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PETER M. DUNBAR, ESQ.

THIS INSTRUMENT WAS PREPARED BY DUNBAR, DUNBAR, ROMAN & MICESSON, P.A. P. O. BOX 1197, DUNBON, PLORIDS 53528

01 Cash 11 Chg 10 Rec 3 a 9 0 12 00 7 0 0 43 Int DECLARATION OF CONDOMINIUM FOR

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GREEN DOLPHIN PARK MID-RISE, A CONDOMINIUM

GREEN DOLPHIN CORPORATION, a Florida corporation, herein called "Developer," for itself, its successors, grantees and assigns, does hereby, on this 27th day of Thuray, 1982, make, declare and publish its intention to submit, and does hereby submit, in fee simple the real property hereinafter described to condominium ownership and use in accordance with Chapter 718, Florida Statutes, known and cited as the Condominium Act, herein called the "Act," as follows:

1. NAME

The name of this condominium is to be GREEN DOLPHIN PARK MID-RISE, A CONDOMINIUM.

2. LEGAL DESCRIPTION OF THE LAND

The legal description of the land to be included, which is submitted hereby to condominium ownership, is as follows:

A portion of the S W 1/4 of Section 13, Township 27 S, Range 15 E, Pinellas County, Florida further described as follows; from the N W corner of the N E 1/4 of the S W 1/4 of said Section 13, thence along the East - West centerline of said Section 13, S'89°22'46" E 109.00 feet; thence S 00°37'14" W 40.00 feet to the Southerly right of way of Meres Boulevard; thence along said right of way N 89°22'46" W 478.64 feet; thence S 00°06'14" W 950.00 feet; thence S 65°46'17" E 549.10 feet to the Point of Beginning; thence N 24°13'43" E 182.50 feet; thence S 65°46'17" E 272.33 feet; thence S 23°11'18" W 176.49 feet; thence N 89°20'46" W 15.11 feet; thence N 65°46'17" W 261.68 feet to the P.O.B.

Containing within said bounds 1.147 acres.

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CONDOMINIUM PLATS PERTAINING HERETO ARE FILED IN CONDOMINIUM PLAT BOOK 66, PAGES 78 thru 83.

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B. By amendment to the Declaration of Condominium, the developer plans on submitting and subjecting to this Declaration of Condominium, additional phases to be known as Phase II, Phase III, Phase IV and Phase V. Anticipated dates of completion: Phase I - December 1, 1981, Phase II - July 1, 1982, Phase III - December 1, 1982, Phase IV - July 1, 1983, and Phase V - Deember 1, 1983. The units in the additional phases will share with the apartment units in Phase I in ownership of the common elements and the expenses of the Association in the manner as described in paragraph C below.

The legal description of the subsequent phases will \sim

MID-RISE PHASE II

be:

A portion of the S W 1/4 of Section 13, Township 27 S, Range 15 E, Pinellas County, Florida further described as follows: from the N W corner of the N E 1/4 of the S W 1/4 of said Section 13, thence along the East - West centerline of said Section 13, S 89°22'46" E 109.00 feet; thence S 00°37'14" W 40.00 feet to the Southerly right of way of Meres Boulevard thence along said right of way N 89°22'46" W 478.64 feet; thence S 00°06'14" W 950.00 feet; thence S 65°46'17" E 301.10 feet to the Point of Beginning. Thence N 24°13'43" E 215.00 feet; thence S 65°46'17" E 37.63, feet; thence S 24°13'43" W 32.50 feet; thence S 65°46'17" E 210.37 feet; thence S 24°13'43" W 182.50 feet; thence N 65°46'17" W 248.00 feet to the P.O.B.

Containing within said bounds 1.067 acres.

MID-RISE PHASE III

A portion of the S W 1/4 of Section 13, Township 27 S, Range 15 E, Pinellas County, Plorida further described as follows: from the N W corner of the N E 1/4 of the S W 1/4 of said Section 13, thence along the East—West centerline of said Section 13, S 89°22'46" E 109.00 feet; thence S 00°37'14" W 40.00 feet to the Southerly right of way of Meres Boulevard, thence along said right of way N 89°22'46" W 478.64 feet; thence S 00°06'14" W 931.73 feet to the Point of Beginning. Thence N 60°16'41" E 252.41 feet along a radial line to a point on a curve; thence along the arc of a curve to the left 18.88 feet, radius 30.00 feet, chord 18.57 feet, chord bearing S 47°44'48" E to a point of tangency; thence S 65°46'17" E 142.37 feet; thence S 24°13'43" W 215.00 feet; thence N 65°46'17" W 301.00 feet; thence N 00°06'14" E 18.27 feet to the P.O.B.

Containing within said bounds 1.194 acres.

MID-RISE PHASE IV

A portion of the S W 1/4 of Section 13, Township 27 S, Range 15 E, Pinellas County, Florida further described as follows: from the N W corner of the N E 1/4 of the S W 1/4 of said Section 13, thence along the East - West centerline of said Section 13, S 89°22'46" E 109.00 feet; thence S 00°37'14" W 40.00 feet to the Southerly right of way of Meres Boulevard. Thence along said right of way N 89°22'46" W 478.64 feet; thence S 00°06'14" W 628.73 feet to the Point of Beginning; thence S 89°53'46" E 215.00 feet; thence S 00°06'14" W 162.54 feet to a point of curvature; thence along the arc of a curve to the left 15.62 feet, radius 30.00 feet, chord 15.44 feet, chord bearing S 14°48'32" E; thence along a radial line S 60°16'41" W 252.41 feet; thence N 00°06'14" E 303.00 feet to the P.O.B.

Containing within said bounds 1.192 acres.

MID-RISE PHASE V

A portion of the S W 1/4 of Section 13, Township 27
S, Range 15 E, Pinellas County, Florida further
described as follows: from the N W corner of the
N E 1/4 of the S W 1/4 of said Section 13, thence along
the East - West centerline of said Section 13, S. 89°
22'46" E 109.00 feet; thence S 00°37'14" W 40.00 feet
to the Southerly right of way of Meres Boulevard.
Thence along said right of way SN 89°22'46" W 478.64
feet; thence S 00°06'14" W 366.90 feet; to the Point of
Beginning; thence S 89°53'46" E 182.50 feet; thence
S 00°06'14" W 136.37 feet; thence S 89°53'46" E
32.50 feet; thence S 00°06'14" W 125.46 feet; thence
N 89°53'46" W 215.00 feet; thence N 00°06'14" E 261.83
feet to the P.O.B.

Containing within said bounds 1.191 acres.

C. Each unit's ownership in the common elements in Phase I and in Phases II, III, IV and V when completed shall be as set forth in this paragraph. The proportion or percentage of individual shares which each unit will have in the common elements and the shares in the common expenses and the common surplus appurtenant to each unit in Phase I and each unit in the condominium as each phase is added shall be as follows:

1. Phase I: The undivided interest in the common elements surplus which is appurtenant to each unit upon

of the total.

completion of Phase I shall be equal to 1/32nd

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- 2. Phase II: The undivided interest in the common elements and common surplus which is appurtenant to each unit upon completion of Phases I and II shall be equal to 1/64th of the total.
- 3. Phase III: The undivided interest in the common elements and common surplus which is appurtenant to each unit upon completion of Phases I, II and III shall be equal to 1/96th of the total.
- 4. Phase IV: The undivided interest in the common elements and common surplus which is appurtenant to each unit upon completion of Phases I, II, III and IV shall be equal to 1/128th of the total.
- The undivided interest in the common elements

 and common surplus which is appurtenant to each

 unit upon completion of Phases I, II, III, IV

 and V shall be equal to 1/160th of the total.
 - D. The number and size of the units in each phase shall

be:

Phase	Number of Units	Size of Units
Thube	32	2 bedrooms, 2 baths
1	32	2 bedrooms, 2 baths
II	32	2 bedrooms, 2 baths
111	32	2 bedrooms, 2 baths
IV.	32	2 bedrooms, 2 baths
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this condominium and each phase thereof is owned by GREEN DOLPHIN COMMONS, INC., and it is subject to a Declaration of Servitude which provides that the facilities are for the use and benefit of the unit owners of this condominium and such other condominium as may be built. A copy of the Articles of Incorporation and By-Laws of GREEN DOLPHIN COMMONS, INC., and the Declaration of Servitude are attached to this Declaration of Condominium as Exhibits "D" (Articles of Incorporation, "E" (By-Laws), and "F" (Declaration of Servitude)

respectively and are by reference specifically made a part hereof.

The recreational facilities are specifically described as follows:

- 1. A one-story recreational building containing approximately 4,702 square feet and containing a ground level foyer, two restrooms, two rooms for offices, one card room, one billiard room which has two pool tables and a ballroom and meeting area. The basement of the recreational building contains two general purpose rooms and rooms containing a sauna, shower and dressing area, and exercise rooms for both men and women. The recreation building has a capacity of 350 people.
- 2. Shuffle board court area containing approximately 2,154 square feet with two shuffle board courts and a utility building of approximately 16 square feet.
- 3. Tennis court area consisting of approximately 13,284 square feet containing two tennis courts.
- F. All recreational facilities described herein are now complete and in use.
- G. In addition to the recreational areas and facilities described in E above, the Developer intends to build two (2) swimming pools, one as a part of Phase II and one as a part of Phase IV. Each swimming pool will be approximately 15 feet wide and 30 feet long and will be 6 feet deep at the deepest end and approximately 3 feet deep as the shallowest end. Each swimming pool will have a deck area surrounding the pool and the deck area will consist of approximately 500 square feet.

3. DEFINITIONS

The terms used in the condominium documents shall have the meanings stated in the Condominium Act or as follows, unless the context requires otherwise:

A. "Assessment" means a share of the funds required for the payment of common expenses, including maintenance, taxes,

and fees required for the administration of the condominium, and charges and expenses of the Association which are assessed against the unit owner by this Declaration and the Board of Directors of the Association as necessary from time to time.

- B. "Association" means the Green Dolphin Park Mid-Rise Condominium Association, Inc., a non-profit Florida corporation, or its assigns, which is and shall be responsible for the operation, administration and management of the condominium.
- C. "Board of Directors" or "Board" means the Board of Directors of Green Dolphin Park Mid-Rise Condominium Association,
- D. "Common Elements" means the portions of the condominium property not included within any unit as further defined in Article 5 hereof.
- E. "Green Dolphin Commons, Inc." is a Florida corporation, not for profit, which shall manage and control certain properties set aside for ingress and egress to the condominium and certain properties set aside for recreational pruposes. This corporation shall assess this condominium and every other condominium which has or may hereafter be developed and which will comprise the Green Dolphin Park development, on a proportionate basis, for the maintenance, replacement and care of the properties set aside for ingress and egress and for recreational purposes and any buildings or structures which are appurtenant thereto or located thereon.
- F. "Common Expenses" means those expenses for which the unit owners are liable to the Association.
- G. "Common Surplus" means the excess of all receipts of the Association from this condominium and the owners of the units, including but not limited to assessments, profits, and revenues on account of the common elements, over the amount of the common expenses.
- H. "Condominium Parcel" means the unit, together with the undivided share in the common elements which is appurtenant to the unit and all other appurtenances thereto.

- I. "Condominium Property" means and includes the land in the condominium and all improvements thereon and all easements and rights appurtenant thereto intended for use in connection with the condominium.
- J. "Unit" or "Apartment" means that portion of the condominium property which is subject to private ownership, as further defined in Article 4 hereof.
- K. "Owner" or "Unit Owner" means the owner of a condominium parcel.

4. THE UNITS

- A. Each of the units is identified and designated as set forth in the survey contained in Exhibit A attached hereto-and by reference made a part hereof.
- B. Each unit consists of (1) the volumes or cubicles of space enclosed by the unfinished inner surfaces of perimeter and interior walls, ceilings and floors thereof, including vents, doors, windows and such other structural elements as are ordinarily considered to be enclosures of space, and including the volume or cubicle of space enclosed by any screened terrace, (2) all interior divided walls and partitions (including the space occupied by such interior walls or partitions) excepting load-bearing interior walls and partitions, and all screening enclosing the screened terraces, and the exterior balconies and deck areas abutting or appurtenant to the enclosed portions of the unit, (3) the decorated inner surfaces of the perimeter and interior walls (including decorated inner surfaces of all interior load-bearing walls), floors and ceilings, consisting of paint, plaster, carpeting, tiles, and all other finishing materials affixed or installed as part of the physical structure of the unit, and (4) all immediately visible fixtures, mechanical systems and equipment installed for the sole and exclusive use of the unit, commencing at the point of disconnection from the structural body of the

condominium building and from the utility lines, pipes, or systems serving the unit. No pipes, wires, conduits or other utility lines or installations constituting a part of the overall systems designed for the service of any particular unit, or any of the structural members or portions of any kind, including fixtures and appliances within the unit, which are not removable without jeopardizing the soundness, safety or usefulness of the remainder of the building, shall be deemed to be a part of any unit.

5. COMMON ELEMENTS

- A. The common elements appurtenant to each unit shall include, but are not limited to:
 - 1. The parcel of land on which the improvements are located as described in Paragraph 2 above.
 - 2. All parts of the improvements which are not contained within the units, including the foundations, roof, floors, ceilings, perimeter walls, load bearing interior walls and partitions, slabs, hallways, entrances and exits or communication ways, pipes, wire, conduits, air duots and utility lines, and the space actually occupied by all of these items.
 - 3. All of the parking areas, walkways, paths, trees, shrubs, grounds and gardens, located or to be located on the condominium property described herein.
 - 4. The following easements from each unit owner to each other unit owner and to the Association:
 - (a) Easements through the common elements for ingress and egress.
 - (b) An easement of support in every portion of a unit which contributes to the support of the condominium building.
 - (c) An easement for the purpose of installation, maintenance, repair and replacement of all sewer, water, power and telephone lines, mains, conduits, wire and any

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and all other equipment or machinery necessary or incidental to the proper functioning of any utility system.

- (d) An easement through any unit, and common elements, for maintenance, repair and replacement of any unit and common elements. Access to units shall be only during reasonable hours, except that access may be had at any time in case of emergency.
- (e) An easement of ingress and egress for the benefit of all units of the condominium and for all units which may now exist or hereafter be construction in condominiums which are part of Green Dolphin Park to all recreational facilities including but not limited to, tennis courts and shuffle board courts, and further to include access and the right to use the swimming pool and patio area which are adjacent to the common elements at such time or times as such similar facilities within adjacent condominiums of Green Dolphin Park are unavailable for use.
- 5. All other elements of the condominium improvements rationally of common use or necessary to their existence, upkeep and safety, and all other devices or installations within the condominium property existing for common use.
- C. All unit owners shall have the right to use the common elements, subject to the terms and conditions set forth herein.

 Such rights shall extend to the unit owners, members of their immediate families, their guests and other authorized occupants and visitors of the unit owner. Use of the common elements and rights of the unit owners with respect thereto shall be subject to and governed by the provisions of the Act, this Declaration, the Articles, By-Laws and rules and regulations of the Association.
- D. "Limited common elements" shall mean those common elements which are reserved for the use of a certain condominium unit or units to the exclusion of other units and shall include the following:

- Driveway areas serving an individual condominium unit.
- 2. Patio areas adjacent to and serving individual condominium units.

6. SURVEY, GRAPHIC DESCRIPTION AND FLOOR PLAN

A survey of the land and a graphic description of the improvements in which units are located and a plot plan thereof are attached hereto as a part of Exhibit A. The Developer, in order further to define and identify the units and common elements of the condominium property, including any and all present and future improvements thereof, hereby declares that the condominium property is to be phased and subdivided into a total of 160 units, as more particularly described in Article 2 hereof and as shown on the survey contained in Exhibit A hereto, each of which shall, together with the appurtenances, constitute a separate parcel of real property.

7. COMMON EXPENSES

- A. Each unit owner shall be assessed his proportionate share of the expenses of maintenance, repair, replacement, administration and operation of the common elements, and of the taxes and assessments levied thereon, which expenses are hereinafter referred to collectively as common expenses. The proportionate share of the common expenses of each unit owner shall be the same as such unit owner's share of the common elements, as set forth in Paragraph 2C above. Payment thereof shall be in such installments and at such times as may be provided in the By-Laws. In the event of the failure of a unit owner to pay his proportinate share when due, the amount thereof shall constitute a lien on his unit as provided by the Act.
- B. The proportionate share of the common expenses, attributable to each unit may be amended only with the written consent of the unit owner and the mortgagee or mortgagees of the unit.

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- C. If the Board of Directors decides that any unpaid assessment is uncollectable, it shall become a common expense.
- D. The proportionate share of the Association's expenses for the obligations incurred by Green Dolphin Commons, Inc., shall be based upon a fraction, the numerator of which shall be 160 apartment and the denominator of which shall be the total number of apartments which may from time to time exist in the Green Dolphin Park Condominium development.

8. ASSOCIATION

- A. Prior to the date of the recording of this peclaration there will be or has been created under the laws of the State of Plorida the Green Dolphin Park Villas Condominium Association, Inc., a corporation not for profit, herein called the Association, which shall be responsible for the administration, operation, maintenance, repair and replacement of the condominium property and which shall have those powers and duties set forth in the Act, this Declaration, the Articles of Incorporation and By-Laws. A copy of the By-Laws of the Association is attached as Exhibit C hereto.
- B. Each unit owner shall automatically become and be a member of the Association as long as he continues as a unit owner. Upon the termination of the interest of the unit owner, his membership shall thereupon terminate and transfer and inure to the new unit owner succeeding him in interest. The voting rights of the unit owners shall be as set forth in the Articles of Incorporation of the Association, a copy of which is attached hereto as Exhibit B.

9. COMMON SURPLUS

Common surplus shall be the excess of all receipts of the Association including, but not limited to, assessment, rents, and revenues on account of the common elements over the amount of common expenses. Each unit owner shall own an undivided share

in any common surplus in the same percentage as his share of the common elements, as set forth in Paragraph 2C above. All common surplus shall be held and administered by the Association on behalf of the unit owners and may be distributed to the unit owners at such times and in such amounts as the Board of Directors of the Association shall deem fit or otherwise expended by the Association for the benefit of the unit owners as the Board of Directors may determine.

10. DETERMINATION OF BOARD TO BE BINDING

Matters of dispute or disagreement between unit owners with respect to interpretation or application of the provisions of this Declaration, the Articles or By-Laws shall be decided by the Board of Directors of the Association, which decision shall be final and binding on all unit owners.

11. SEPARATE REAL ESTATE TAXES

Real estate taxes are to be separately assessed to each unit owner for his condominium parcel, as provided in the Condominium Act. If for any year such taxes are not separately assessed to each unit owner, then each unit owner shall pay his proportionate share thereof based upon the percentage of his share of the common elements set forth in Paragraph 2C above.

12. UTILITIES

Each unit owner shall pay for his own telephone, electricity and other utilities which are separately metered or billed to each user by the respective utility company. Utilities which are not separately metered or billed shall be part of the common expenses.

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A. The Board of Directors, acting on behalf of the unit owners, shall insure the condominium property against loss or damage by fire and such other hazards as are covered under standard extended coverage provisions for the full insurable replacement cost of the condominium property.

For purposes of this insurance, condominium property shall be defined as the buildings, all additions and extensions attached thereto; fixtures, machinery and equipment constituting a permanent part and pertaining to the service of the buildings; materials and supplies intended for use in construction, alteration or repair; yard fixtures; detachable building equipment; personal property used for the service or maintenance of the buildings, including fire extinguishing apparatus, floor coverings and outdoor furniture, and including fixtures, installations or additions comprising a part of the buildings within the unfinished interior surfaces of the perimeter walls, floors and ceilings of individual condominium units initially installed, or replacements thereof, in accordance with the original condominium plans and specifications, and including all personal property in which each of the condominium unit owners has an undivided interest. Insurance coverage shall be written in the name of and the proceeds thereof shall be payable to the Association or the Board of Directors as the trustees for the unit owners and their respective mortgagees, if any, as their interests may appear. If agreeable to the insurer, policies shall include provisions that they be without contribution, and that the insurer waives its rights of subrogation as to any claims against the unit owners.

property, the same shall be applied to restore the property to the same condition in which it existed prior to such loss or damage, with each unit and the common elements having the same size, location and dimensions as before. In the event such restoration

or repair shall not be substantially in accordance with the original plans and specifications, such restoration and repair shall require the approval of not less than fifty-one percent (51%) of the total membership of the Association and by not less than fifty-one percent (51%) of the holders of first mortgages on units within the condominium. Upon completion of any such restoration or repair, surplus insurance proceeds, if any, shall be paid to unit owners and their mortgagees as their interest may appear.

- C. In the event of a total destruction of the entire condominium or if a building or buildings are damaged or destroyed rendering two-thirds or more of the units untenantable, the owners of a majority of the units of the condominium may elect to reconstruct or replace the buildings. In the event of such election to reconstruct or replace, the payment of the expense thereof shall be made as provided in the next paragraph hereof. If a majority shall elect not to reconstruct or replace, the condominium may be terminated as provided in Article 19 of this Declaration. In the event of such election to reconstruct or replace, surplus insurance proceeds, if any, shall be paid to unit owners and their mortgagees as their interest may appear.
- D. The net proceeds of any insurance collected shall be made available for the purpose of restoration or replacement. If the insurance proceeds are insufficient to cover the entire expenses of reconstruction or replacement, the additional expense shall be paid by all of the unit owners directly affected by the damage in proportion to the insured valuation of their respective units. If any such unit owner shall refuse to make the required payments, the Board of Directors shall levy an assessment in an amount proportionate to the insured valuation of the unit. The proceeds of such assessments and of the insurance shall be paid to the Association for the purpose of covering the expense of repair and replacement. In the event any unit owner or owners shall fail to respond to the assessment by payment thereof within a reasonable time, the Board shall have the authority to cause such restoration or reconstruction to be accomplished and to charge the proportionate expense thereof, less any applicable

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insurance credits, to such unit owners. The amount thereof shall constitute a lien against the unit, enforceable like other liens hereunder.

- E. The Association shall also have the authority to and shall obtain comprehensive public liability insurance in a minimum amount of \$1,000,000 and workmen's compensation insurance and other liability insurance as it may deem desirable, insuring each unit owner and the Association, the Board of Directors, and managing agent from liability in connection with the common elements. Where agreeable to the insurer, all liability insurance policies shall contain cross-liability endorsements to cover liabilities of the unit owners collectively or to a unit owner individually.
- F. If it shall be determined that the condominium property is located in a special flood hazard area, the Association shall also have the authority to and shall obtain flood insurance in an amount not less than the maximum available coverage under the National Flood Insurance Program for all buildings and other insurable property within the condominium, or full current replacement cost.
- G. The Association shall have the authority and shall maintain fidelity bonds on all officers and directors having authority to control or disburse funds of the Association in an amount equal to a sum equal to three (3) months aggregate assessments on all units and all reserve funds of the Association, or \$10,000, whichever is greater.
- The premiums for all insurance purchased pursuant to the provisions of this article shall be common expenses and shall be paid at least thirty (30) days prior to the expiration date of any policy. If agreeable to the insurer, such policies shall include a provision that coverage will not be terminated for non-payment of premiums without ten (10) days' prior written notice to each unit mortgagee.
- I. In any legal action in which the Association may be exposed to liability in excess of insurance coverage protecting it and the unit owners, the Board of Directors shall give notice

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of the exposure within a reasonable time to all unit owners who may be exposed to the liability and they shall each have the right to intervene and defend.

- J. A copy of each insurance policy obtained by the Association shall be made available for inspection by unit owners or their mortgagees at reasonable times.
- K. Each unit owner shall be responsible for obtaining insurance on the contents of his unit, including his personal property stored elsewhere on the condominium property, and including all additions and improvements made by him to his condominium unit other than fixtures, installations or additions initially installed or replacements thereof in accordance with the original condominium plans and specifications, and his personal liability to the extent not covered by the liability insurance for all of the unit owners obtained as part of the common expenses as above provided.
- L. In undertaking the responsibilities set forth in this Article, the Association is hereby designated and shall be the attorney-in-fact for all unit owners for the purpose of purchasing and maintaining such insurance, including but not necessarily limited to, the collection and appropriate disposition of the proceeds thereof, the negotiation of losses and execution of releases of liability, the execution of all documents, and the performance of all other acts necessary to accomplish the purposes of this Article.

14. MAINTENANCE, REPAIRS AND REPLACEMENT

A. Zach unit owner shall furnish at his own expense and be responsible for all of the maintenance, repairs and replacements within his own unit; provided, however, that such maintenance, repairs and replacements as may be required for the bringing of water, gas and electricity to the unit shall be furnished by the Association as part of the common expenses. Maintenance, repairs

and replacements of the common elements shall be furnished by the Association as part of the common expenses. The Association may provide in its rules and regulations for ordinary maintenance and minor repairs and replacements to be furnished to units by Association personnel at common expense.

- B. If, due to the negligent act or omission of a unit owner, or of a member of his family or household pet or of a guest or other authorized occupant or visitor of such unit owner, damage shall be caused to the common elements or to a unit or units owned by others, or maintenance, repairs or replacements shall be required which would otherwise be at the common expense, then such unit owner shall pay for such damage and such maintenance, repairs and replacements as may be determined by the Association. Maintenance, repairs and replacements to the common elements or the units shall be subject to the rules and regulations of the Association.
- C. To the extent that equipment, facilities and fixtures within any unit or units shall be connected to similar equipment, facilities or fixtures affecting or serving other units or the common elements, then the use thereof by the individual unit owners shall be subject to the rules and regulations of the Association. The authorized representatives of the Association or Board of Directors, or of the manager or managing agent for the building, shall be entitled to reasonable access to the individual units as may be required in connection with maintenance, repair or replacement of the common elements or any equipment, facilities or fixtures affecting or serving other units or the common elements.
- D. Each unit owner shall be responsible for the maintenance, repair and replacement of all windows of his unit and also the doors leading onto the balconies and stairways, if any, adjacent to his unit.
- E. The Association has the irrevocable right to access to each unit during reasonable hours, when necessary for the

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maintenance, repair, or replacement of any common elements or for making emergency repairs necessary to prevent damage to common elements or to another unit or units.

F. The Association shall have the authority to grant permits, licenses and easements over the common areas, and to move or modify the same, for utilities, ingress and egress and for other purposes reasonably necessary or useful for the proper maintenance or operation of the project.

15. ALTERATIONS, ADDITIONS AND IMPROVEMENTS

No alterations to any common elements, or any additions or improvements thereto, shall be made by any unit owner without the prior written approval of the Association.

16. ENCROACHMENTS

If any portion of the common elements shall encroach upon any unit, or if any unit shall encroach upon any portion of the common elements, as the common elements and units are shown by the surveys comprising the plat attached hereto as Exhibit A, there shall be deemed to be mutual easements in favor of the owners of the common elements and the respective unit owners involved to the extent of such encroachments so long as they shall exist.

17. SALE OR LEASE OR OTHER TRANSFER BY A UNIT OWNER -FIRST OPTION TO ASSOCIATION

In order to maintain a community of congenial residents who are financially responsible and thus protect the value of the apartments, the transfer of apartments by any owner other than the Developer shall be subject to the following provisions so long as the Condominium exists and the apartment building in useful condition exists upon the land, which provisions each apartment owner covenants to observe:

A. Transfers Subject to Approval.

- (1) $\underline{\text{Sale}}$. No apartment owner may dispose of an apartment or any interest therein by sale without approval of the Association except to an apartment owner.
- (2) <u>Lease</u>. No apartment owner may dispose of any apartment or any interest thereof by lease without approval of the Association except to an apartment owner.
- (3) <u>Gift, Devise or Inheritance</u>. If any apartment owner shall acquire his title by gift, devise or inheritance the continuance of his ownership of his apartment shall be subject to the approval of the Association.
- B. Approval of Association. The approval of the Association which is required for the transfer of ownership of apartments shall be obtained in the following manner:

(1) Notice to Association.

- (a) Sale. An apartment owner intending to make a bona fide sale of his apartment 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 apartment owner's option may include a demand by the apartment owner that the Association furnish a purchaser, 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.
 - (b) Lease. An apartment owner intending to make a bona fide lease of his apartment shall give to the Association notice of such intention, together with the name and address of the intended lessee, such other information concerning said lease as the Association may reasonably require, and an executed copy of the proposed lease.

- (c) Gift, Devise, Inheritance, Other Transfers. An apartment owner who has obtained his title by gift, devise or inheritance, or by any other manner not heretofore considered shall give to the Association notice of the acquiring of his title, together with such information concerning the apartment owner as the Association may reasonably require, and a certified copy of the instrument evidencing the owner's title.
- (d) <u>Failure to Give Notice</u>. If the notice to the Association herein required is not given, then at any time after receiving knowledge of a transaction or event transferring ownership or possession of an apartment, the Association at its election and without notice may approve or disapprove the transaction or ownership.

(2) Certificate of Approval.

- (a) Sale or Lease. If the proposed transaction is a sale or lease, then within thirty (30) days after receipt of such notice and information the Association must either approve or disapprove the proposed transaction. If approved, the approval shall be stated in a certificate executed by the President and Secretary in recordable form and shall be delivered to the purchaser or lessee and shall be recorded in the Public Records of Pinellas County, Florida, at the expense of the purchaser or lessee.
- If an Apartment owner giving notice has acquired his title by gift, devise or inheritance or in any other manner, then within thirty days after receipt of such notice and information the Association must either approve or disapprove the continuance of the apartment owner's ownership of his apartment. If approved, the approval shall be stated in a certificate executed by the President and Secretary in recordable form and shall be delivered to the

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apartment owner and shall be recorded in the Public Records of Pinellas County, Florida, at the expense of the apartment owner. Provided, however, that the provisions hereof shall not apply to a surviving spouse and such surviving spouse shall not be required to seek approval as provided herein.

- C. <u>Disapproval by Association</u>. If the Association shall disapprove a transfer or ownership of an apartment, the matter shall be disposed of in the following manner:
 - and if the notice of sale given by the apartment owner shall so demand, then within thirty days after receipt of such notice and information the Association shall deliver or mail by certified mail to the apartment owners an agreement to purchase by a purchaser approved by the Association who will purchaser and to whom the apartment owner must sell the apartment upon the following terms:
 - (a) At the option of the purchaser to be stated in the agreement, the price to be paid shall be that stated in the disapproved contract to sell, or shall be the fair market value 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 apartment; and a judgment of specific performance may be entered in any court of competent jurisdiction. The expense of the arbitration shall be paid by the purchaser.
 - (b) The purchaser price shall be paid in cash.
 - (c) The sale shall be closed within thirty days after the delivery or mailing of said agreement to purchaser, or within ten days after the determination of the sales price if such is by arbitration, whichever is the later.

- (d) If the Association shall fail to provide a purchaser upon the demand of the apartment owner in the manner provided, or if a purchaser furnished by the Association shall default in his agreement to purchase, then notwithstanding the disapproval, the proposed transaction shall be deemed to have been approved and the Association shall furnish a Certificate of Approval as elsewhere provided which shall be recorded in the Public Records of Pinellas County, Florida, at the expense of the purchaser.
- (2) <u>Lease</u>. If the proposed transaction is a lease, the apartment owner shall be advised of the disapproval in writing, and the lease shall not be made.
- (3) Gifts, Devise or Inheritance, Other Transfers. If the apartment owner giving notice has acquired his title by gift, devise or inheritance, or in any other manner then within thirty days after receipt from the apartment owner of the notice and information required to be furnished, the Association shall deliver or mail by certified mail to the apartment owner an agreement to purchaser and to whom the apartment owner must sell the apartment upon the terms and conditions as set forth in subsection 17.C.
- D. Exceptions. The foregoing provisions of this section entitled "Sale or Lease or Other Transfer By a Unit Owner First Option to Association" shall not apply to a transfer or to a purchase by a bank, life insurance company or federal savings and loan association which acquires its title as a result of owning a mortgage upon the apartment concerned, and this shall be so whether the title is acquired by deed from the mortgagor or through foreclosure proceedings; nor shall such provisions apply to a transfer, sale or lease by a bank, life insurance company or federal savings and loan association which so acquires its title. Neither shall any of the provisions of this section apply to the sale or lease of any apartment unit by the developer.

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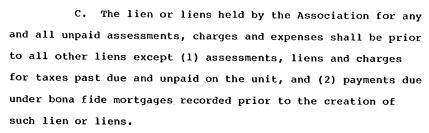
- E. <u>Discrimination Prohibited</u>. The provisions of this Article shall not be utilized for purposes of unlawful discrimination and under no circumstance shall a prospective purchaser or lessee be disapproved upon grounds which would constitute unlawful discrimination. The purpose of this Article shall be to provide a method by which the Association can be notified of all proposed new unit occupants, and to afford an opportunity for the Association to advise the proposed new occupant of the rights, responsibilities and regulations of the community.
- F. Available Documents to Purchasers. The Board of Directors of the Association shall make available current copies of the Declaration of Condominium, Articles of Incorporation, By-Laws, Rules and Regulations, the most recent financial statements and other such documentation to any prospective purchase of a unit.

18. LIABILITIES AND REMEDIES

A. Each unit owner shall promptly pay the monthly assessments against his family unit on ok before the first day of each month, and any and all other assessments, charges and expenses so levied shall bear interest at the maximum legal rate applicable to individuals. No owner may exempt himself from any or all of the monthly assessments or other assessments by non-use or waiver of the use or enjoyment of any of the common elements, or of the facilities of the condominium or of facilities of services of the Association or by abandonment of his unit.

B. All such assessments, charges and expenses levied upon each unit or unit owner shall constitute a lien in favor of the Association against the owner's unit, effective as to the fixed monthly assessment on the first day of each month and as to additional assessments, charges and expenses, if any, as of the date when the expense or charge giving rise thereto was incurred by the Association.

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D. Upon the transfer of title to any unit, by whatever means, all liens thereon, except those which may be assumed with the lienholder's consent, shall be paid out of the sales price or by the transferee. This provision shall not apply to a mortgagee who takes title by foreclosure or by deed in lieu of foreclosure, who shall be liable only for assessments accruing after its ownership commences.

E. The transferee of title to a unit shall be jointly and severally liable with the transferor thereof for any and all amounts owing by the transferor to the Association up to the time of the transfer of title, without prejudice to the transferee's right to recover from his transferor any amount thereof paid by the transferee. The Association shall provide for the issuance to every transferee, upon his request a statement of the amounts due, and the transferee's liability hereunder shall thereupon be limited to the amount stated, except that the purchaser of a unit at a mortgage foreclosure sale, and his successors and assigns, shall not be liable therefor if the mortgagee has given the Association the required notice of default and intent to foreclose.

due to the failure of the unit owner to pay any assessments, charges and expenses, and the assessments, charges and expenses remain unpaid for-more than seven (7) days after they shall have become due and payable, or the unit owner shall in any way default under any provisions of the Condominium Act, this Declaration, the Articles of Incorporation and By-Laws, or the rules and regulations, the Association shall have each and all of the rights and remedies

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which may be provided for in the Condominium Act, this Declaration, or the Articles of Incorporation and the By-Laws, or which may be available at law or in equity, and may prosecute any action or other proceedings against the defaulting unit owner or others or both for enforcement of any and all liens, statutory or otherwise, including foreclosure of its liens in the manner provided for the foreclosure of real estate mortgages and the appointment of a receiver for the unit and the ownership interest of the unit owner, or for damages or injunction of specific performance or judgment for payment of money and collection thereof, or any combination of remedies, or for any other relief.

- G. In the event of default by any unit owner, the Association shall have the authority to correct the default and to do whatever may be necessary for such purpose, and all expenses in connection therewith shall be charged to and assessed against the defaulting unit owner.
- H. All expenses of the Association in the enforcement hereof, whether by legal proceedings or otherwise, including court costs, attorneys' fees and other fees and expenses, shall, in addition to the amount due, be recoverable by the Association against the defaulting unit owner. Such costs, fees and expenses, and all damages, liquidated or otherwise, together with interest thereof at the maximum legal rate chargeable to an individual, shall be charges to and assessed against the defaulting unit owner and be secured by a lien against the unit.
- be exercised at any time and from time to time, cumulatively or otherwise. The Association's rights and remedies may be waived only by written authority of the Board of Directors, and any such waiver shall not constitute a continuing waiver or be renewed or extended without such written authority.

19. TERMINATION OR CONDEMNATION

A. <u>Termination</u>. The condominium form of ownership may be terminated only by the agreement of all unit owners and all

mortgagees of record. Such termination shall become effective when an instrument executed by all such owners and mortgagees in the manner required for the conveyance of land in Florida evidencing the termination has been recorded in the public records of Pinellas County, Florida, and the unit owners shall have executed and delivered deeds conveying all of the property to the Association. The Association shall endeavor to sell the condominium property, and shall hold the proceeds of sale in trust for the benefit of the unit owners and mortgagees. In the event that termination occurs after a casualty loss, the insurance proceeds shall be combined with the proceeds of sale. After providing for all necessary costs and expenses, including court costs and reasonable attorneys' fees in the event of litigation necessary to complete the termination and sale, the unit owners and their mortgagees shall have an undivided interest in the accumulated proceeds of sale and in any common surplus of the condominium in accordance with the percentages or fractions of ownership in the common elements set forth in this Declaration. Membership in the Association of each unit owner shall thereafter have no further interest in the Association.

B. Condemnation. The Association shall represent the unit owners in any condemnation proceedings or in negotiations, settlements and agreements with the condemning authority for acquisition of the common areas, or part thereof. In the event of a taking or acquisition of part or all of the common areas by a condemning authority, the award or proceeds of settlement shall be payable to the Association for the use and benefit of the unit owners and their mortgagees as their interest may appear.

20. DEVELOPER'S PRIVILEGES

Said Developer shall have the right to transact on the condominium property any business necessary to consummate sale of units, including, but not limited to, the right to maintain models,

have signs, employees in the office, use the common elements and to show units. A sales office, signs and all items pertaining to sales, shall not be considered common elements and shall remain the property of the Developer. In the event there are unsold units, the Developer retains the right to be the owner thereof, under the same terms and conditions as other owners save with his right to sell, rent or lease as contained in this paragraph.

The Developer shall not be liable for the payment of common expenses in respect of any unit, so long as during such period of time that employees and/or designees of the Developer constitute a majority of the Directors of the Association and the Developer guarantees that the assessments for common expenses shall not increase over the dollar amount stated in the budget submitted as a part of the offering prospectus for the condominium. The Developer hereby undertakes and guarantees to pay all actual common operating expenses incurred during such period of time as are in excess of the amount stated in said budget, which amount represents an aggregate of the sums to be collected from all unit owners other than the Developer, during such period of time.

The Developer shall have the right to change the configuration or size of any unit owned by the Developer or to change the size or configuration of any condominium unit proposed for a subsequent phase of this condominium.

22. AMENDMENTS

be amended from time to time upon the approval of such amendment or amendments by the Association pursuant to a resolution or written consent approving such amendment or amendments adopted or given by not less than sixty-seven percent (67%) of the unit owners, except where otherwise required by the Condominium Act or this Declaration. No amendment changing the size or dimensions of a unit shall be effective unless consented to by the unit owner, and no amendment which affects the rights, privileges or interests of the Developer shall be effective without its prior written consent. All amendments to this Declaration shall be recorded.

B. Mortgagee Consent. No amendment shall change or modify the provisions of this Declaration of Condominium which govern the voting rights of members, assessments, assessment liens or subordination of such liens, reserves for maintenance, repair or replacement, insurance or fidelity bonds or any provision which is for the express benefit of any first mortgagee holder, insurer or guarantor, unless not less than fifty-one percent (51%) of such first mortgage holders shall have first approved such amendment. No amendment may change the size or configuration of any condominium unit in any material fashion, materially alter or modify the appurtenances to the unit, or change the proportion of percentage by which the owner of the parcel shares the common expenses or owns the common surplus unless all record owners of units and all record holders of first mortgages approve the amendment.

22. NOTICES

Notices provided for in the Condominium Act, Declaration, Articles of Incorporation or By-Laws shall be in writing, and shall be addressed to the Association or to any unit owner at the mailing address of the condominium property in Pinellas County, Florida, or at such other address as may hereafter be provided. The Association or Board of Directors may designate a different address or addresses for notices to them, respectively, by giving written notice of such change of address to all unit owners at such time. Any unit owner may also designate a different address or addresses for notices to him by giving written notice of his change or address to the Association. Notice addressed as above shall be deemed delivered when mailed by United States or when delivered in person with written acknowledgment of the receipt thereof, or, if addressed to a unit owner, when deposited in his mail box in the building or at the door of this unit in the building. The post office certificate of mailing shall be retained as proof of such mailing.

23. SEVERABILITY

If any provision of this Declaration, the Articles of Incorporation or By-Laws shall be held invalid, it shall not affect the validity of the remainder of the Declaration, Articles and the By-Laws.

24. USE RESTRICTIONS

A. A unit shall be occupied and used only as a private single family residence and for no other purpose. For purposes hereof, single family residence shall further be defined to mean that no more than four (4) persons shall occupy a one bedroom apartment and no more than six (6) persons shall occupy a two bedroom apartment.

B. The unit may not be used for transient or motel purposes. No lease or rental of a unit shall be made for a period of less than thirty (30) days and all lease or rental agreements shall be writing.

C. No unit may be used for transient or hotel purposes.

D. No person under fourteen (14) years of age may occupy a unit. For the purposes of this section children under the age of fourteen (14) shall be permitted to visit the community for a period not to exceed thirty (30) consecutive days. Any child residing in the community for a period longer than that time shall be deemed a permanent resident and in violation of this section.

or greater shall be permitted in the condominium or upon the condominium properties.

These restrictions shall not apply to the developer or its successor or assignee or assignees in the capacity of the developer or to the Association.

25. RIGHTS AND OBLIGATIONS

A. <u>Unit Owners</u>. The provisions of this Declaration, the Articles of Incorporation and the By-Laws, and the rights and

obligations established thereby, shall be deemed to be covenants running with the land so long as the property remains subject to the provisions of the Condominium Act and shall inure to the benefit of and be binding upon each and all of the unit owners and their respective heirs, representatives, successors, assigns, purchasers, lessees, grantees, and mortgagees. By the recording or the acceptance of a deed conveying a unit or any interest therein, or any ownership interest in the property whatsoever, the person to whom such unit or interest is conveyed shall be deemed to accept and agree to be bound by and subject to all of the provisions of the Condominium Act, this Declaration, the Articles of Incorporation and the ByLaws.

- Mortgagees. Upon written request to the Association, identifying the name and address of the holder, insurer or quarantor and the unit number, any such holder, insurer or guarantor shall be entitled to timely written notice of:
 - (1) Any condemnation loss or any casualty loss affecting a material portion of the project or any unit on which their mortgage is held, insured, or guaranteed;
 - (2) Any delinquency in the payment of assessments or charges by an owner of a unit subject to a first mortgage held, insured or guaranteed by such person, which remains uncured for a period of sixty (60) days; or
 - (3) Any lapse, cancellation or material modifications of any insurance policy or fidelity bond maintained by the Association.

Signed, sealed and delivered n the presence of:

GREEN DOLPHIN CORPORATION

By: Yearh)

Suith C. Sumann andra S. Carlson

STATE OF TOWA COUNTY OF Johnson The foregoing Declaration of Condominium was acknowledged before me this <u>2144</u> day of <u>TANGARY</u>, 1982, by FRANK J. EICHER, the President of GREEN DOLPHIN CORPORATION on behalf of the corporation. My commission expires: 9-30-82

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JOINDER AND CONSENT OF MORTGAGEE DECLARATION OF CONDOMINIUM

GREEN DOLPHIN PARK MID-RISE, A CONDOMINIUM

COMES NOW, FIRST FEDERAL SAVINGS AND LOAN ASSOCIATION OF TARPON SPRINGS, by and through its undersigned officers, the mortgagee on the real property submitted to the Declaration of Condominium of GREEN DOLPHIN PARK MID-RISE, A CONDOMINIUM, and does hereby consent to or ratify the recording of the aforesaid Declaration of Condominium and agrees to the subdivision of said real property in accordance with the aforesaid Declaration of Condominium.

DONE AND EXECUTED this 22th day of January, 1983.

FIRST FEDERAL SAVINGS AND LOAN ASSOCIATION OF TARPON SPRINGS

Vice President

Assistant Secretary

STATE OF FLORIDA COUNTY OF PASCO

I HEREBY CERTIFY that before me this 27th day of January, 1983, personally appeared D. W. TUTTLE and MARGARET F. SHIRE, the Vice President and Assistant Secretary, respectively, of FIRST FEDERAL SAVINGS AND LOAN ASSOCIATION OF TARPON SPRINGS, to me known to be the persons described in and who executed the foregoing instrument and acknowledged the execution thereof to be their free act and deed as such officers for the uses and purposes therein mentioned.

WITNESS my hand and official seal this 2)th day of January, 1983.

My commission expires:

MOTARY FUELIC STATE OF FLORIDA AT LARGE MY COMMISSION EXPIRES MAR 21 1985 EONDED THEU GOVERNAL ING , UNDERWELLERS

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DOLPHIN PARK MID-RISE CONDOMINION

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CITY OF TARPON SPRINGS, PINELLAS COUNTY, FLORIDA

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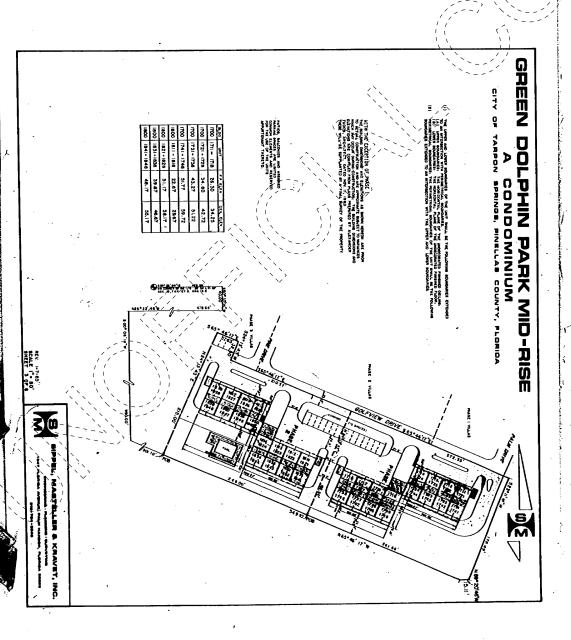
SIPPEL, MASTELLER & KRAVET, INC.

EXHIBIT A

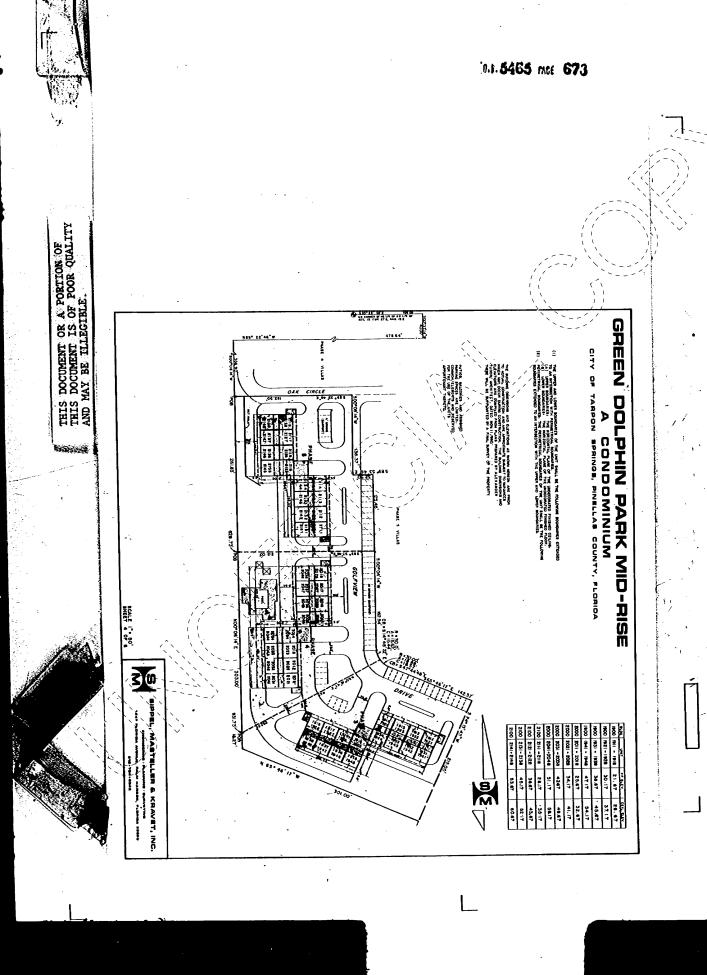
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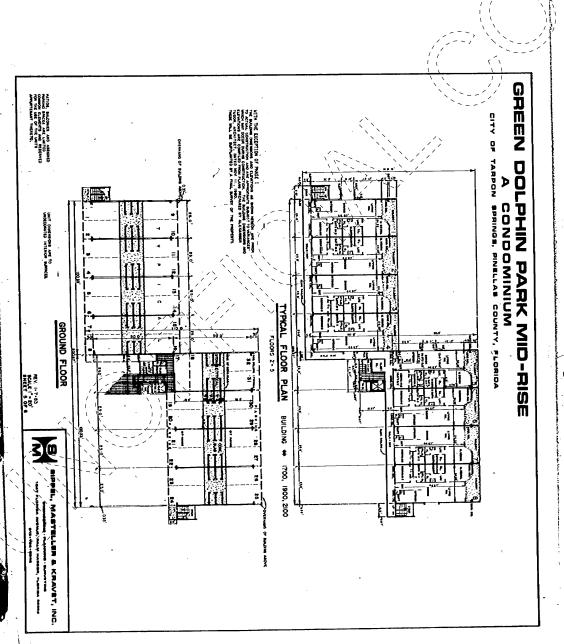


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