of the board of administration of the association. Unit owners other than the developer are entitled to elect not less than a majority of the members of the board of administration of an association:

(a) Three years after 50 percent of the units that will be operated ultimately by the association have been conveyed to purchasers;

(b) Three months after 90 percent of the units that will be operated ultimately by the association have been conveyed to purchasers;

(c) When all the units that will be operated ultimately by the association have been completed, some of them have been conveyed to purchasers, and none of the others are being offered for sale by the developer in the ordinary course of business;

(d) When some of the units have been conveyed to purchasers and none of the other are being constructed or offered for sale by the developer in the ordinary course of business; or

(e) Seven years after recordation of the declaration of condominium; or, in the case of an association which may ultimately operate more than one condominium, 7 years after recordation of the declaration for the first condominium it operates; or, in the case of an association operating a phase condominium created pursuant to s. 718.403, 7 years after recordation of the declaration creating the initial phase, whichever occurs first. The developer is entitled to elect at least one member of the board of administration of an association as long as the developer holds for sale in the ordinary course of business at least 5 percent, in condominiums with fewer than 500 units, and 2 percent, in condominiums with more than 500 units, of the units in a condominium operated by the association. Following the time the developer relinquishes control of the association, the developer may exercise the right to vote any developer-owned units in the same manner as any other unit owner except for purposes of reacquiring control of the association or selecting the majority member of the board of administration.

3.1 Election of Directors shall be conducted in the following manner:

(a) Election of Directors shall be held at the annual members' meeting, with the first election being at the first member meeting required to be called pursuant to Florida Statute 718.301 to elect a Board member, or members, to provide for the percentage of Unit Owners other than the Developer on the Board of Directors as required by Florida Statute 718.301. Said election of Unit Owners other than the Developer shall take place in accordance with the procedures as set forth in F.S. 718 and the Florida Administration Code, as amended. Election of Directors thereafter shall be at each year's annual meeting.

(b) Except as to vacancies created by removal of directors by members, vacancies in the Board of Directors occurring between annual meetings of members shall be filled by the remaining directors.

(c) Subsequent to delivery of control of the Board to the Unit Owners other than the Developer, pursuant to Florida Statute 718.301, any member of the board of administration may be recalled and removed from office with or without cause in accordance with the procedures set forth in Section 61B-23.0026(1) and (2) F.A.C. The manner of notice and the authority for recall shall be conducted in accordance with Section 61B-23.0027 F.A.C.

(d) Provided, however, that until the Developer has relinquished control of the Association, the first directors of the Association shall serve, and in the event of vacancies, the remaining directors shall fill the vacancies, and if there are no remaining directors, the vacancies shall be filled by the Developer, and directors serving during the Developer's control cannot be removed by a vote pursuant to Paragraph (c) above. This shall not be interpreted or be construed so as to preclude annual meetings of the membership.

3.2 The term of each director's service, subject to the provisions of 3.1(d) above, shall be as follows: The first Board elected subsequent to the transfer of control to the Unit Owners shall elect two (2) Board members for two years and the remaining Board members for one year. At the end of the initial term, they shall thereafter be elected for two year terms, thereby staggering the Board members. In the event of a five member Board of Directors or a larger Board of Directors, the majority number of Directors shall be elected every two (2) years.

3.3 The organization meeting of a newly-elected Board of Directors shall be held within ten (10) days of their election at such place and time as shall be fixed by the Directors at the meeting at which they were elected, and a notice of such meeting shall be posted conspicuously on the condominium property at least forty-eight (48) continuous hours preceding the meeting.

3.4 Regular meeting of the Board of Directors may be held at such time and place as shall be determined, from time to time, by a majority of the directors. Notice of regular meetings shall be given to each director, personally or by mail, telephone or telegraph, at least forty-eight (48) continuous hours prior to the day named for such meeting. Notice to members of Directors meetings shall be given by posting such notice in a conspicuous place forty-eight (48) continuous hours in advance of said meeting. Said meeting shall be open to all Unit Owners.

3.5 Special meetings of the Board of Directors may be called by the President and must be called by the Secretary at the written request of one-third of the Directors. Not less than forty-eight (48) hours' notice of the meeting shall be given personally, by mail or telegraph, which notice shall state the time, place and purpose of the meeting. Notice to members of Directors meetings shall be given by posting such notice in a conspicuous place forty-eight (48) continuous hours in advance of said meeting. Said meeting shall be open to all Unit Owners.

3.6 Waiver of Notice. Any director may waive notice of a meeting before or after the meeting and such waiver shall be deemed equivalent to the giving of notice.

3.7 A quorum at directors' meetings shall consist of a majority of the entire Board of Directors. The acts approved by a majority of those present at a meeting at which a quorum is present shall constitute the acts of the Board of Directors, except when approval by a greater number of directors is required by the Declaration of Condominium, the Articles of Incorporation or these Bylaws. Board Members attending by telephone conference where a speaker phone allows all conversation to be heard may be counted toward the quorum.

3.8 Adjourned meeting. 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.

3.9 Member Attendance at Board Meetings. A Board member may submit in writing his or her agreement or disagreement with any action taken at a meeting that the member did not attend. This agreement or disagreement cannot be used as a vote for or against the action taken and may not be used for the purpose of creating

a quorum for or against any action taken at the meeting and shall not be considered for purposes of determining a quorum.

3.10 The presiding officer of Directors' meetings shall be the Chairman of the Board if such an officer has been elected; and if none, the President shall preside. In the absence of the presiding officer, the directors present shall designate one of their number to preside.

- 3.11 The order of business at directors' meetings shall be:
- (a) Calling of roll
 - (b) Proof of due notice of meeting
 - (c) Reading and disposal of any unapproved minutes
 - (d) Reports of officers and committees
 - (e) Election of officers
 - (f) Unfinished business
 - (g) New business
 - (h) Adjournment

3.12 A Director shall not be entitled to, nor paid any fee for his services as a Director.

3.13 A Director shall be considered as present for a regular or special meeting if he is in simultaneous communication by telephone conference call or other media with all other Directors as well as other unit owners present at the meeting.

4. POWERS AND DUTIES OF THE BOARD OF DIRECTORS

All of the powers and duties of the Association existing under the Condominium Act, Declaration of Condominium, Articles of Incorporation and these Bylaws, shall be exercised exclusively by the Board of Directors, subject only to the approval by Unit Owners where such approval is specifically required. Without limiting the powers and duties of the Board of Directors, it shall have the following express powers, in addition to all others herein granted, and provided for by the Declaration of Condominium and the Condominium Act, to wit:

- (a) To enter into a long-term management contract, providing for the management of the condominium property and of the recreation area, if any.
- (b) To enter into contracts for the purpose of making available to the Owners and residents of the Units such services, as but not limited to, doorman and automobile parking; maid service, security and security alarm system, contracts for maintenance, repair, replacement of common elements and the like, provided, however, that the term of period of such contracts shall not exceed three (3) years, and provided, further, that said contracts may provide for additional extensions of the original term in the absence of written notice of termination by either party.
- (c) To charge, assess and collect fees, charges, assessments, including reserves for the Condominium, not less frequently than quarterly, and to enforce the collection according to the Declaration of Condominium and the exhibits and as allowed by law. To lease, maintain, repair and replace the common elements.
- (d) To purchase or lease real and personal property in the Association's name.
- (e) The Directors shall keep minutes of all meetings of the Unit Owners and the Board of Directors and said minutes shall be kept in a book available for inspection by Unit Owners, or their authorized representatives, and Board members at any reasonable time. Said minutes shall be retained for a period of time not less than seven years.

(f) To create and promulgate reasonable rules and regulations for the operation of the Condominium.

(g) To gain access to each unit during reasonable hours, when necessary for the maintenance, repair or replacement of any common elements or for making emergency repairs necessary to prevent damage to the common elements or to another unit or units.

(h) To adopt a budget for the Association. Except notice of the meeting for adoption of the budget and a copy of the budget shall be mailed to all members thirty (30) days prior to the Board meeting.

5. OFFICERS

5.1 The officers of the Association shall be a President, who shall be a Director, Secretary and a Treasurer, all of whom shall be elected annually by the Board of Directors, and such other officers as the Board of Directors may, from time to time, designate.

Any officer may be removed peremptorily, without cause, by a vote of two-thirds of the directors present at any duly constituted meeting.

5.2 The President shall be the chief executive officer of the Association. He shall have all of the powers and duties usually vested in the office of president of an association, including, but not limited to, the power to appoint committees from among the members from time to time, as he, in his discretion, may determine appropriate to assist in the conduct of the affairs of the Association.

5.3 The Secretary shall keep the minutes of all proceedings of the directors and the members meetings; shall tend to the giving and serving of all notices to the members and directors and other notices required by law; shall have custody of the seal and affix it to instruments requiring a seal when duly signed; shall keep the records of the Association, and shall perform all duties incident to the office and as may be required by the directors or the President.

5.4 The Treasurer shall have custody of all property of the Association, including funds, securities and evidences of indebtedness; shall keep the books of the Association in accordance with good accounting practices; and shall perform all other duties incident to the office.

5.5 No compensation shall be paid to any officer of the Association. No officer who is a designee of the Developer shall receive any compensation for his services as an officer.

6. FISCAL MANAGEMENT

The provisions for fiscal management of the Association set forth in the Declaration of Condominium, Articles of Incorporation of the Association, and the Condominium Acts shall be supplemented by the following provisions.

6.1 Accounts. The receipts and expenditures of the Association shall be credited and charged to accounts under the following classifications as shall be appropriate, all of which expenditures shall be common expenses:

(a) Current expenses, which shall include all receipts and expenditures within the year for which the budget is made, including, if applicable, but not limited to those expenses listed in F.S. 718.504(21), including a reasonable allowance for contingencies and working funds, except expenditures chargeable to reserves, to additional improvements or to operations. The balance in this fund at the end of each year shall be applied to

reduce the assessments for operating expenses for the succeeding year, or may be distributed to the membership, as the Directors shall determine.

(b) Reserve accounts for capital expenditures and deferred maintenance. Each of these accounts shall include, but not be limited to roof replacement, building painting, and pavement resurfacing. The establishment and funding of these reserve accounts shall be subject to the conditions and exceptions set forth in F.S. 718.112(2)(f).

(c) Operations, which shall include gross revenues from the use of Common Elements and from other sources. Only the additional direct expense required by any revenue producing operation will be charged to this account, and any surplus from any operation shall be used to reduce the assessments for current expense for the year during which the surplus is realized.

6.2 Budget. The Board of Directors shall adopt a Budget for each fiscal year that shall include the estimated funds required to defray the common expense and to provide and maintain funds for reserves. The form of the annual budget shall be in conformance with Chapter 718.111, 718.112 and 718.504(21) of the Florida Statutes. A copy of the Budget shall be delivered by mail at the address of the Unit Owner existing on the books of the Association not less than fourteen (14) days prior to the meeting at which it is to be considered, together with a notice of that meeting. If the board adopts in any fiscal year an annual budget which requires assessments against unit owners which exceed 115 percent of assessments for the preceding fiscal year, the board shall conduct a special meeting of the unit owners to consider a substitute budget if the board receives within 21 days after adoption of the annual budget, a written request for a special meeting from at least 10 percent of all voting interests. The special meeting shall be conducted within 60 days after adoption of the annual budget. At least 14 days prior to such special meeting the board shall hand deliver to each unit owner, or mail to each unit owner at the address last furnished to the association, a notice of the meeting. At the special meeting, the Unit Owners shall consider and enact a substitute budget. The adoption of the substitute budget shall require a vote of not less than a majority of the vote of all Unit Owners. In determining whether assessments exceed 115% of similar assessments in prior years, any authorized provisions for reasonable reserves for repair or replacement of the Condominium property, anticipated expenses by the Condominium Association which are not anticipated to be incurred on a regular annual basis, or assessments for betterments to the Condominium property shall be excluded from the computation. However, as long as the Developer is in control of the Board of Administration, the Board shall not impose an assessment for any year greater than 115% of the prior fiscal or calendar year's assessment without approval of the majority of all of the voting interests.

6.3 Assessments. Assessments against the Unit Owners for their share of the items of the budget shall be made for the fiscal year annually, in advance, 30 days preceding the fiscal year for which the assessments are made. Such assessments shall be due and payable as determined by the Board of Directors, but not less frequently than quarterly. If an annual assessment is not made as required, an assessment shall be presumed to have been made in the amount of the last prior assessment, and payments on such assessment shall be due and payable in the same manner as the prior assessment. In the event the annual assessment proves to be insufficient, the budget and assessments may be amended at any time by the Board of Directors. Unpaid assessments for the remaining portion of the fiscal year for which an amended assessment is made shall be payable as determined by the Board of Directors. Provided, nothing herein shall serve to prohibit or prevent the Board of Directors from imposing a lump sum assessment in case of any immediate need or emergency.

6.4 Acceleration of Assessment installments upon default. If a Unit Owner shall be in default in the payment of an assessment, the Board of Directors may accelerate the remaining annual balance of the assessment upon notice to the Unit Owner, and the then unpaid annual balance of the assessment shall be due and payable upon the date the lien was filed. Such accelerated assessments shall include the amounts due for the remainder of the budget year in which the claim of lien was filed.

6.5 The depository of the Association shall be such bank or savings and loan association as shall be designated from time to time by the directors and in which the monies of the Association shall be deposited. Withdrawal of monies from such accounts shall be only by such persons as are authorized by the directors, provided that a Management Agreement may include in its provisions authority in a designated agent to sign checks on behalf of the Association for payment of the obligations of the Association.

6.6 Fidelity bonds or adequate insurance shall be acquired by the Association of all persons who control or disburse funds of the Association and which shall cover the maximum funds that will be in the custody of the Association or its management agent at any one time.

6.7 Financial Reporting. Within 90 days after the end of the fiscal year, or annually on a date provided in the Bylaws, the Association shall prepare and complete, or cause to be prepared and completed by a third party, a financial report for the preceding fiscal year. Within 21 days after the financial report is completed or received by the Association from the third party, the association shall mail to each unit owner at the address last furnished to the association by the unit owner, or hand deliver to each unit owner, a copy of the financial report or a notice that a copy of the financial report will be mailed or hand delivered to the unit owner, without charge, upon receipt of a written request from the unit owner. The division shall adopt rules setting forth uniform accounting principles and standards to be used by all associations and shall adopt rules addressing financial reporting requirements for the multi-condominium associations. In adopting such rules, the division shall consider the number of members and annual revenues of an association. Financial reports shall be prepared as follows:

(a) An association that meets the criteria of this paragraph shall prepare or cause to be prepared a complete set of financial statements in accordance with generally accepted accounting principles. The financial statements shall be based upon the association's total annual revenues, as follows:

1. An association with total annual revenues of \$100,000 or more, but less than \$200,000, shall prepare compiled financial statements.
2. An association with total annual revenues of at least \$200,00, but less than \$400,000, shall prepare reviewed financial statements.
3. An association with total annual revenues of \$400,000 or more shall prepare audited financial statements.

(b) 1. An association with total annual revenues of less than \$100,000 shall prepare a report of cash receipts and expenditures.

2. An association which operates less than 50 units, regardless of the association's annual revenues, shall prepare a report of cash receipts and expenditures in lieu of financial statements required by paragraph(a).

3. A report of cash receipts and disbursements must disclose the amount of receipts by accounts and receipt classifications and the amount of the expenses by accounts and expense classifications, including but not limited to, the following, as applicable: costs for security, professional and management fees and expenses, taxes, costs for recreation facilities, expenses for refuse collection and utility services, expenses for lawn care, costs for building maintenance and repair, insurance costs, administration and salary expenses, and reserves accumulated and expended for capital expenditures, deferred maintenance, and any other category for which the association maintains reserves.

(c) An association may prepare or cause to be prepared, without a meeting of or approval by the unit owners:

1. Compiled, reviewed, or audited financial statements, if the association is required to prepare a report of cash receipts and expenditures;
 2. Reviewed or audited financial statements, if the association is required to prepare compiled financial statements; or
 3. Audited financial statements if the association is required to prepare reviewed financial statements.
- (d) If approved by a majority of the voting interests present at a properly called meeting of the association, an association may prepare or cause to be prepared.
1. A report of cash receipts and expenditures in lieu of a compiled, reviewed, or audited financial statement;
 2. A report of cash receipts and expenditures or a compiled financial statement in lieu of a reviewed or audited financial statement; or
 3. A report of cash receipts and expenditures, a compiled financial statement, or a reviewed financial statement in lieu of an audited financial statement.

Such meeting and approval must occur prior to the end of the fiscal year and is effective only for the fiscal year in which the vote is taken. With respect to an association to which the developer has not turned over control of the association, all unit owners, including the developer, may vote on issues related to the preparation of financial reports for the first 2 fiscal years of the association's operation, beginning with the fiscal year in which the declaration is recorded. Thereafter, all unit owners except the developer may vote on such issues until control is turned over to the association by the developer.

COMMINGLING. All funds collected by an association shall be maintained separately in the association's name. For investment purposes only, reserve funds may be commingled with operating funds of the association. Commingled operating and reserve funds shall be accounted for separately and commingled account shall not, at any time, be less than the amount identified as reserve funds. This subsection does not prohibit a multicondominium association from commingling the operating funds of separate condominiums or the reserve funds of separate condominiums. Furthermore, for investment purposes only, a multicondominium association may commingle the operating funds of separate condominiums with the reserve funds of separate condominiums. A manager or business entity required to be licensed or registered under s.468.432, or an agent, employee, officer, or director of an association, shall not commingle any association funds with his or her funds or with the funds of any other condominium association or the funds of a community association as defined in s.468.431.

7. PARLIAMENTARY RULES

Roberts' Rules of Order (latest edition) shall govern the conduct of the Association meetings when not in conflict with the Declaration of Condominium, Articles of Incorporation, or these Bylaws.

8. AMENDMENTS

A resolution for the adoption of a proposed amendment of these Bylaws may be proposed by either the Board of Directors of the Association or by the members of the Association. Members may propose such an amendment by instrument in writing directed to the President or Secretary of the Board signed by not less than twenty percent (20%) of the membership. Amendments may be proposed by the Board of Directors by action of a majority of the Board at any regularly constituted meeting thereof. Upon an amendment being proposed as herein provided for, the President or, in the event of his refusal or failure to act, the Board of Directors, shall call a meeting

of the membership to be held within sixty (60) days for the purpose of considering said amendment. 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, such approvals must be either by:

- (a) Not less than sixty-six and two-thirds percent (66 2/3%) of the votes of the entire membership of the Association.

8.1 Proviso. Provided, however, that no amendment shall discriminate against any condominium Unit Owner nor against any Condominium Unit or class or group of Units unless the Condominium Unit Owners so affected shall consent. No amendment shall be made that is in conflict with the Articles of Incorporation or the Declaration of Condominium. Each amendment shall, on the first page, identify the book and page of the Public Records where the declaration of each condominium operated by the Association is recorded.

8.2 Execution and Recording. A copy of each amendment shall be attached to a certificate certifying that the amendment was duly adopted as an amendment of the Declaration and Bylaws, which certificate shall be executed by The President or duly qualified officer of the Association with the formalities of a deed. The amendment shall be effective when such certificate shall be annexed to and recorded with an amendment to the Declaration of Condominium where the Condominium is located.

8.3 No Bylaws shall be revised or amended by reference to its title or number only. Proposals to amend existing Bylaws shall contain the full text of the Bylaws to be amended; new words shall be inserted in the text underlined, and words to be deleted shall be lined through with hyphens. Non-material errors or omissions in the Bylaw process shall not invalidate and otherwise properly promulgate an amendment. Extensive changes to the By-Laws may be changed in accordance with Florida Statute 718.112(2)(k)2.

9. STATUTORY INCLUSIONS

9.1 If the transfer, lease, sale, or sublease of a Unit by its owner is subject to notice to the Condominium Association or any body thereof, a preset fee not to exceed the amount permitted by Florida Statute 718 may be charged by the Association in connection with any such transfer, sale, lease, or sublease to cover the Association's expenditures and services.

9.2 Notice of any meeting where assessments against Unit Owners are to be considered for any reason shall specifically contain a statement that assessments will be considered and the nature of any such assessments.

9.3 Mandatory non-binding arbitration. In the event of internal disputes arising from the operation of the condominium among Unit Owners, Associations, and their agents and assigns, the parties shall elect to resolve such disputes by submitting to mandatory non-binding arbitration in accordance with Florida Statutes 718.1255. If the parties agree to so submit, they shall make such election in writing filed with the Secretary of the Association.

9.4 Requirements of Chapter 718.112(2). To the extent that these bylaws do not include the provisions of Chapter 718.112(2), these bylaws shall be deemed to include such provisions, as amended.

10. FINES - LEVY AND FORECLOSURE

10.1 The Board of Directors of the Association shall have the power and authority to levy and assess fines in accordance with the Declaration of Condominium, Articles of Incorporation, Bylaws and Rules and Regulation periodically created from time to time by the Board of Directors and/or the Association for the operation and management of the Condominium property.

10.2 In the event a fine is to be levied, the following procedure shall be followed:

(a) The party against whom the fine is sought to be levied shall be afforded an opportunity for hearing before a committee of other Unit Owners after reasonable notice of not less than 14 days, and said notice shall include:

(1) A statement of the date, time and place of the hearing;

(2) A statement of the provisions of the Declaration, Association Bylaws, or Association rules which have allegedly been violated; and

(3) A short and plain statement of the matters asserted by the Association.

(b) The party against whom the fine may be levied shall have an opportunity to respond, to present evidence, and to provide written and oral argument on all issues involved and shall have an opportunity at the hearing to review, challenge and respond to any material considered by the Association.

(c) The hearing shall be conducted before a committee of other Unit Owners.

(d) Subsequent to the hearing and any continuance thereof, but, nevertheless not later than 10 days following the adjournment of the hearing, in the event the Committee agrees with the fine, the Board of Directors shall make a final decision as to the levying and assessment of the fine. In the event the Committee does not agree with the fine the fine shall not be levied or assessed by the Board. Such decision shall be delivered to the party against whom the fine is sought to be levied by notice in writing at the last known address of the party.

The foregoing were adopted as the Bylaws of The Association at the first meeting of the Board of Directors on the ____ day of _____, 2005.

Approved:

President

Secretary

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Prepared by and Return to:
Roger A. Larson, Esquire
Johnson, Pope, Bokor,
Ruppel & Burns, LLP
911 Chestnut Street
Clearwater, Florida 33756

DECLARATION OF MUTUAL EASEMENT FOR INGRESS AND EGRESS

This Declaration of Mutual Easement for Ingress and Egress ("Easement") made by MAZ ENTERPRISES, INC., a Florida corporation, whose address is 302 Beach Trail, Indian Rocks Beach, Florida 33785 ("MAZ") and MEDITERRANEAN MANORS ASSOCIATION, INC. a non-profit corporation, whose address is 2700 Bayshore Boulevard Dunedin, Florida 34698 ("Association").

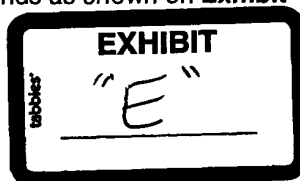
RECITALS:

A. MAZ is the owner of certain real property set forth and described on **Exhibit "A"** attached hereto ("MAZ Lands").

B. Association is the entity that is responsible for the operation of the common elements owned in undivided shares by unit owners and in accordance with Chapter 718 Florida Statutes represents all of the unit owners of the following condominiums: Mediterranean Manors Condominium Unit One, a condominium, Mediterranean Manors Condominium Unit Two, a condominium, Mediterranean Manors Condominium Unit Three, a condominium, Mediterranean Manors Condominium Unit Four, a condominium, Mediterranean Manors Condominium Unit Five, a condominium, Mediterranean Manors Condominium Unit Six, a condominium, Mediterranean Manors Condominium Unit Seven, a condominium, Mediterranean Manors Condominium Unit Eight, a condominium, Mediterranean Manors Condominium Unit Nine, a condominium, Mediterranean Manors Condominium Unit Eleven, a condominium, and Mediterranean Manors Condominium Unit Twelve, a condominium, all as recorded among the public records of Pinellas County, Florida ("Mediterranean Manors Condominiums"), and has authority to enter into this Agreement on behalf of all of the unit owners of the respective condominiums. Specifically Association is the governing entity and has been duly given the power and authority to enter into this Easement on behalf of the Unit Owners of Mediterranean Manors Condominium Unit Nine (Phase 9), a condominium of which the property described on **Exhibit "B"** attached hereto ("Association Lands") is a common element.

C. The MAZ Lands and the Association Lands abut one another and taken together, as described in **Exhibit "C"** and **Exhibit "D"** attached hereto (Easement Lands") comprise a roadway to be used in common and non-exclusively by Mediterranean Manors Condominiums and MAZ, their successors and assigns in ownership of the MAZ Lands.

D. It is the intention by virtue of this Easement that each of MAZ and Association give, declare, grant and convey each to the other a mutual non-exclusive right of easement in perpetuity as an appurtenance to the MAZ Lands and the Association Lands for ingress and egress over and across the Easement Lands, for the purpose of ingress and egress for pedestrian and vehicular traffic to and from the MAZ Lands and the Association Lands for the unit owners, their guests, invitees and services to and from their respective lands to the public ways, and to grant to the Association, for the unit owners, their guest invitees and services, the right of ingress, egress and pedestrian traffic over and across the southern most roadway of the MAZ Lands as shown on **Exhibit "D"** of the Easement Lands.



NOW THEREFORE, for and in consideration of the mutual covenants and promises as hereinafter expressed and other good and valuable considerations, the receipt and sufficiency of which is hereby acknowledged, the parties covenant and agree as follows:

1. Recitals. The recitals set forth above are true, accurate and correct and are incorporated herein by reference.

2. Grant of Easement. MAZ and Association do hereby, by these presence, give, declare, grant and convey each to the other a mutual non-exclusive right of easement in perpetuity as an appurtenance to the MAZ Lands and the Association Lands for ingress and egress over and across the Easement Lands, for the purpose of ingress and egress for pedestrian and vehicular traffic to and from the MAZ Lands and the Association Lands for the unit owners, their guests, invitees and services to and from their respective lands to the public ways, and such grant shall not however permit the use of the Easement Lands for parking by MAZ. MAZ, does hereby give and grant to the Association for the benefit of its unit owners a perpetual non-exclusive easement in common with MAZ and the owners of the MAZ Lands over and across the southern most roadway in the MAZ Lands for ingress, egress and pedestrian traffic.

3. Maintenance, Repair and Replacement. It is understood and agreed between MAZ and the Association that the Easement Lands are and shall be considered lands that are to be maintained, repaired and replaced by the Association and the cost of such maintenance, repair and replacement shall be a burden of Mediterranean Manors Condominiums and the MAZ Lands whereby each unit owner of the Association and the MAZ Lands shall pay an assessment equal to the fraction created where the numerator is one and the denominator is the total number of units in the Mediterranean Manor Project which are members of the Association, including the MAZ unit owners. The Association shall have no obligation for the maintenance, repair or replacement of the southern most road way in the MAZ Lands, and such costs shall be the sole responsibility of the owners of the MAZ Lands.

4. Binding Agreement. This Easement is binding on the parties hereto, their successors and assigns and constitutes the full and complete understanding existing between the parties and the same shall not be altered, amended or otherwise changed except by the express written agreement of the parties.

5. Choice of Law. This Agreement shall be construed in accordance with the laws of the State of Florida.

6. Attorneys Fees and Costs. Should any dispute arise between the parties then in such event the prevailing parties shall be entitled to costs plus a reasonable attorney's fee.

IN WITNESS WHEREOF, the undersigned have hereunto set their hands and seals on this _____ day of _____, 2004.

Witnesses:

MAZ ENTERPRISES, INC., a Florida corporation

Rain M. Sullivan
Print Name: Raina N. Sullivan

By: Mike Zehnder
Print Name: Mike Zehnder
Title: President

Juanita Criado
Print Name: JUANITA CRIADO

"MAZ"

MEDITERRANEAN MANORS ASSOCIATION, INC.
A Florida non-profit corporation

Adelle Brooks
Print Name: Adelle Brooks

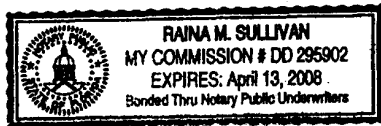
By: Thomas P. Barros
Thomas P. Barros President

Joseph R. C. [unclear]
Print Name: JOSEPH R. C. [unclear]

"Association"

STATE OF FLORIDA
COUNTY OF PINELLAS

The foregoing instrument was acknowledged before me this 25th day of October, 2004, by Mike Zehnder, as President of MAZ Enterprises, Inc., a Florida corporation, on behalf of the corporation. He/she [] is personally known to me or [] ~~has produced the following as identification:~~



Rain M. Sul
Notary Public
Print Name: Raina M. Sullivan

My commission expires:

STATE OF FLORIDA
COUNTY OF PINELLAS

The foregoing instrument was acknowledged before me this 8th day of November, 2004, by Thomas P. Barros President of Mediterranean Manors Association, Inc., a Florida non-profit corporation, on behalf of the corporation. He/she [] is personally known to me or [] has produced the following as identification:

Amanda M. Sagui
Notary Public
Print Name: Amanda M. Sagui

My commission expires:

*Exhibit "A"***PARCEL 1:**

A part of Sections 14 and 15, Township 28 South, Range 15 East, Dunedin, Pinellas County, Florida being more particularly described as follows:

Commence at the NE corner of the NW 1/4 of Section 14, Township 28 South, Range 15 East and go North 88° 46'06" West, 2675.66 feet, along the North boundary of Section 14, to the NW corner of said Section 14; thence South 00°01'32" East, 1216.06 feet, along the West boundary of Section 14, thence North 88°52'22" West, 133.52 feet; thence North 00°01'32" West, 175.09 feet, to the POINT OF BEGINNING; thence North 60°07'55" West, 238.09 feet; thence along a curve to the right that has a radius of 340.00 feet, an arc length of 267.04 feet, a chord length of 260.22 feet, a chord bearing of North 37°37'55" West; thence continue along a curve to the right that has a radius of 340.00 feet, an arc length of 267.04 feet, a chord length of 260.22 feet, a chord bearing of North 07°22'05" East; thence continue along a curve to the right that has a radius of 340.00 feet, an arc length of 267.04 feet, a chord length of 260.22 feet, a chord bearing of North 52°22'05" East; thence continue along a curve to the right that has a radius of 340.00 feet, an arc length of 267.04 feet, a chord length of 260.22 feet, a chord bearing of South 82°37'55" East, thence South 60°07'55" East, 152.71 feet; thence South 10°41'56" West, 252.20 feet; thence South 47°56'49" West, 228.20 feet; thence South 38°39'12" West, 77.50 feet; thence South 00°01'32" East, 171.00 feet, to the POINT OF BEGINNING, LESS AND EXCEPT:

A part of Sections 14 and 15, Township 28 South, Range 15 East being more particularly described as follows:

Commence at the NE corner of the NW 1/4 of Section 14, Township 28 South, Range 15 East and go North 88° 46'06" West, 2675.66 feet, along the North boundary of Section 14; to the NW corner of Section 14; thence South 00°01'32" East, 1216.06 feet, along the West boundary of Section 14; thence North 88°52'22" West, 133.52 feet; thence North 00°01'32" West, 175.09 feet, to the POINT OF BEGINNING; thence North 60°07'55" West, 238.09 feet; thence along a curve to the right that has a radius of 340.00 feet, an arc length of 267.04 feet, a chord length of 260.22 feet, a chord bearing of North 37°37'55" West; thence continue along a curve to the right that has a radius of 340.00 feet, an arc length of 267.04 feet, a chord length of 260.22 feet, a chord bearing of North 07° 22'05" East; thence continue along a curve to the right that has a radius of 340.00 feet, an arc length of 18.01 feet, a chord length of 18.01 feet, a chord bearing of North 31°23'08 East; thence South 60°07'55" East, 547.70 feet; thence South 47°56'09" West, 140.07 feet; thence South 38°39'12" West, 77.50 feet; thence South 00°01'32" East, 171.00 feet, to the POINT OF BEGINNING.

PARCEL 2:

TOGETHER WITH, a non-exclusive appurtenant easement as created by Easement Agreement recorded 1/18/74 in O.R. Book 4126 page 1652, Public Records of Pinellas County, Florida, over and across the property hereinafter described to serve as paved roadway access for ingress and egress to Alternate U.S. Highway 19-A, said Easement property being described as:

A 20 foot ingress and egress easement, lying 10 feet on each side of the following described centerline:

Commence at the NE corner of the NW 1/4 of Section 14, Township 28 South, Range 15 East, Pinellas County, Florida, and go North 88°46'06" West, 2675.66 feet, along the North boundary of said Section 14, to the NW corner of Section 14, thence South 00°01'32" East, 1216.06 feet, along the West boundary of Section 14; thence South 88°52'22" East, 400.49 feet; thence North 23°32'01" East, 162.90 feet, to the POINT OF BEGINNING; thence North 53°55'08" West, 32.65 feet; thence in a Southwesterly direction, along a curve to the right that has a radius of 281.27 feet, an arc length of 119.68 feet, a chord length of 118.78 feet, a chord bearing of South 48° 58'19" West; thence along a curve to the right that has a radius of 350.00 feet, an arc length of 184.23 feet, a chord length of 182.11 feet, a chord bearing of South 76°14'26" West; thence along a curve to the right that has a radius of 267.75 feet, an arc length of 133.41 feet, a chord length of 132.03 feet, a chord bearing of North 74° 24'22" West; thence North 60°07'55" West, 444.31 feet; thence along a curve to the right that has a radius of 340.00 feet, an arc length of 267.04 feet, a chord length of 260.22 feet, a chord bearing of North 37°37'55" West;

thence along a curve to the right that has a radius of 340.00 feet, an arc length of 267.04 feet, a chord length of 260.22 feet, a chord bearing of North 07°22'05" East; thence along a curve to the right that has a radius of 340.00 feet, an arc length of 267.04 feet, a chord length of 260.22 feet, a chord bearing of North 52°22'05" East; thence along a curve to the right that has a radius of 340.00 feet, an arc length of 267.04 feet, a chord length of 260.22 feet, a chord bearing of South 82°37'55" East; thence South 60°07'55" East, 405.00 feet; thence along a curve to the right that has a radius of 340.00 feet, an arc length of 534.07 feet, a chord length of 480.83 feet, a chord bearing of South 15°07'55" East; thence South 29°52'05" West, 35.70 feet; thence along a curve to the right that has a radius of 281.27 feet, an arc length of 33.94 feet, a chord length of 33.92 feet, a chord bearing of South 33°19'31" West; thence South 53°55'08" East, 32.85 feet, to the POINT OF BEGINNING, LESS that part occupied by Alternate U.S. Highway 19-A.

PARCEL 3:

AND TOGETHER WITH a non-exclusive right of use of the recreational facilities as created by Easement Agreement recorded 1/18/74 in O.R. Book 4126 page 1652, Public Records of Pinellas County, Florida, located on the hereinafter described property located in Pinellas County, Florida and described as:

A part of the NE 1/4 of Section 15, Township 28 South, Range 15 East, and a part of the NW 1/4 of Section 14, Township 28 South, Range 15 East, Pinellas County, Florida, being more particularly described as follows:

Commence at the NE corner of the NW 1/4 of Section 14, Township 28 South, Range 15 East, Pinellas County, Florida, and go North 88°46'06" West, 2675.66 feet to the NE corner of Section 15, Township 28 South, Range 15 East, thence South 00°01'32" East, 1216.05 feet along the East boundary of said Section 15; thence North 88°52'22" West, 43.51 feet; thence North 00°01'32" West, 125.16 feet to the POINT OF BEGINNING; thence North 60°07'55" West, 103.81 feet; thence North 00°01'32" West, 171.00 feet; thence North 38°39'12" East, 77.50 feet; thence South 51°20'48" East, 110.63 feet; thence South 75°07'5" West, 46.35 feet; thence South 00°01'32" East, 202.22 feet to the POINT OF BEGINNING.

EXHIBIT "B"

The Condominium declared lands as described in Mediterranean Manors
Condominium Unit Nine, a condominium, as recorded in Condo Book 20, Pages 31
through 33 of the Public Records of Pinellas County, Florida.

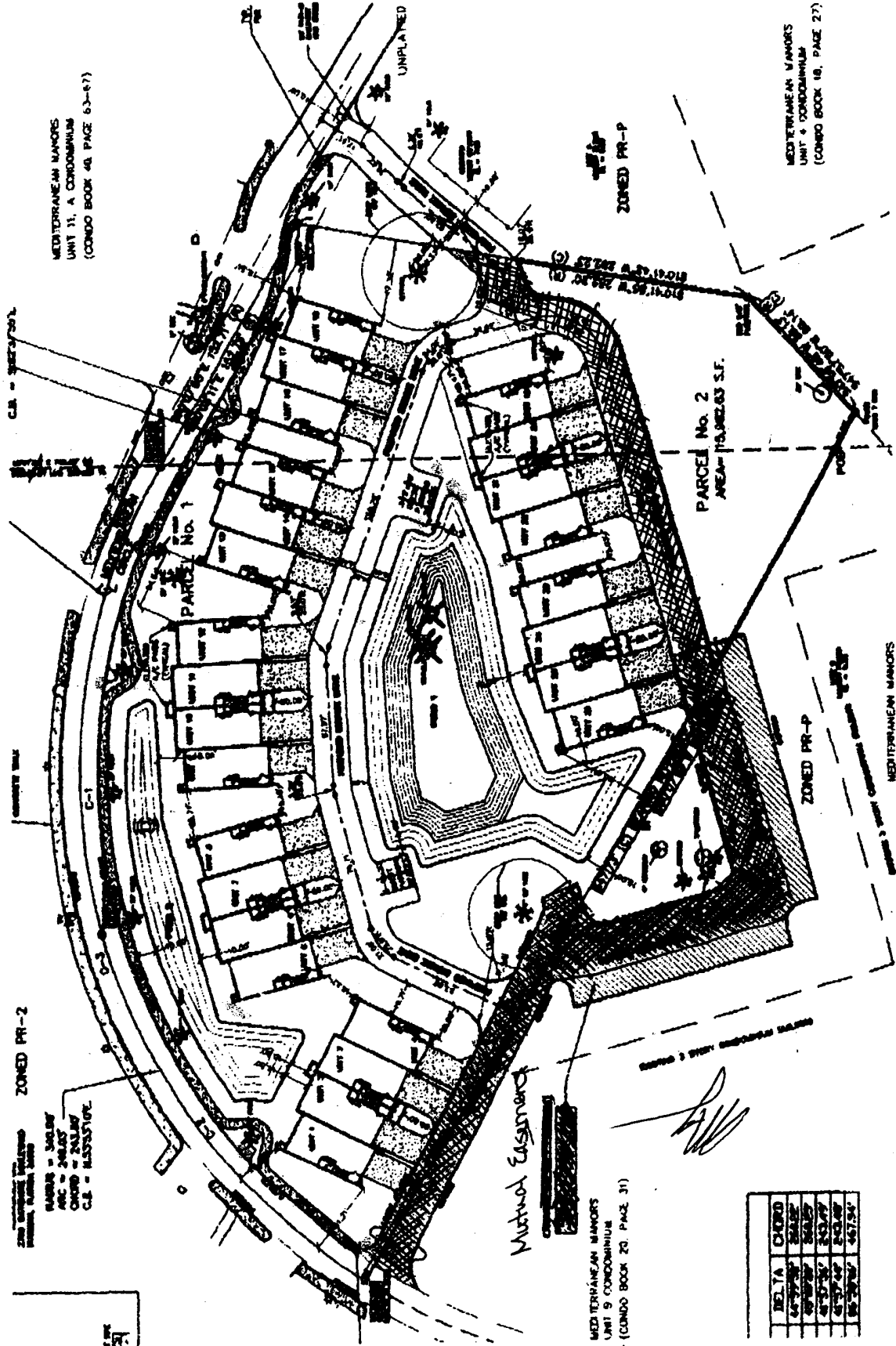


Exhibit "C" + "D"

52.50
1.70
53.20

KEN BURKE, CLERK OF COURT
PINELLAS COUNTY FLORIDA
INST# 2005034216 01/28/2005 at 02:37 PM
OFF REC BK: 14088 PG: 1978-1983
DocType:EAS RECORDING: \$52.60

Prepared by and Return to:
Roger A. Larson, Esquire
Johnson, Pope, Bokor,
Ruppel & Burns, LLP
911 Chestnut Street
Clearwater, Florida 33756

GRANT OF NON-EXCLUSIVE EASEMENT FOR INGRESS AND EGRESS

This Grant of Non-Exclusive Easement for Ingress and Egress ("Easement") made by MAZ ENTERPRISES, INC., a Florida corporation, whose address is 302 Beach Trail, Indian Rocks Beach, Florida 33785 ("MAZ") and MEDITERRANEAN MANORS ASSOCIATION, INC. a non-profit corporation, whose address is 2700 Bayshore Boulevard, Dunedin, Florida 34698 ("Association").

RECITALS:

A. MAZ is the owner of certain real property set forth and described on **Exhibit "A"** attached hereto ("MAZ Lands").

B. Association is the entity that is responsible for the operation of the common elements owned in undivided shares by unit owners and in accordance with Chapter 718 Florida Statutes represents all of the unit owners of the following condominiums: Mediterranean Manors Condominium Unit One, a condominium, Mediterranean Manors Condominium Unit Two, a condominium, Mediterranean Manors Condominium Unit Three, a condominium, Mediterranean Manors Condominium Unit Four, a condominium, Mediterranean Manors Condominium Unit Five, a condominium, Mediterranean Manors Condominium Unit Six, a condominium, Mediterranean Manors Condominium Unit Seven, a condominium, Mediterranean Manors Condominium Unit Eight, a condominium, Mediterranean Manors Condominium Unit Nine, a condominium, Mediterranean Manors Condominium Unit Eleven, a condominium, and Mediterranean Manors Condominium Unit Twelve, a condominium, all as recorded among the public records of Pinellas County, Florida ("Mediterranean Manors Condominiums"), and has authority to enter into this Agreement on behalf of all of the unit owners of the respective condominiums. Specifically Association is the governing entity and has been duly given the power and authority to enter into this Easement on behalf of the Unit Owners of Mediterranean Manors Condominium Unit Seven, a condominium of which the property described on **Exhibit "B"** attached hereto ("Easement Lands") is a common element.

C. MAZ intends to construct a driveway and install directional signage on the Easement Lands which driveway shall be used in common and non-exclusively by Mediterranean Manors Condominiums and MAZ, their successors and assigns in ownership of the MAZ Lands.

D. It is the intention by virtue of this Easement that the Association give, declare, grant and convey to MAZ as an appurtenance to the MAZ Lands a non-exclusive right of easement in perpetuity, and in common with the Mediterranean Manor Condominiums, as an appurtenance to the MAZ Lands for ingress and egress over and across the Easement Lands, for the purpose of ingress and egress for pedestrian and vehicular traffic to and from the MAZ Lands for the unit owners, their guests, invitees and services to the public ways. Provided, however, the roadway surface for vehicular traffic shall not be located less than ten (10) feet from the easterly boundary of said Easement Lands, unless required by the City of Dunedin.



NOW THEREFORE, for and in consideration of the mutual covenants and promises as hereinafter expressed and other good and valuable considerations, the receipt and sufficiency of which is hereby acknowledged, the parties covenant and agree as follows:

1. Recitals. The recitals set forth above are true, accurate and correct and are incorporated herein by reference.

2. Grant of Easement. Association does hereby by these presence give, declare, grant and convey to MAZ as an appurtenance to the MAZ Lands a non-exclusive right of easement in perpetuity, and in common with the Mediterranean Manor Condominiums, as an appurtenance to the MAZ Lands for ingress and egress over and across the Easement Lands, for the purpose of ingress and egress for pedestrian and vehicular traffic to and from the MAZ Lands for the unit owners, their guests, invitees and services to the public ways. Provided, however, the roadway surface for vehicular traffic shall not be located less than ten (10) feet from the easterly boundary of said Easement Lands, unless required by the City of Dunedin.

3. Maintenance, Repair and Replacement. It is understood and agreed between MAZ and the Association that the Easement Lands are and shall be considered lands that are to be maintained, repaired and replaced by the Association and the cost of such maintenance, repair and replacement shall be a burden of Mediterranean Manors Condominiums and the MAZ Lands whereby each unit owner shall pay an assessment equal to the fraction created where the numerator is one and the denominator is the total number of units in the Mediterranean Manor Project which are members of the Association.

4. Binding Agreement. This Easement is binding on the parties hereto, their successors and assigns and constitutes the full and complete understanding existing between the parties and the same shall not be altered, amended or otherwise changed except by the express written agreement of the parties.

5. Choice of Law. This Agreement shall be construed in accordance with the laws of the State of Florida.

6. Attorneys Fees and Costs. Should any dispute arise between the parties then in such event the prevailing parties shall be entitled to costs plus a reasonable attorney's fee.

10th IN WITNESS WHEREOF, the undersigned have hereunto set their hands and seals on this day of June, 2004.

Witnesses:

MAZ ENTERPRISES, INC., a Florida corporation

Adele Brooks
Print Name: Adele Brooks

By: Michael Zehnder
Print Name: Mike Zehnder
Title: President

Amanda H. Stabin
Print Name: AMANDA H. STABIN "MAZ"

MEDITERRANEAN MANORS ASSOCIATION, INC.
A Florida non-profit corporation

Edmund L. Gillooley
Print Name: EDMUND L. GILLOOLEY

By: *Thomas P. Banas*
THOMAS P. BANAS President

Joseph R. Ciancone
Print Name: JOSEPH R. CIANCONI

"Association"

STATE OF FLORIDA
COUNTY OF PINELLAS

The foregoing instrument was acknowledged before me this 10th day of June, 2004, by Mike Zehnder, as President of MAZ Enterprises, Inc., a Florida corporation, on behalf of the corporation. He/she is personally known to me or has produced the following as identification: FLORIDA DRIVERS LICENSE

Amanda M Segull
Notary Public
Print Name: AMANDA M SEGULL

My commission expires:



Amanda M Segull
My Commission DD116824
Expires May 13, 2008

STATE OF FLORIDA
COUNTY OF PINELLAS

The foregoing instrument was acknowledged before me this 9 day of June, 2004, by THOMAS P. BANAS President of Mediterranean Manors Association, Inc., a Florida non-profit corporation, on behalf of the corporation. He/she is personally known to me or has produced the following as identification: _____

Joseph R. Ciancone
Notary Public
Print Name: _____

My commission expires:



Joseph R. Ciancone
My Commission DD317631
Expires June 26, 2008

Exhibit "A"

PARCEL 1:

A part of Sections 14 and 15, Township 28 South, Range 15 East, Dunedin, Pinellas County, Florida being more particularly described as follows:

Commence at the NE corner of the NW 1/4 of Section 14, Township 28 South, Range 15 East and go North 88° 46'06" West, 2675.66 feet, along the North boundary of Section 14, to the NW corner of said Section 14; thence South 00°01'32" East, 1216.06 feet, along the West boundary of Section 14, thence North 88°52'22" West, 133.52 feet; thence North 00°01'32" West, 175.09 feet, to the POINT OF BEGINNING; thence North 60°07'55" West, 238.09 feet; thence along a curve to the right that has a radius of 340.00 feet, an arc length of 267.04 feet, a chord length of 260.22 feet, a chord bearing of North 37°37'55" West; thence continue along a curve to the right that has a radius of 340.00 feet, an arc length of 267.04 feet, a chord length of 260.22 feet, a chord bearing of North 07°22'05" East; thence continue along a curve to the right that has a radius of 340.00 feet, an arc length of 267.04 feet, a chord length of 260.22 feet, a chord bearing of North 52°22'05" East; thence continue along a curve to the right that has a radius of 340.00 feet, an arc length of 267.04 feet, a chord length of 260.22 feet, a chord bearing of South 82°37'55" East, thence South 60°07'55" East, 152.71 feet; thence South 10°41'56" West, 252.20 feet; thence South 47°56'49" West, 228.20 feet; thence South 38°39'12" West, 77.50 feet; thence South 00°01'32" East, 171.00 feet, to the POINT OF BEGINNING, LESS AND EXCEPT:

A part of Sections 14 and 15, Township 28 South, Range 15 East being more particularly described as follows:

Commence at the NE corner of the NW 1/4 of Section 14, Township 28 South, Range 15 East and go North 88° 46'06" West, 2675.66 feet, along the North boundary of Section 14; to the NW corner of Section 14; thence South 00°01'32" East, 1216.06 feet, along the West boundary of Section 14; thence North 88°52'22" West, 133.52 feet; thence North 00°01'32" West, 175.09 feet, to the POINT OF BEGINNING; thence North 60°07'55" West, 238.09 feet; thence along a curve to the right that has a radius of 340.00 feet, an arc length of 267.04 feet, a chord length of 260.22 feet, a chord bearing of North 37°37'55" West; thence continue along a curve to the right that has a radius of 340.00 feet, an arc length of 267.04 feet, a chord length of 260.22 feet, a chord bearing of North 07° 22'05" East; thence continue along a curve to the right that has a radius of 340.00 feet, an arc length of 18.01 feet, a chord length of 18.01 feet, a chord bearing of North 31°23'08 East; thence South 60°07'55" East, 547.70 feet; thence South 47°56'09" West, 140.07 feet; thence South 38°39'12" West, 77.50 feet; thence South 00°01'32" East, 171.00 feet, to the POINT OF BEGINNING.

PARCEL 2:

TOGETHER WITH, a non-exclusive appurtenant easement as created by Easement Agreement recorded 1/18/74 in O.R. Book 4126 page 1652, Public Records of Pinellas County, Florida, over and across the property hereinafter described to serve as paved roadway access for ingress and egress to Alternate U.S. Highway 19-A, said Easement property being described as:

A 20 foot ingress and egress easement, lying 10 feet on each side of the following described centerline:

Commence at the NE corner of the NW 1/4 of Section 14, Township 28 South, Range 15 East, Pinellas County, Florida, and go North 88°46'06" West, 2675.66 feet, along the North boundary of said Section 14, to the NW corner of Section 14, thence South 00°01'32" East, 1216.06 feet, along the West boundary of Section 14; thence South 88°52'22" East, 400.49 feet; thence North 23°32'01" East, 162.90 feet, to the POINT OF BEGINNING; thence North 53°55'08" West, 32.65 feet; thence in a Southwesterly direction, along a curve to the right that has a radius of 281.27 feet, an arc length of 119.68 feet, a chord length of 118.78 feet, a chord bearing of South 48° 58'19" West; thence along a curve to the right that has a radius of 350.00 feet, an arc length of 184.23 feet, a chord length of 182.11 feet, a chord bearing of South 76°14'26" West; thence along a curve to the right that has a radius of 267.75 feet, an arc length of 133.41 feet, a chord length of 132.03 feet, a chord bearing of North 74° 24'22" West; thence North 60°07'55" West, 444.31 feet; thence along a curve to the right that has a radius of 340.00 feet, an arc length of 267.04 feet, a chord length of 260.22 feet, a chord bearing of North 37°37'55" West;

thence along a curve to the right that has a radius of 340.00 feet, an arc length of 267.04 feet, a chord length of 260.22 feet, a chord bearing of North 07°22'05" East; thence along a curve to the right that has a radius of 340.00 feet, an arc length of 267.04 feet, a chord length of 260.22 feet, a chord bearing of North 52°22'05" East; thence along a curve to the right that has a radius of 340.00 feet, an arc length of 267.04 feet, a chord length of 260.22 feet, a chord bearing of South 82°37'55" East; thence South 60°07'55" East, 405.00 feet; thence along a curve to the right that has a radius of 340.00 feet, an arc length of 534.07 feet, a chord length of 480.83 feet, a chord bearing of South 15°07'55" East; thence South 29°52'05" West, 35.70 feet; thence along a curve to the right that has a radius of 281.27 feet, an arc length of 33.94 feet, a chord length of 33.92 feet, a chord bearing of South 33°19'31" West; thence South 53°55'08" East, 32.85 feet, to the POINT OF BEGINNING, LESS that part occupied by Alternate U.S. Highway 19-A.

PARCEL 3:

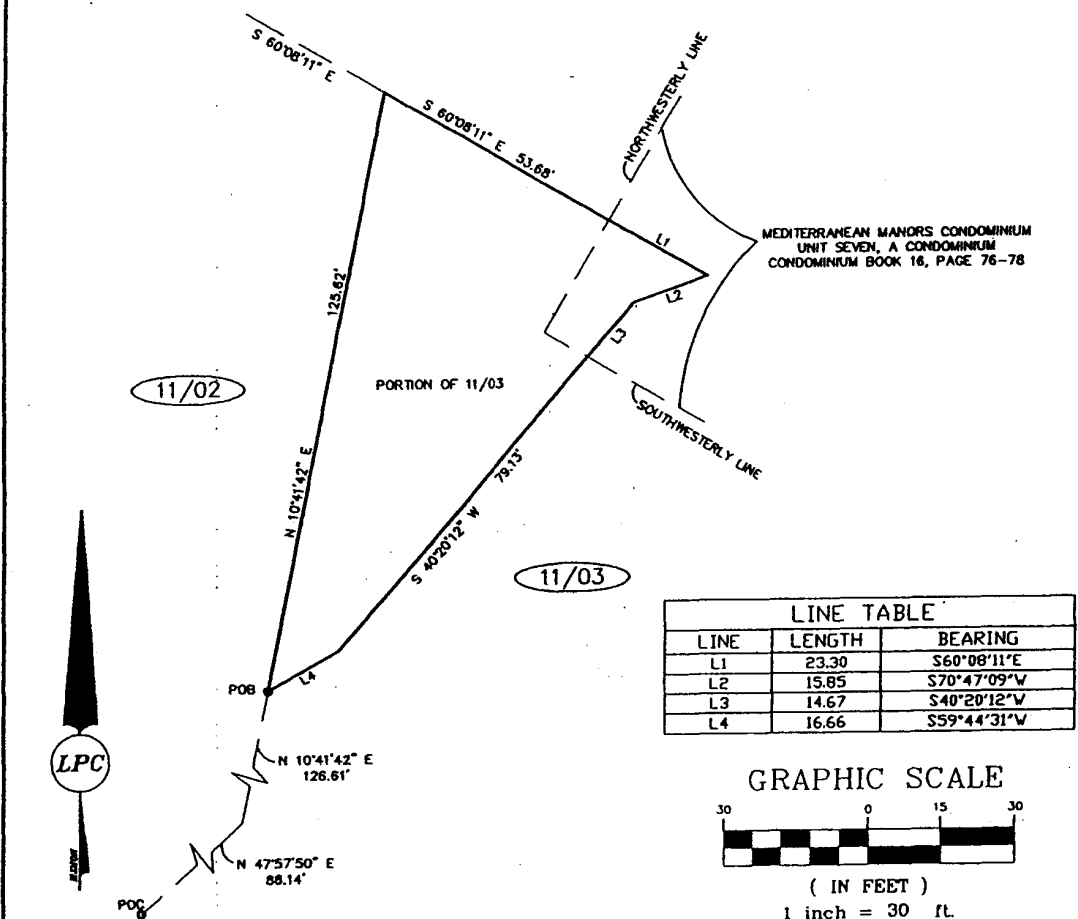
AND TOGETHER WITH a non-exclusive right of use of the recreational facilities as created by Easement Agreement recorded 1/18/74 in O.R. Book 4126 page 1652, Public Records of Pinellas County, Florida, located on the hereinafter described property located in Pinellas County, Florida and described as:

A part of the NE 1/4 of Section 15, Township 28 South, Range 15 East, and a part of the NW 1/4 of Section 14, Township 28 South, Range 15 East, Pinellas County, Florida, being more particularly described as follows:

Commence at the NE corner of the NW 1/4 of Section 14, Township 28 South, Range 15 East, Pinellas County, Florida, and go North 88°46'06" West, 2675.66 feet to the NE corner of Section 15, Township 28 South, Range 15 East, thence South 00°01'32" East, 1216.05 feet along the East boundary of said Section 15; thence North 88°52'22" West, 43.51 feet; thence North 00°01'32" West, 125.16 feet to the POINT OF BEGINNING; thence North 60°07'55" West, 103.81 feet; thence North 00°01'32" West, 171.00 feet; thence North 38°39'12" East, 77.50 feet; thence South 51°20'48" East, 110.63 feet; thence South 75°07'5" West, 46.35 feet; thence South 00°01'32" East, 202.22 feet to the POINT OF BEGINNING.

EXHIBIT "B"

SECTION 14, TOWNSHIP 28 SOUTH, RANGE 15 EAST, PINELLAS COUNTY, FLORIDA



LEGAL DESCRIPTION: (PROPOSED DRIVE)
 A PORTION OF MEDITERRANEAN MANORS CONDOMINIUM, UNIT SEVEN, A CONDOMINIUM, AS RECORDED IN CONDOMINIUM BOOK 16, PAGES 76-78 TOGETHER WITH THAT PORTION OF SECTION 14, TOWNSHIP 28 SOUTH, RANGE 15 EAST, PINELLAS COUNTY, FLORIDA; BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE NORTHEAST CORNER OF MEDITERRANEAN MANORS CONDOMINIUM, UNIT NINE, A CONDOMINIUM, AS RECORDED IN CONDO BOOK 20, PAGE 31-33, OF THE PUBLIC RECORDS OF PINELLAS COUNTY, FLORIDA; THENCE N 47°57'50" E, 88.14 FEET; THENCE N 10°41'42" E, 126.61 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE N 10°41'42" E, 126.62 FEET; THENCE S 60°08'11" E, 53.68 FEET TO THE NORTHWESTERLY LINE OF MEDITERRANEAN MANORS CONDOMINIUM, UNIT SEVEN, A CONDOMINIUM, AS RECORDED IN CONDOMINIUM BOOK 16, PAGES 76-78; THENCE CONTINUE THE FOLLOWING THREE (3) COURSES BEING THE EXTENT WITHIN UNIT SEVEN, MEDITERRANEAN MANORS CONDOMINIUM: 1.) S 60°08'11" E, 23.30; 2.) S 70°47'09" W, 15.85 FEET; 3.) S 40°20'12" W, 14.67 FEET TO THE SOUTHWESTERLY LINE OF SAID MEDITERRANEAN MANORS CONDOMINIUM, UNIT SEVEN, THENCE CONTINUE S 40°20'12" W, 79.13 FEET; THENCE S 59°44'31" W, 16.66 FEET TO THE POINT OF BEGINNING.

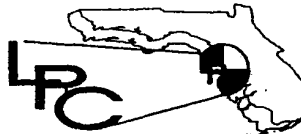
CONTAINING: 4,424 SQUARE FEET OR 0.1 ACRES, MORE OR LESS.

SURVEYORS REPORT

- 1.) THIS A SKETCH & DESCRIPTION. IT'S PRIMARY PURPOSE IS TO DESCRIBE LANDS BY METES & BOUNDS DESCRIPTION.
- 2.) THIS SKETCH & DESCRIPTION COMPLIES WITH THE FLORIDA MINIMUM TECHNICAL STANDARDS (81G7-8 FLORIDA ADMINISTRATIVE CODE) AND IS NOT INTENDED TO MEET A NATIONAL STANDARD.
- 3.) SKETCH & DESCRIPTION IS SUBJECT TO A TITLE SEARCH FOR MATTERS OF RECORD AFFECTING THE PROPERTY.
- 4.) THIS SKETCH & DESCRIPTION DOES NOT DETERMINE OR IMPLY OWNERSHIP.
- 5.) THE BEARING REFERENCE LINE IS PER PLAT AS SHOWN.
- 6.) NO FIELD SURVEY AND/OR UNDERGROUND IMPROVEMENTS LOCATED UNLESS OTHERWISE SHOWN HEREIN.
- 7.) COPYRIGHT © LAND PRECISION CORPORATION. ALL RIGHTS RESERVED. NO PART OF THIS DRAWING MAY BE REPRODUCED BY PHOTOCOPYING, RECORDING OR BY ANY OTHER MEANS, OR STORED, PROCESSED OR TRANSMITTED IN OR BY ANY COMPUTER OR OTHER SYSTEMS WITHOUT THE PRIOR WRITTEN PERMISSION OF THE SURVEYOR. COPIES OF THIS PLAN WITHOUT AN ORIGINAL SIGNATURE AND IMPRESSION SEAL ARE NOT VALID.

CERTIFIED TO:

LAND PRECISION CORPORATION



2683 SUNSET POINT ROAD
 CLEARWATER, FLORIDA 33759
 PHONE (727) 796-2737
 FAX (727) 796-3326 LB #6168

120 E. PINE STREET, SUITE 4
 LAKELAND, FLORIDA 33801
 PHONE (863) 683-5136

SURVEYING - MAPPING - PLANNING

JOB # DATE SURVEYED:

[Signature] 3-18-04

VINCENT E. CORRY, FLA. LICENSED SURVEYOR AND MAPPER No. 4608
 (NOT VALID WITHOUT THE SIGNATURE AND THE ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER.)

REVISIONS :

ABBREVIATION LEGEND

- | | | |
|------------------------------------|-----------------------------------|----------------------|
| SIR - Set Iron Rod 1/2" LB #6168 | (Calc) - Calculated | PC - Point Of Curve |
| FIR - Found Iron Rod | C/S - Concrete Slab | POL - Point On Line |
| FIP - Found Iron Pipe | C/T - Curb Tie | ⊕ - Centerline |
| N&D - Nail and | F/T - Fence Tie | ⊗ - Gas Valve |
| POB - Point Of Beginning | (M) - Measured | S/W - Sidewalk |
| PCP - Permanent Control Point | (P) - Plat | W.F. - Wood Fence |
| POC - Point Of Commencement | ⊗ - Water Valve | ⊗ - Fire Hydrant |
| FCM - Found Concrete Monument | ⊗ - Permanent Reference Monument | ⊗ - Power Pole |
| PRM - Permanent Reference Monument | ⊗ - Overhead | ⊗ - Guy Wire |
| BRL - Bearing Reference Line | c.b.s. - concrete block structure | ⊗ - Chain Link Fence |
| FRL - Field Reference Line | E/P - Edge Of Pavement | |
| ⊗ - Section Corner | | |

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170
53.20

KEN BURKE, CLERK OF COURT
PINELLAS COUNTY FLORIDA
INST# 2006034217 01/28/2005 at 02:37 PM
OFF REC BK: 14088 PG: 1984-1989
DocType:EAS RECORDING: \$52.50

Prepared by and Return to:
Roger A. Larson, Esquire
Johnson, Pope, Bokor,
Ruppel & Burns, LLP
911 Chestnut Street
Clearwater, Florida 33756

GRANT OF EASEMENT FOR INGRESS, EGRESS, UTILITIES
AND RECREATIONAL USES

This Grant of Easement for Ingress, Egress, Utilities and Recreational Uses ("Easement") made by MAZ ENTERPRISES, INC., a Florida corporation, whose address is 302 Beach Trail, Indian Rocks Beach, Florida 33785 ("MAZ") and MEDITERRANEAN MANORS ASSOCIATION, INC., a non-profit corporation, whose address is 2700 Bayshore Boulevard, Dunedin, Florida 34698 ("Association").

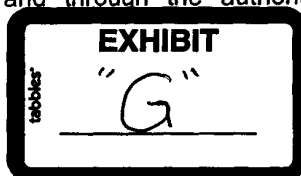
RECITALS:

A. MAZ is the owner of certain real property set forth and described on Exhibit "A" attached hereto ("MAZ Lands").

B. Association is the entity that is responsible for the operation of the common elements owned in undivided shares by unit owners and in accordance with Chapter 718 Florida Statutes represents all of the unit owners of the following condominiums: Mediterranean Manors Condominium Unit One, a condominium, Mediterranean Manors Condominium Unit Two, a condominium, Mediterranean Manors Condominium Unit Three, a condominium, Mediterranean Manors Condominium Unit Four, a condominium, Mediterranean Manors Condominium Unit Five, a condominium, Mediterranean Manors Condominium Unit Six, a condominium, Mediterranean Manors Condominium Unit Seven, a condominium, Mediterranean Manors Condominium Unit Eight, a condominium, Mediterranean Manors Condominium Unit Nine, a condominium, Mediterranean Manors Condominium Unit Eleven, a condominium, and Mediterranean Manors Condominium Unit Twelve, a condominium, all as recorded among the public records of Pinellas County, Florida ("Mediterranean Manors Condominiums"), and has authority to enter into this Agreement on behalf of all of the unit owners of the respective condominiums. Specifically Association is the governing entity and has been duly given the power and authority to enter into this Easement on behalf of all of the Unit Owners of Mediterranean Manors Condominiums and the members of the Association.

C. Mediterranean Manors Condominiums has roadways to and from the public ways, underground and above ground utilities installed, including, but not by way of limitation, recycled water, potable water, sanitary sewer, telephone, cable, gas and other such utilities, and recreation areas, improvements and amenities located on its respective condominium properties all of which are operated, managed, controlled, maintained, repaired and replaced by the Association ("Association Properties"). Easements have been granted by the Association to each of the Mediterranean Manors Condominiums and by each of the Mediterranean Manors Condominiums to the other to use, connect to and otherwise enjoy the Association Properties, in exchange for the unit owners of the Mediterranean Manors Condominiums paying their pro-rata fair share of the costs and expenses of operation, management, control, maintenance, repair and replacement of the Association Properties.

D. It is the intention by virtue of this Easement that the Association and each of the separate Mediterranean Manors Condominiums, by and through the authority given to and residing in the



Association to give, declare, grant and convey to MAZ the non-exclusive right of easement in perpetuity as an appurtenance to the MAZ Lands to use, connect to and otherwise enjoy the Association Properties, in the same manner as all other unit owners of Mediterranean Manors Condominiums have such use and enjoyment in exchange for the unit owners of the MAZ Lands paying their pro-rata fair share of the costs and expenses of operation, management, control, maintenance, repair and replacement of the Association Properties. Provided, however, it is not intended that this Easement grant the MAZ Lands any right or use of vehicular or pedestrian travel, or parking on any of the common areas or limited common areas of the Mediterranean Manors Condominiums other than a right of vehicular or pedestrian travel, or parking at the Association Properties consisting of the Cove Club parking area and the Manor Club office/swimming pool parking area when using these Association Properties. This does not preclude the use of the circular road.

E. It is further the intention hereby that MAZ grant, give, declare and convey an easement in favor of the Association and the Mediterranean Manors Condominiums and their respective lands a non-exclusive right of easement in perpetuity as an appurtenance to their respective lands to use, connect to and otherwise enjoy the Association Properties that may lie upon the MAZ Lands.

NOW THEREFORE, for and in consideration of the mutual covenants and promises as hereinafter expressed and other good and valuable considerations, the receipt and sufficiency of which is hereby acknowledged, the parties covenant and agree as follows:

1. Recitals. The recitals set forth above are true, accurate and correct and are incorporated herein by reference.

2. Grant of Easement from Association. Association and each of the separate Mediterranean Manor Condominiums, by and through the authority given to and residing in the Association do hereby by these presence give, declare, grant and convey to MAZ the non-exclusive right of easement in perpetuity as an appurtenance to the MAZ Lands to use, connect to and otherwise enjoy the Association Properties, in the same manner as all other unit owners of Mediterranean Manors Condominiums have such use and enjoyment. Provided, however, it is not intended that this Easement grant the MAZ Lands any right or use of vehicular or pedestrian travel, or parking on any of the common areas or limited common areas of the Mediterranean Manors Condominiums other than a right of vehicular or pedestrian travel or parking at the Association Properties consisting of the Cove Club parking area and the Manor Club office/swimming pool parking area when using these Association Properties. This does not preclude the use of the circular use road.

3. Grant of Easement from MAZ. MAZ does hereby by these presence give, declare, grant and convey to the Association and Mediterranean Manors Condominiums and their respective owners the non-exclusive right of easement in perpetuity as an appurtenance to their respective lands to use, connect to and otherwise enjoy the Association Properties lying upon the MAZ Lands, in the same manner as all other unit owners of Mediterranean Manors Condominiums have such use and enjoyment.

4. Maintenance, Repair and Replacement, It is understood and agreed between MAZ and the Association that the Easement Properties are and shall be considered lands and improvements that are to be maintained, repaired and replaced by the Association and the cost of such maintenance, repair and replacement shall be a burden of Mediterranean Manors Condominiums and the MAZ Lands whereby each unit owner shall pay an assessment equal to the fraction created where the numerator is one and the denominator is the total number of units in the Mediterranean Manor Project which are members of the Association. Provided, however, any and all costs of hooking up to utilities as defined herein, and any permits required or adjustments to size, capacity or location shall be the cost and expense of MAZ.

5. Binding Agreement. This Easement is binding on the parties hereto, their successors and assigns and constitutes the full and complete understanding existing between the parties and the same shall not be altered, amended or otherwise changed except by the express written agreement of the parties.

6. Choice of Law. This Agreement shall be construed in accordance with the laws of the State of Florida.

7. Attorneys Fees and Costs. Should any dispute arise between the parties then in such event the prevailing parties shall be entitled to costs plus a reasonable attorney's fee.

10th IN WITNESS WHEREOF, the undersigned have hereunto set their hands and seals on this day of June, 2004.

Witnesses:

MAZ ENTERPRISES, INC., a Florida corporation

Adele Brooks
Print Name: Adele Brooks

By: Mike Zehnder
Print Name: Mike Zehnder
Title: President

Amanda M. Segull
Print Name: AMANDA M. SEGULL "MAZ"

MEDITERRANEAN MANORS ASSOCIATION, INC.
A Florida non-profit corporation

Edmund L. Gillaoley
Print Name: EDMUND L. GILLAOLEY

By: Thomas P. Binas
THOMAS P. BINAS President

Joseph R. Cianfrini
Print Name: JOSEPH R. CIANFRINI

"Association"

STATE OF FLORIDA
COUNTY OF PINELLAS

The foregoing instrument was acknowledged before me this 10th day of June, 2004, by Mike Zehnder, as President of MAZ Enterprises, Inc., a Florida corporation, on behalf of the corporation. He/she [] is personally known to me or [x] has produced the following as identification: FLORIDA DRIVER'S LICENSE.

Amanda M. Segull
Notary Public
Print Name: AMANDA M. SEGULL

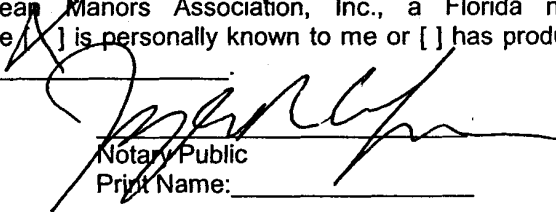
My commission expires:



Amanda M Segull
My Commission DD116824
Expires May 13, 2006

STATE OF FLORIDA
COUNTY OF PINELLAS

The foregoing instrument was acknowledged before me this 9 day of June, 2004, by Thomas P. BANAS President of Mediterranean Manors Association, Inc., a Florida non-profit corporation, on behalf o the corporation. He/she is personally known to me or has produced the following as identification: _____



Notary Public
Print Name: _____

My commission expires:



Joseph R. Cianfrone
My Commission DD317631
Expires June 26, 2008

Exhibit "A"

PARCEL 1:

A part of Sections 14 and 15, Township 28 South, Range 15 East, Dunedin, Pinellas County, Florida being more particularly described as follows:

Commence at the NE corner of the NW 1/4 of Section 14, Township 28 South, Range 15 East and go North 88° 46'06" West, 2675.66 feet, along the North boundary of Section 14, to the NW corner of said Section 14; thence South 00°01'32" East, 1216.06 feet, along the West boundary of Section 14, thence North 88°52'22" West, 133.52 feet; thence North 00°01'32" West, 175.09 feet, to the POINT OF BEGINNING; thence North 60°07'55" West, 238.09 feet; thence along a curve to the right that has a radius of 340.00 feet, an arc length of 267.04 feet, a chord length of 260.22 feet, a chord bearing of North 37°37'55" West; thence continue along a curve to the right that has a radius of 340.00 feet, an arc length of 267.04 feet, a chord length of 260.22 feet, a chord bearing of North 07°22'05" East; thence continue along a curve to the right that has a radius of 340.00 feet, an arc length of 267.04 feet, a chord length of 260.22 feet, a chord bearing of North 52°22'05" East; thence continue along a curve to the right that has a radius of 340.00 feet, an arc length of 267.04 feet, a chord length of 260.22 feet, a chord bearing of South 82°37'55" East, thence South 60°07'55" East, 152.71 feet; thence South 10°41'56" West, 252.20 feet; thence South 47°56'49" West, 228.20 feet; thence South 38°39'12" West, 77.50 feet; thence South 00°01'32" East, 171.00 feet, to the POINT OF BEGINNING, LESS AND EXCEPT:

A part of Sections 14 and 15, Township 28 South, Range 15 East being more particularly described as follows:

Commence at the NE corner of the NW 1/4 of Section 14, Township 28 South, Range 15 East and go North 88° 46'06" West, 2675.66 feet, along the North boundary of Section 14, to the NW corner of Section 14; thence South 00°01'32" East, 1216.06 feet, along the West boundary of Section 14; thence North 88°52'22" West, 133.52 feet; thence North 00°01'32" West, 175.09 feet, to the POINT OF BEGINNING; thence North 60°07'55" West, 238.09 feet; thence along a curve to the right that has a radius of 340.00 feet, an arc length of 267.04 feet, a chord length of 260.22 feet, a chord bearing of North 37°37'55" West; thence continue along a curve to the right that has a radius of 340.00 feet, an arc length of 267.04 feet, a chord length of 260.22 feet, a chord bearing of North 07° 22'05" East; thence continue along a curve to the right that has a radius of 340.00 feet, an arc length of 18.01 feet, a chord length of 18.01 feet, a chord bearing of North 31°23'08 East; thence South 60°07'55" East, 547.70 feet; thence South 47°56'09" West, 140.07 feet; thence South 38°39'12" West, 77.50 feet; thence South 00°01'32" East, 171.00 feet, to the POINT OF BEGINNING.

PARCEL 2:

TOGETHER WITH, a non-exclusive appurtenant easement as created by Easement Agreement recorded 1/18/74 in O.R. Book 4126 page 1652, Public Records of Pinellas County, Florida, over and across the property hereinafter described to serve as paved roadway access for ingress and egress to Alternate U.S. Highway 19-A, said Easement property being described as:

A 20 foot ingress and egress easement, lying 10 feet on each side of the following described centerline:

Commence at the NE corner of the NW 1/4 of Section 14, Township 28 South, Range 15 East, Pinellas County, Florida, and go North 88°46'06" West, 2675.66 feet, along the North boundary of said Section 14, to the NW corner of Section 14, thence South 00°01'32" East, 1216.06 feet, along the West boundary of Section 14; thence South 88°52'22" East, 400.49 feet; thence North 23°32'01" East, 162.90 feet, to the POINT OF BEGINNING; thence North 53°55'08" West, 32.65 feet; thence in a Southwesterly direction, along a curve to the right that has a radius of 281.27 feet, an arc length of 119.68 feet, a chord length of 118.78 feet, a chord bearing of South 48° 58'19" West; thence along a curve to the right that has a radius of 350.00 feet, an arc length of 184.23 feet, a chord length of 182.11 feet, a chord bearing of South 76°14'26" West; thence along a curve to the right that has a radius of 267.75 feet, an arc length of 133.41 feet, a chord length of 132.03 feet, a chord bearing of North 74° 24'22" West; thence North 60°07'55" West, 444.31 feet; thence along a curve to the right that has a radius of 340.00 feet, an arc length of 267.04 feet, a chord length of 260.22 feet, a chord bearing of North 37°37'55" West;

thence along a curve to the right that has a radius of 340.00 feet, an arc length of 267.04 feet, a chord length of 260.22 feet, a chord bearing of North 07°22'05" East; thence along a curve to the right that has a radius of 340.00 feet, an arc length of 267.04 feet, a chord length of 260.22 feet, a chord bearing of North 52°22'05" East; thence along a curve to the right that has a radius of 340.00 feet, an arc length of 267.04 feet, a chord length of 260.22 feet, a chord bearing of South 82°37'55" East; thence South 60°07'55" East, 405.00 feet; thence along a curve to the right that has a radius of 340.00 feet, an arc length of 534.07 feet, a chord length of 480.83 feet, a chord bearing of South 15°07'55" East; thence South 29°52'05" West, 35.70 feet; thence along a curve to the right that has a radius of 281.27 feet, an arc length of 33.94 feet, a chord length of 33.92 feet, a chord bearing of South 33°19'31" West; thence South 53°55'08" East, 32.85 feet, to the POINT OF BEGINNING, LESS that part occupied by Alternate U.S. Highway 19-A.

PARCEL 3:

AND TOGETHER WITH a non-exclusive right of use of the recreational facilities as created by Easement Agreement recorded 1/18/74 in O.R. Book 4126 page 1652, Public Records of Pinellas County, Florida, located on the hereinafter described property located in Pinellas County, Florida and described as:

A part of the NE 1/4 of Section 15, Township 28 South, Range 15 East, and a part of the NW 1/4 of Section 14, Township 28 South, Range 15 East, Pinellas County, Florida, being more particularly described as follows:

Commence at the NE corner of the NW 1/4 of Section 14, Township 28 South, Range 15 East, Pinellas County, Florida, and go North 88°46'06" West, 2675.66 feet to the NE corner of Section 15, Township 28 South, Range 15 East, thence South 00°01'32" East, 1216.05 feet along the East boundary of said Section 15; thence North 88°52'22" West, 43.51 feet; thence North 00°01'32" West, 125.16 feet to the POINT OF BEGINNING; thence North 60°07'55" West, 103.81 feet; thence North 00°01'32" West, 171.00 feet; thence North 38°39'12" East, 77.50 feet; thence South 51°20'48" East, 110.63 feet; thence South 75°07'5" West, 46.35 feet; thence South 00°01'32" East, 202.22 feet to the POINT OF BEGINNING.

THAT PORTION OF SECTION 14 & 15, TOWNSHIP 28 SOUTH, RANGE 15 EAST, PINELLAS COUNTY, FLORIDA BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGIN AT THE NORTHEAST CORNER OF MEDITERRANEAN MANORS CONDOMINIUM, UNIT NINE, A CONDOMINIUM, AS RECORDED IN CONDO BOOK 20, PAGE 31-33, OF THE PUBLIC RECORDS OF PINELLAS COUNTY, FLORIDA; THENCE N 60°07'55" W ALONG THE NORTHERLY LINE OF SAID MEDITERRANEAN MANORS, UNIT NINE, 139.90 FEET; THENCE N 15°40'46" W, 13.65 FEET; THENCE N 74°15'49" E, 170.42 FEET; THENCE, ALONG A CURVE TO THE LEFT, CONCAVE NORTHWEST, HAVING A RADIUS OF 40.00 FEET, AN ARC OF 51.58 FEET, CHORD BEARING N 37°19'17" E, 48.08 FEET; THENCE, ALONG A CURVE TO THE RIGHT, CONCAVE SOUTHEAST, HAVING A RADIUS OF 15.00 FEET, AN ARC OF 19.50 FEET, CHORD BEARING N 37°37'25" E, 18.16 FEET; THENCE, ALONG A CURVE TO THE LEFT, CONCAVE NORTHWEST, HAVING A RADIUS OF 111.78 FEET, AN ARC OF 10.45 FEET, CHORD BEARING N 72°11'19" E, 10.45 FEET; THENCE S 10°41'56" W, 128.04 FEET; THENCE S 47°56'49" W, 88.13 FEET THE POINT OF BEGINNING.

EXHIBIT

"H"

tabbies