AMENDED DECLARATION OF CONDOMINIUM OF HARBOUR HILL CONDOMINIUM APARTMENTS A CONDOMINIUM, PINELLAS COUNTY, FLORIDA

MADE the day last appearing in the body of this Declaration of EMPIRE ASSOCIATES, INC., a Florida corporation, for itself, its successors, grantees and assigns, herein called "Developer."

WHEREIN, the Developer makes the following declarations:

1. **Purpose**. The purpose of this Declaration is to submit the lands described and improvements described and to be constructed thereon to the condominium form of ownership and use in the manner provided in Chapter 718 of the Florida Statutes, as amended and renumbered from time to time, herein called the "Condominium Act."

2. **Name**. The name by which this condominium is to be identified is: **HARBOUR HILL CONDOMINIUM APARTMENTS, A CONDOMINIUM.**

3. **Property Submitted to Condominium Form of Ownership**. The following property is hereby submitted to the condominium form of ownership:
   (a) **The Land**. The lands, owned by the Developer, lying and being situate in Pinellas County, Florida, as more particularly set forth in "Exhibit A" attached hereto, which lands are herein called the "land."

2. **Definitions**. The terms used herein and in the Bylaws shall have the meaning stated in the Condominium Act and as follows, unless the context otherwise requires:

   1. **Apartment**. Apartment means unit as defined by the Condominium Act.

   2. **Apartment Owner**. Apartment owner means unit owner as defined by the Condominium Act.

   3. **The Association**. The Association means **HARBOUR HILL CONDOMINIUM APARTMENTS ASSOCIATION, INC.**

   4. **Common Elements**. Common elements shall include:

      (a) the condominium property not included in the apartments;

      (b) tangible personal property required for the maintenance and operation of the common elements even though owned by the Association; and

      (c) other items as stated in the Condominium Act.

5. **Limited Common Element.** Limited Common Element is a portion of the Common Elements for the exclusive use of one owner, including but not limited to balconies, storage units, and parking spaces.

6. **Common Expenses**. Common expenses shall include:

   (a) expenses of administration and management of the condominium property;

   (b) expenses of maintenance, operation, repair or replacement of common elements;

   (c) expenses declared common expenses by the provision of this Declaration or Bylaws; and

   (d) any valid charge against the condominium as a whole.

7. **Condominium Property**. Condominium property means and includes the land and all improvements thereon and all assessments and rights of way appurtenant thereto intended for use in connection with the condominium.

8. **Reasonable Attorneys Fees**. Reasonable attorneys fees means and includes reasonable fees for the services of attorneys at law whether or not judicial or administrative proceedings are involved and if judicial or administrative proceedings are involved, then of all appellate or administrative review of the same.

9. **Singular, Plural, Gender**. Whenever the context so permits, the use of the singular shall include the plural and the plural genders.

10. **Utility Services**. Utility services as used in the Condominium Act and construed with reference to this condominium and as used in the Declaration and Bylaws shall include, but not be limited to electric power, water, trash, and sewage disposal.

3. **Development Plan.** The Condominium is described and established, as follows:

1. **Plat Plans and Floor Plans**. A survey of the land showing the same, the private roads, certain easements, the apartment building and other improvements placed thereon, entitled "plat plan" is attached hereto with the identification "Exhibit B."

2. **Easements**. Each of the following easements is a covenant running with the land of the Condominium, and notwithstanding any of the other provisions of this Declaration, may not be amended or revoked and shall survive the termination of the Condominium and the exclusion of any of the lands of the Condominium from the Condominium:

   (a) **Utilities**. As may be required for utility services in order to adequately service the Condominium and to adequately serve the Condominium property; provided however, easements through an apartment shall only be according to the plans and

specifications for the building containing the apartment or as the building is actually constructed, unless approved, in writing by the apartment owner.

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

(c) **Access by Private Road**. Ingress and egress to the land shall be by private road. The share of the Condominium in the expense of maintenance and repair of such private road is a common expense.

3. **Apartment Building**. The Condominium includes an apartment building which is designated **HARBOUR HILL CONDOMINIUM APARTMENTS**.

4. **Other Improvements**. The Condominium includes automobile garages, parking areas and landscaping areas located substantially as indicated upon said plot plan survey and which are a part of the common elements.

5. **Common Elements**. Common elements shall include everything contained within the definition thereof set forth in Par. 2.4 hereof.

6. **Easement for Unintentional and Non-Negligent Encroachments**. If an apartment shall encroach upon any common element or upon any other apartment by reason of original construction, or by the unintended or non-negligent act of the apartment owner, then an easement appurtenant to such common element, to the extent of such encroachment, shall exist so long as such encroachment shall exist.

7. **Apartments – Boundaries**. Each apartment shall include that part of the apartment building containing the apartment which lies within the boundary of the apartment, which boundaries are the interior surfaces of its perimeter walls, bearing walls, floors, ceilings, windows, window frames, doors and door frames and trim. Where there is a balcony serving only the apartment being bounded, such boundaries shall go to the surfaces of the walls, floor and overhead forming the interior of such balcony.

4. **The Apartment Building**.

1. **Plans**. The apartment building has nine (9) floors.

2. **Apartments**. The apartments in the building are identified and briefly described in "Exhibit D," attached hereto. The locations and boundaries of each apartment in each apartment building are more particularly described therein.

3. **Appurtenances to Each Apartment**. The owner of each apartment shall own a share and certain interests in the Condominium property which are appurtenant to his apartment, which include but are not limited to the following items as indicated;

   (a) **Common Elements**. The undivided share in the land and other common elements which is appurtenant to each apartment, according to proportions set forth in "Exhibit D," attached.

   (b) **Association**. The membership of each apartment owner in the Association and the interest of each apartment owner in the funds and assets held by the Association.

   (c) **Common Community Facility**. The right to use, occupy and enjoy the common facilities designated as Harbour Room, Sundeck and Balcony on the ninth floor of Condominium at no expense.

   (d) **Exterior Storage Space**. Exterior storage space, which is near to each of the condominium units and is assigned a number to coincide with the condominium unit number. The storage room doors are part of the Common Element.

   (e) **Parking Space**. One designated parking space in the parking garage.

4. **Liability for Common Expenses and Share of Common Surplus**. Each apartment owner shall be liable for a proportionate share of the common expense and shall be entitled to a share of the common surplus, as set forth in "Exhibit D," attached. The foregoing right to a share of the common surplus does not include the right to withdraw or require payment or distribution of the same.

5. **Maintenance, Alteration and Improvement**. Responsibility for the maintenance of the Condominium property and restrictions upon the alteration and improvement thereof shall be as follows:

   1. **Common Elements**.

      (a) **By the Association**. The maintenance and operation of the common elements shall be the responsibility of the Association and a common expense.

      (b) **Alteration and Improvement**. There shall be no material alteration or further improvement of the condominium property without the prior approval, in writing, of 75% of all voting members present and voting either in person or by proxy at a properly called meeting of the Members, and the approval of the Association Board of Directors. 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 apartment owner without his consent.

   2. **Apartments**.

(a) **By Association**. The Association shall maintain, repair and replace as a common expense of the apartment building containing an apartment:

(1) All portions of the apartment contributing to the support of the apartment building, which portions shall include but not be limited to the outside walls of the apartment building and all fixtures on the exterior thereof, boundary walls of an apartment, floors and ceiling slabs, loadbearing columns and loadbearing walls, and also painting of the outside surface of exterior entry doors, but shall not include screening, windows, exterior entry doors (except for painting), sliding glass doors, glass and interior surfaces of walls, ceilings and floors.

(2) All conduits, rough plumbing (but not fixtures), wiring and other facilities for the furnishing of utility services which are contained in an apartment, but which service all or parts of the building other than the apartment within which contained.

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

(b) **By the Apartment Owner**. The responsibility of the apartment owner shall include:

(1) To maintain, repair and replace at his sole and personal expense, all doors, windows, glass, screens, electric panels, electric wiring, electric outlets and fixtures, air-conditioners, heaters, hot water heathers, refrigerators, dishwashers, other appliances, drains, plumbing fixtures and connections, interior surfaces of all walls, including boundary and exterior walls, floors and ceilings, and all other portions of his apartment except the portions specifically to be maintained, repaired and replaced by the Association.

(2) Not to enclose, paint or otherwise add permanent decorations or change the appearance of any portion of the exterior of the apartment building, with the exception of decorative floor coverings on balconies which are subject to approval by the Board and any specifications in force at the time and with the further exception that the owner may hang items on the walls as long as they can be easily removed. No items may be hung from the balcony ceilings.

(3) To ensure removal of said items from the balcony in the event of an approaching storm or time away from the apartment greater than 14 days.

(4) To hold the association harmless from any damage caused by said items.

(5) To promptly report to the Association any defect or need for repairs, the responsibility for the remedying of which is that of the Association according to this Declaration.

(c) **Alteration and Improvement**. Subject to the other provisions of 5.2 and which in all cases shall supersede and have priority over the provisions of this subsection when in conflict therewith, an apartment owner may make such alteration or improvement to his apartment at his sole and personal cost as he may be advised, provided all work using power tools or other noise making devices shall be done Monday through Saturday between 8 a.m. and 6 p.m., except in the case of emergency, and without disturbing the rights of other apartment owners and further provided that an apartment owner shall make no material changes or alterations to any interior boundary wall, exterior wall, screening, exterior door, windows, structural or loadbearing member, electrical service or plumbing service, without first obtaining the approval of the Board of Directors of the Association and according to any specifications in force at the time. A building permit shall be required, consistent with local ordinances, where changes in plumbing, electrical, or heating and air conditioning are proposed and all work shall be performed by a professional who is licensed in the occupation in which changes are to be made.

3. **Alterations and Improvements – General**. Neither an apartment owner nor the Association shall make any alteration in the portions of an apartment or the apartment building which are to be maintained by the Association or remove any portion thereof or make any additions thereto or do anything which would jeopardize the safety or soundness of the apartment building or impair any easement without the approval in writing of 75% of all voting members present and voting either in person or by proxy at a properly called meeting of the Members and the approval of the Board of Directors of the Association. A copy of plans for all such work prepared by an architect licensed to practice in Florida shall be filed with the Association prior to the granting of such approval and the start of the work.

   Notwithstanding the foregoing, adjacent side by side apartments may be joined if the following requirements are met:

   (a) A copy of plans for the joinder of apartments prepared by an architect licensed to practice in Florida shall be filed with the Association prior to the granting of approval and the start of the work.

   (b) No exterior alterations may be made to the building or the joined apartments, and the joinder of apartments shall not jeopardize the safety or soundness of the apartment building.

(c) The joinder of apartments must be approved by the Board of Directors of the Association.

(d) After the joinder is complete, the assessment would be calculated on the total square footage of the apartment (equal to the square footage of the previously separate apartments). The unit would be entitled to one ownership vote. The unit would be assigned one regular and one "extra" mailbox, and both parking spaces previously assigned to the separate units.

6. **Assessments**. The making and collection of assessments against apartment owners for common expenses shall be pursuant to the Bylaws and subject to the following provisions:

1. **Share of Common Expenses**. Each apartment owner shall be liable for a proportionate share of the common expenses and shall share in the common surplus, as set forth in "Exhibit D," but the same shall not vest or create in any apartment owner the right to withdraw or receive distribution of his share of the common surplus.

2. **Payments**. Assessments and installments are due on the first of each month and are delinquent on the 16th day. All sums not paid on or before the 15th of each month shall be subject to a late charge of $ 25.00, or other sums as may from time to time be fixed and determined by the Board of Directors. All payments on account shall be first applied to late charges and then to the assessment payment first due. If any installment of an assessment is not paid on or before thirty (30) days after the due date, the Board of Directors may declare the entire assessment as to the delinquent owner then due and payable in full as if so originally assessed.

3. **Lien for Assessment**. The Association shall have a lien on each apartment for any unpaid assessments and for interest thereon against the owner thereof, which lien shall also secure reasonable attorneys' fees incurred by the Association incident to the collection of such assessment or enforcement of such lien. Said lien shall be effective from and after the time of recording in the Public Records of Pinellas County, Florida, a claim of lien stating the description of the apartment, the name of the record owner thereof, the amount due and the date when due, and the lien shall continue in effect until all sums secured by the lien shall have been fully paid. Such claims of lien shall be signed and verified by an officer of the Association or by the Managing Agent of the Association. Upon full payment the party making payment shall be entitled to a recordable satisfaction of lien. Such liens shall be subordinate to the lien of any mortgage or other liens recorded prior to the date of recording the claim of lien. Liens for assessment may be foreclosed by suit brought in the name of the Association in like manner as a foreclosure of a mortgage on real property. In any such foreclosure, the owner of the apartment shall be required to pay a reasonable rental for the apartment and the Association shall be entitled as a matter of law, to the appointment of a receiver to collect the same. The Association may also sue to recover a money judgment for unpaid assessments without waiving the lien securing the same. Where the mortgagee of a first mortgage of record or other purchaser of an apartment obtains title to the apartment as a result of the foreclosure of the first mortgage, or where a mortgagee of a first mortgage of

record obtains title to the apartment as a result of a conveyance in lieu of foreclosure of the first mortgage, such acquirer of title, its successors, and assigns, shall not be liable for the share of the common expenses or assessments by the Association pertaining to such apartment or chargeable to the former owner of such apartment which became due prior to acquisition of title in the manner above provided. Such unpaid share of common expenses or assessments shall be deemed to be expenses collectible from all the apartment owners including such acquirer, its successors and assigns.

7. **Association**. The operation of the Condominium shall be by **HARBOR HILL CONDOMINIUM APARTMENTS, A CONDOMINIUM ASSOCIATION, INC.,** a non-profit corporation, organized pursuant to Section 711.12, Florida Statutes, as Amended, and Chapter 617, Florida Statutes. A copy of its Articles of Incorporation is attached as "Exhibit E," and made a part hereof.

    1. **Powers**. The Association shall have all the powers and duties reasonably necessary to operate the Condominium as set forth in this Declaration, the Bylaws and the Articles of Incorporation of the Association, and as the same may be amended. It shall also have all the powers and duties of an association as set forth in the Condominium Act; the power to acquire and enter into agreements whereby it acquires leaseholds, memberships and other possessory or use interest in lands of facilities, whether or not contiguous to the lands of the Condominium, intended to provide for the enjoyment, recreation or other use or benefit of apartment owners and to declare the expenses of rental, membership fees, operations, replacements and other undertakings in connection therewith to be common expenses and may make covenants and restrictions concerning the use of the same by apartment owners and such other provisions not inconsistent with the Condominium Act as may be desired; and the power to contract for the management of the Condominium and to delegate to the contractor all the powers and duties of the Association, except such as are specifically required by this Declaration or by the Bylaws to have the approval of the Board of Directors or the Membership of the Association.

    2. **Bylaws**. The Bylaws of the Association are as set forth in attached "Exhibit F," and made a part hereof.

    3. **Limitation Upon Liability of Association**. Notwithstanding the duty of the Association to maintain and repair parts of the Condominium property, the Association shall not be liable for injury or damage, other than the cost of maintenance and repair, caused by any latent condition of the property to be maintained and repaired by the Association, or caused by the elements or other owners or persons.

8. **Insurance**. Insurance other than title insurance, which shall be carried upon the Condominium property and the property of the apartment owners, shall be covered by the following provisions:

    1. **Authority to Purchase**. All insurance policies upon the Condominium property shall be purchased by the Association for the benefit of the Association, and in the case of insurance covering damage to the apartment building and its appurtenances, also for the

benefit of apartment owners and their mortgagees as their interest may appear, and provision shall be made for the issuance of certificates of mortgagee endorsements to the mortgages of apartment owners. In the case of insurance policies covering damage to apartment buildings and their appurtenances, the kind of such policies shall be subject to the approval of the bank, life insurance company or savings and loan association holding the greatest dollar amount of first mortgages against apartments in the Condominium. Such policies and endorsements thereon shall be deposited with the Insurance Trustee. It shall not be the responsibility or duty of the Association to obtain insurance coverage upon the personal liability, personal property or living expenses of any apartment owner, but the apartment owner may obtain such insurance at his own expense, provided such insurance may not be of a nature to affect policies purchased by the Association.

2. **Coverage**.

(a) **Casualty**. All buildings and improvements upon the land and all personal property included in the common elements shall be insured in an amount equal to the maximum insurable replacement value, excluding foundation and excavation costs, as determined by the Board of Directors of the Association. Such coverage shall afford protection against:

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

(b) **Public Liability**. In such amounts and such coverage as may be required by the Board of Directors of the Association and with cross liability endorsement to cover liabilities of the apartment owners as a group to an apartment owner.

(c) **Workmen's Compensation Policy**. To meet the requirements of law.

(d) **Other**. Such other insurance as the Board of Directors of the Association shall determine from time to time to be desirable.

3**. Premiums**. Premiums for insurance shall be a common expense. Premiums shall be paid by the Association.

4. **Insurance Trustee Share of Proceeds**. All property casualty insurance policies purchased by the Association shall be for the benefit of the Association and the apartment owners and their mortgagees as their interests may appear and shall provide that all proceeds covering property losses shall be paid to an Insurance Trustee, being an

institution having offices in Pinellas County, Florida, and possessing trust powers, as may from time to time be approved by the Board of Directors of the Association, which Trustee is herein referred to as "Insurance Trustee;" provided, however, that the foregoing right of the Board of Directors to select the Insurance Trustee shall be subject to the approval of the bank, insurance company or savings and loan association holding the greatest dollar amount of first mortgages against apartments in the Condominium. The duty of the Insurance Trustee shall be to receive such proceeds as are paid and hold the same in Trust for the purposes elsewhere stated herein, and for the benefit of the Apartment owners and their mortgagees in the following shares, but which shares need not be set forth on the records of the Insurance Trustee:

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

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

(1) When the apartment building is to be restored for the owners of damaged apartments in proportion to the cost of repairing the damage suffered by each apartment owner, which cost shall be determined by the Board of Directors of the Association.

(2) When the apartment building is not to be restored – for the owners of apartments in such building in undivided shares being the same as their respective shares in the common elements.

(c) **Mortgages**. In the event a mortgagee endorsement has been issued as to an apartment, the share of an apartment owner shall be held in Trust for the mortgagee and the apartment owner as their interests may appear; provided, however, that the mortgagee shall have the right to determine or participate in the determination as to whether or not any damaged property shall be reconstructed or repaired.

5. **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) **Expense of Trust**. All expenses of the Insurance Trustee shall be first paid or provisions made therefor.

(b) **Reconstruction or Repair**. If the damage for which the proceeds are paid is to be repaired or reconstructed, the remaining proceeds shall be paid to defray the cost thereof as elsewhere provided. Any proceeds remaining after defraying such costs shall be distributed to the beneficial owners, remittances to apartment

owners and mortgagees being payable jointly to them. This is a covenant for the benefit of any mortgagee of an apartment and may be enforced by such mortgagee.

(c) **Failure to Reconstruct or Repair**. If it is determined in the manner elsewhere provided, that the damage for which the proceeds are paid shall not be reconstructed or repaired, the remaining proceeds shall be distributed to the beneficial owners, remittances to apartment owners and their mortgagees being payable jointly to them. This is a covenant for the benefit of any mortgagee of an apartment and may be enforced by such mortgagee.

(d) **Certificate**. In making distribution to apartment owners and their mortgagees, the Insurance Trustee may rely upon a Certificate of the Association, made by its President and Secretary, or by the Association's Managing Agent as to the names of apartment owners and their respective shares of the distribution.

6. **Association as Agent**. The Association is hereby irrevocably appointed agent, with full power of substitution, for each apartment owner and for each owner of any other insured interest in the condominium property to adjust all claims arising under insurance policies purchased by the Association, to bring suit thereon in the name of the association and/or other insureds and deliver releases upon payments of claims, and to otherwise exercise all of the rights, powers and privileges of the Association and each owner of any other insured interest in the condominium property as an insured under such insurance policies.

9. **Reconstruction or Repair After Casualty**.

1. Determination to Reconstruct or Repair. If any part of the condominium property shall be damaged by casualty, whether it shall be reconstructed or repaired or not, shall be determined in the following manner:

(a) **Common Elements**. If the damaged improvement is a common element, the same shall be reconstructed or repaired unless the damages to the apartment building containing such common element extend to apartments contained within such building, in which case the provisions relative to reconstruction and repair of the apartment building, as elsewhere herein provided, shall pertain.

(b) **Apartment Building**.

(1) **Partial Destruction**. If the damaged improvement is the apartment building and less than 90 percent of the amount of insurance applicable to such apartment building is forthcoming by reason of such casualty, then the apartment building shall be reconstructed and repaired unless 75 percent of the owners of the apartments contained within such building and all mortgagees, being banks, savings and loan associations, and insurance companies, holding first mortgages upon apartments contained within such

building shall within 60 days after casualty agree, in writing, that the same shall not be reconstructed or repaired.

(2) **Total Destruction**. If the damaged improvement is the apartment building and 90 percent or more of the amount of casualty insurance applicable to such apartment building is forthcoming by reason of such casualty, the apartment building shall not be reconstructed or repaired unless within 60 days after casualty 51 percent of the owners of the apartments contained within such building and all mortgagees being banks, savings and loan associations, and insurance companies, holding first mortgages, upon apartments contained within such building shall within 60 days after casualty agree, in writing, that the same shall be reconstructed or repaired.

(c) **Certificate**. The Insurance Trustee may rely upon a certificate of the Association made by its President and Secretary or Managing Agent to determine whether or not the apartment owners, where so provided, have made a decision whether or not to reconstruct or repair.

2. **Plans and Specifications**. Any reconstruction or repair must be substantially in accordance with the plans and specifications of the original building and improvements; or if not, then according to plans and specifications approved by the Board of Directors of the Association and if the damaged property is the apartment building, by the owners of all damaged apartments therein, which approvals shall not be unreasonably withheld.

3. **Responsibility**. If the damage is only to those parts of apartments for which the responsibility of maintenance and repair is that of apartment owners, then the apartment owners 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.

4. **Estimate of Costs**. When the Association shall have the responsibility of reconstruction or repair, prior to the commencement of reconstruction and repair, the Association shall obtain reliable and detailed estimates of the cost to repair or rebuild.

5. **Assessments for Reconstruction and Repair**.

(a) **Common Elements**. Assessments shall be made against all apartment owners in amounts sufficient to provide funds for the payment of the cost of reconstruction and repair of common elements. Such assessments shall be in proportion to each apartment owner's share in the common elements.

(b) **Apartments**. Assessments shall be made against the apartment owners who own the damaged apartments in sufficient amounts to provide for the payment of such costs of reconstruction and repair. Such assessments against apartment owners for damage to apartments shall be in proportion to the cost of reconstruction and repair of their respective apartments.

6. **Construction Funds**. The funds for the payment of costs for reconstruction and repair after casualty, which shall consist of the proceeds of insurance held by the Insurance Trustee and funds collected by the Association from assessments against apartment owners shall be disbursed in payment of such costs in the following manner:

   (a) **By Whom Held**. If the total of assessments made by the Association in order to provide funds for the payment of reconstruction and repair which is the responsibility of the Association is more than $10,000.00, 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 shall disburse the same in payment of the costs of reconstruction and repair.

   (b) **Insurance Trusts**. The proceeds of insurance collected on account of a casualty and the sums deposited with the Insurance Trustee by the Association from collection of assessments against apartment 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:

      (1) **Apartment Owner**. The portion of insurance proceeds representing damage for which the responsibility of reconstruction and repair lies with an apartment owner, shall be paid by the Insurance Trustee to the apartment owner or if there is a mortgagee endorsement as to such apartment, then to the apartment owner and the mortgagee jointly, who may use such proceeds as they may be advised.

      (2) **Association – Lesser Damage**. If the amount of the estimated cost of reconstruction and repair which is the responsibility of the Association is less than $10,000.00, then the construction fund shall be disbursed in payment of such costs upon the order of the Association.

      (3) **Association – Major Damage**. If the amount of the estimated costs of reconstruction and repair which is the responsibility of the Association is more than $10,000.00, then the construction fund shall be disbursed in payment of such costs in the manner required by the Board of Directors of the Association and upon approval of an architect qualified to practice in Florida and employed by the Association to supervise the work.

      (4) **Certificate**. Notwithstanding the provisions herein, the Insurance Trustee shall not be required to determine whether or not sums paid by apartment 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 upon approval of an architect or otherwise, nor whether a disbursement is to be made from the construction fund, nor to determine whether surplus funds to be distributed are less than the assessments paid by owners, nor to determine any other fact or matter relating to its duties hereunder. Instead, the Insurance Trustee may rely upon a certificate of the

Association made by its President and Secretary or the Association's Managing Agent 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 herein required to be named as payee, the Insurance Trustee shall also name the mortgagee as payee; and further provided that when the Association, or a mortgagee which is the beneficiary of an insurance policy the proceeds of which are included in the construction fund, so required, the approval of an architect named by the Association shall be first obtained by the Association.

10. **Restrictions**. The use of the condominium property shall be in accordance with the following provisions:

1. **Residential Use**. The lands of the condominium and all improvements constructed thereon shall be for residential use only and no portion of such lands or improvements shall be used for business or commercial purposes. No structures shall be constructed upon the lands other than apartment buildings or other structures intended for residential use and appurtenances thereto. Each apartment or other residential living unit shall be occupied only as a residence, and for no other purpose whatever. No apartment may be divided or subdivided into a small unit, or any portion thereof sold or otherwise transferred without first amending this Declaration in accordance with the provisions of 10 and 14 to show the changes in the apartment or residential living unit to be affected thereby.

2. **Housing for Older Persons.** It is intended by the unit owners that the Condominium shall be exempt from the provisions regarding "familial status" in the Fair Housing Amendments Act of 1988, as "housing for older persons". Therefore:

(a) At least one person residing in at least ninety (90%) percent of the units must be fifty-five (55) years of age or older.

(b) Notwithstanding the foregoing, the Board of Directors in its sole discretion may establish hardship exceptions to permit individuals between the ages of eighteen (18) and fifty-five (55) to reside in the Condominium (without another person who is fifty-five (55) years of age or older), only for the purpose of allowing surviving spouses or heirs who are between the ages of eighteen (18) and fifty-five (55) to occupy the unit, provided that such a hardship exception shall not be granted if it would result in less than eighty percent (80%) of the units in the Condominium having no person who is 55 years of age or older.

(c) The Condominium publishes and adheres to policies and procedures that demonstrate the intent to be housing for older persons.

(d) The housing facility or community complies with rules made by the Secretary of the United States Department of Housing and Urban Development for verification of occupancy.

(e) The Condominium may still be considered housing for older persons even if one or more units remain unoccupied for a period of time, provided that those unoccupied units are reserved for persons who meet the age requirements of Florida Statute 760.29.

3. **Pets**. No animals, fish, reptiles, amphibians or other pets of any nature and description shall be raised, bred, or kept in any apartment or the common elements, except as may from time to time be authorized by the Board of Directors.

4. **Nuisances**. No nuisances shall be allowed upon the condominium property nor any use or practice which is the source of nuisances to residents or which interfere with the peaceful possession and proper use of the property by its residents. All parts of the condominium property shall be kept in a clean and sanitary condition and no rubbish, refuse, nor garbage allowed to accumulate nor any fire hazard allowed to exist. No apartment owner shall permit any use of his apartment or make any use of the common elements or limited common elements which will increase the rate of insurance upon any part of the condominium property.

5. **Lawful Use**. No immoral, improper, offensive or unlawful use shall be made of condominium property or any part thereof, and all valid laws, zoning ordinances and regulations of all government bodies having jurisdiction thereof shall be observed. The responsibility of meeting the requirements of government bodies having jurisdiction thereof shall be observed.

6. **Signs**. No "For Sale" or "For Rent" signs or other displays shall be maintained or permitted in any part of the common elements or apartments. Any institutional first mortgagee or owner or holder of a mortgage originally given to an institutional first mortgagee, which may become the owner of an apartment, and the Association, as to any apartment which it may own, shall have the right to place "For Sale" or "For Rent" signs in connection with such apartment.

7. **Exterior Appearance**. No clothes, sheets, blankets, laundry of any kind, or other articles shall be hung out or exposed from any apartment or common element. The common elements shall be kept free and clear of rubbish, debris and other unsightly material. There shall be no keeping by apartment owners of any chairs, tables, benches or other articles upon any common element without prior approval of the Board of Directors and in keeping with the general guidelines of the municipal fire code. No awning, canopy, shade, window guard, ventilator, fan, air-conditioning device, radio or television antenna may be affixed to or placed upon the exterior walls or roof or any part thereof without the prior consent of the Association. All exterior doors from apartments to the common hallways shall be kept completely closed except when in use for ingress and egress.

8. **Leasing.** After approval of the Association elsewhere required, the entire apartment may be leased subject to the following restrictions:

(a) No owner shall lease a unit, other than on a written form of lease acceptable to the Board of Directors. The lease shall provide (and if a lease does not so provide, shall be deemed to provide) that (1) the lessee is required to comply with the Association documents, rules and regulations; (2) failure to comply constitutes a default under the lease; and (3) the Board of Directors has the power to terminate the lease or to bring summary proceedings to evict the tenant in the name of the lessor thereunder after 45 days' prior written notice to the unit owner, in the event of a default by the lessee in the performance of the lease or in the event of violation of state law, the Association documents, or the rules and regulations of the Association.

(b) Regardless of the number of units owned by an individual, an owner may only rent out one apartment at a time, at any given time.

(c) The proposed lessor must have owned the unit for not less than two years.

(d) The unit shall be occupied only as a residence.

(e) At least one occupant under the lease must be fifty-five (55) years of age or older.

(f) The term of the lease must be not less than 12 months.

(g) A unit may be leased only once in any twelve month period.

(h) No rooms may be rented and no transient tenants may be accommodated.

(i) Leases may not be assigned, and no unit may be subleased.

(j) No lease of an apartment shall release or discharge the owner thereof of compliance with this Section 10 or any of his other duties as an apartment owner.

(k) In order to maintain and preserve the residential nature of the building and understanding that the Condominium is primarily an owner-occupied building, this subsection implements a rental cap. Under this subsection, it is established that no more than six apartments may be leased simultaneously, ensuring that the Condominium retains its primarily owner-occupied status. In the event that all six rental units have been leased, a wait list will be maintained by the Unit Transfer Committee Chair, with priority given to lease requests on a first-come, first-served basis.

Upon the expiration of a lease and the departure of a tenant, the unit owner will be moved to the end of the wait list. Subsequently, the individual at the top of the wait list will be granted the opportunity to secure a tenant for their apartment. If no lease agreement is executed within 90 days of reaching the top of the wait list,

the unit will be moved to the end of the list, and the next person in line will be given the same opportunity.

To account for exceptional circumstances, the Board of Directors retains the sole discretion to approve hardship exceptions to this leasing limitation, considering unique situations that may warrant deviation from this policy.

9. **Smoking.** No smoking is permitted in common elements with the exception of the large sundeck adjoining the Harbour Room on the ninth floor.

10. **Children.** Children under eighteen (18) years of age shall only be allowed as temporary occupants (visitors) in the units. No one under 18 years of age shall be permitted to reside in any unit more than 60 days in any 12 month period without approval of the Board of Directors.

11. **Regulations**. Reasonable regulations concerning the use of the condominium property may be made and amended from time to time by the Board of Directors of the Association. The initial regulations which shall be deemed effective until amended are annexed to the Bylaws.

12. **Ownership by Corporations**, **Partnerships, Trusts, or Individuals**. Whether owned by corporations, partnerships, trusts, or individuals, no entity or person may own more than two apartments. This includes direct ownership or ownership through an entity in which they have any level of interest, whether direct or indirect

11. **Maintenance of Community Interests**. In order to maintain a community of congenial residents and thus protect the value of the apartments and in order to assure the financial ability of each apartment owner to pay assessments made against him, the transfer of apartments by any owner shall be subject to the following provisions so long as the condominium exists, which provisions each owner covenants to observe:

1. **Transfers Subject to Approval**.

(a) **Sale**. No apartment owner may dispose of an apartment or any interest therein by sale without approval of the Association, except to a unit owner. The Association may charge a transfer fee up to the full amount allowed by Florida law.

(b) **Lease**. No apartment owner may dispose of an apartment or any interest therein by lease without approval of the Association, except to a unit owner. The Association may charge a transfer fee up to the full amount allowed by Florida law.

(c) **Gift**. If any apartment owner shall acquire his title by gift, the continuance of his ownership of his apartment shall be subject to the approval of the Association.

The Association may charge a transfer fee up to the full amount allowed by Florida law.

(d) **Devise or Inheritance**. If any apartment owner shall acquire his title by devise or inheritance, the continuance of his ownership of his apartment shall be subject to the approval of the Association. The Association may charge a transfer fee up to the full amount allowed by Florida law.

2. **Approval by Association**. The approval of the Association which is required for the transfer of ownership of apartments shall be obtained in the following manner:

(a) **Notice to Association**.

(1) **Sale**. An apartment owner intending to make a bona fide sale of his apartment or any interest therein shall give to the Association notice, in writing, 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.

(2) **Lease**. An apartment owner intending to make a bona fide lease of his apartment, or any interest therein shall give to the Association notice, in writing, 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 or 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, in writing, of the acquiring of his title, together with such information concerning the apartment owner as the Association my reasonably require, and a certified copy of the instrument evidencing the owner's title.

(4) **Failure to Give Notice**. If the notice to the Association herein requested 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, 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 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 or Managing Agent of the Association in recordable form and shall be delivered to the seller.

(2) **Lease**. If the proposed transaction is a lease, then within 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 or Managing Agent of the Association in recordable form and shall be delivered to the lessor.

(3) **Gift, 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 30 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 or Managing Agent of the Association in recordable form and shall be delivered to the apartment owner.

(c) **Entities Other Than Individuals**. Inasmuch as the condominium may be used only for residential purposes and such an entity cannot occupy an apartment for residential purposes, the approval of ownership by the entity may be conditioned by requiring that all persons occupying the apartment be also approved by the Association.

3. **Disapproval by Association**. If the Association shall disapprove a transfer of ownership of an apartment, the matter should be disposed in the following manner:

(a) **Sale**. If the proposed transaction is a sale the apartment owner shall be advised of the disapproval in writing, and the sale shall not be made.

(b) **Lease**. 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.

(c) **Gift, 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 the Association shall provide notice of the disapproval in writing, and the transfer shall not be made.

4. **Mortgage**. No apartment owner may mortgage his apartment nor any interest therein without the approval of the Association except to a bank, life insurance company, or a federal savings and loan association. The approval of any other mortgages may be upon conditions determined by the Association or may be arbitrarily withheld.

5. **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 or savings and loan association which acquired its title as the 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 his successor in title or through foreclosure proceedings; nor shall such provisions apply to a transfer, sale or lease by a bank, life insurance company or savings and loan association which so acquires its title; nor shall such provisions require the approval of a purchaser who acquires the title to an apartment at a duly advertised public sale with open bidding which is provided by law, such as but not limited to execution sale, foreclosure sale, judicial sale or tax sale.

6. **Separation of Interests**. A sale of an apartment shall include all of its appurtenances and appurtenances may not be sold separate from an apartment. A lease of an apartment shall include the parking space. A lease of an apartment need not include the rights appurtenant to it to use the community facilities, provided, that such rights not so leased must be specifically retained by the lessor and may not be separately leased or assigned.

7. **Unauthorized Transactions**. Any sale, mortgage or lease which is not authorized pursuant to the terms of this Declaration shall be void unless subsequently approved by the Association.

8. **Notice of Lien or Suit**.

   (a) **Notice of Lien**. An apartment owner shall give notice, in writing, to the Association of every lien upon his apartment other than for permitted mortgages, taxes and special assessments within 5 days after the attaching of the lien.

   (b) **Notice of Suit**. An apartment owner shall give notice, in writing, to the Association of every suit or other proceeding which may affect the title to his apartment, such notice to be given within 5 days after the apartment owner received knowledge thereof.

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

12. **Purchase of Apartment by Association**. The Association shall have the power to purchase apartments, subject to the following provisions:

    1. **Decision**. The decision of the Association to purchase an apartment shall be made by its directors, without approval of its membership except as elsewhere provided in this section.

    2. **Limitation**. If at any one time the Association be the owner or agreed purchaser of 3 or more apartments, it may not purchase any additional apartments without the prior written approval of 75 percent of members eligible to vote thereon. A member whose apartment is the subject matter of the proposed purchase shall be ineligible to vote thereon. Provided, however, that the foregoing limitation shall not apply to apartments 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 amount found due the Association, or to be acquired by the Association in lieu of foreclosure of such lien if the consideration therefor does not exceed the cancellation of such lien.

13. **Compliance and Default**. Each apartment owner shall be governed by and shall comply with the terms of this Declaration, the Bylaws and the rules and regulations adopted pursuant thereto, management agreement, if any, and said documents and rules and regulations as they may be amended from time to time. Failure of the apartment owner to comply therewith shall entitle the Association or other apartment owners to the following relief in addition to other remedies provided in this Declaration and the Condominium Act.

    1. **Enforcement**. The Association and manager are hereby empowered to enforce this Declaration and the Bylaws and rules and regulations of the Association by entry to any apartment at any reasonable time to make inspection, correction or compliance.

    2. **Negligence**. An apartment owner shall be liable for the expense of any maintenance, repair or replacement rendered necessary by his act, neglect or carelessness or by that of any member of his family, his lessees, or his or their guests, invitees, employees, or agents, but only to the extent that such expense is not met by the proceeds of insurance carried by the Association. Such liability shall include any increase in fire insurance rates occasioned by use, misuse, occupancy or abandonment of an apartment or its appurtenances, or of the common elements or of the limited common elements.

    3. **Costs and Attorneys' Fees**. In any proceeding arising because of an alleged failure of an apartment owner to comply with the terms of the Declaration, Bylaws, and rules and regulations adopted pursuant thereto, management agreement, if any, and said documents and rules 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 such reasonable attorneys' fees as may be awarded by the court. The Association is also entitled to recover any attorneys' fees incurred because of its enforcement efforts, even if these fees were accrued before formal proceedings or litigation were instituted.

    4. **No Waiver of Rights**. The failure of the Association or any apartment owner to enforce any covenant, restriction or other provisions of the Condominium Act, this Declaration, the Bylaws, or the rules and regulations adopted pursuant thereto, shall not constitute a waiver of the right to do so thereafter.

    5. **Fines.** The Association is hereby empowered with the right to impose fines in accordance with the provisions of the Condominium Act, Florida Statutes 718, as the same may be amended and renumbered from time to time.

14. **Amendments**. Subject to the other provisions of the Declaration relative to amendment, this Declaration and the Articles of Incorporation and Bylaws of the Association may be amended in the following manner:

    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 considered.

    2. **Resolution**. An amendment may be proposed by either the Board of Directors or by 75 percent of the members of the Association. The amendment must be approved by not less than eighty per cent (80%) of the voting members present and voting either in person or by proxy at a properly called membership meeting. Notice of said membership meeting must have been given in accordance with Association Bylaws and contain a full statement of the proposed amendment.

    3. **Agreement**. In the alternative, an amendment may be made by an Agreement signed and acknowledged by all of the record owners of apartments in the condominium in the manner required for the execution of a deed, and such amendment shall be effective when recorded in the public records of Pinellas County, Florida.

    4. **Proviso**. Provided, however, that no amendment shall discriminate against any apartment owner nor against any apartment or class or group of apartment owners or apartments unless the apartment owners so affected and such of their first mortgagees which are banks, savings and loan associations, and insurance companies shall consent; and no amendment shall change any apartment nor the share in the common elements and other of its appurtenances nor increase the owner's share of the common expenses unless the owner of the apartment concerned and all of such mortgagees as first above recited shall join in the execution of the amendment. Neither shall an amendment of this Declaration make any change in Sections 8 or 9 unless the record owners of all mortgages upon apartment in the condominium shall join in the execution of the amendment.

    5. **Execution and Recording**. A copy of each amendment shall be attached to a certificate certifying that the amendment was duly adopted, which certificate shall be executed by the officers of the Association with formalities of a deed. The amendment shall be effective when such certificate and copy of the amendment are recorded in the public records of Pinellas County, Florida.

15. **Termination**. The Condominium may be terminated in the following manner, in addition to the manner provided by the Condominium Act.

    (a) **Destruction**. In the event it is determined in the manner elsewhere provided that the condominium property shall not be reconstructed because of major damage, the condominium plan of ownership will be thereby terminated without agreement.

    (b) **Agreement**. The Condominium may be terminated by the approval in writing of all the owners of the units therein, and by all record owners and holders of mortgages

thereon. If the proposed termination is submitted to a meeting of the Members of the Association, and if the approval of the owners of not less than 75 percent of the common elements, and of the record owners of all mortgages upon the units are obtained in writing not later than 30 days from the date of such meeting, then the approving owners shall have an option to buy all the units of the other owners for the period ending on the 60th day from the date of such meeting. Such approvals shall be irrevocable until the expiration of the option and if the option is exercised, the approvals shall be irrevocable. Such option shall be upon the following terms:

1. **Exercise of Option**. The option shall be exercised by delivery or mailing by Certified Mail to each of the record owners of the units to be purchased, of 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 agree to purchase all the units owned by owners not approving the termination, but the agreement shall be effected by a separate contract between each seller and his purchaser.

2. The sale price for each unit shall be the fair market value determined by agreement between the seller and purchaser within 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, 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.

3. **Payment**. The purchase price shall be paid in cash.

4. **Closing**. The sale shall be closed within 10 days following the determination of the sale price.

(c) **Certificate**. The termination of the Condominium in either of the foregoing manners shall be evidenced by a Certificate of the Association executed by the President or Vice President and Secretary or Assistant Secretary certifying as to facts effecting the termination, which Certificate shall become effective upon being recorded in the Public Records of Pinellas County, Florida.

(d) **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, and their respective mortgagees shall hold such rights and interests upon the respective shares of the unit owners. Such undivided shares of the unit owners shall be the same as the undivided shares in the common elements appurtenant to the owners' units prior to the termination.

(e) **Amendment**. This section concerning termination cannot be amended without consent of all unit owners and all record owners and holders of mortgages upon units.

16. **Severability**. The invalidity in whole or in part of any covenant or restriction, or any section, subsection, sentence, clause, phrase or word, or other provisions of this Declaration of Condominium and the Articles of Incorporation, Bylaws and regulations of the Association shall not affect the validity of the remaining portions thereof.

IN WITNESS WHEREOF, the Developer has executed this Declaration this 14th day of June, A.D., 1971.

EMPIRE ASSOCIATES, INC.

By: s/ Robert C. Casey
President

(Corporate Seal)

Attest

By: s/ John E. Casey
Assistant Secretary

Witnesses:

s/ Hazel B. Sanderson

s/ John R. Foltz

STATE OF FLORIDA)
COUNTY OF PINELLAS)

Before me, the undersigned authority, personally appeared Robert C. Casey and John E. Casey to me known and known by me to be the President and Assistant Secretary, respectively, of EMPIRE ASSOCIATES, INC., and they acknowledged before me that they executed the above and foregoing instrument as such officers and affixed thereto the official seal of said Corporation.

IN WITNESS WEREOF, I have hereunto set my hand and official seal at St. Petersburg, Florida this 16 day of June, A.D., 1971.

(Notary Seal)

s/ Hazel B. Sanderson
Notary Public

My Commission Expires: AUG. 4, 1974

EXHIBIT "A"

HARBOUR HILL CONDOMINIUM APARTMENTS

A CONDOMINIUM, PINELLAS COUNTY, FLORIDA

Lots 6, 7 and 8 and vacated alley, Block 6, REVISED MAP OF THE BAY SHORE SUBDIVISION, as recorded in Plat Book 3, page 41, Hillsborough County, of which Pinellas County was formerly a part, in St. Petersburg, Pinellas County, Florida.

(Please refer to Exhibit "A" as recorded on June 18, 1971, in Official Records Book 3564, Page 763, of the Public Records of Pinellas County, Florida.)

EXHIBIT "B"

O.R. 3564 PAGE 704

HARBOUR HILL CONDOMINIUM

SECTION 17, TOWNSHIP 31S., RANGE 17E, ST PETERSBURG, PINELLAS COUNTY, FLORIDA.

LEGAL DESCRIPTION:

Lots 6, 7, 8 and vacated alley, Block 6, Revised Map of the Bay Shore Subdivision, as recorded in Plat Book 3, Page 42, Hillsborough County of which Pinellas County was formerly a part, in St Petersburg, Pinellas County, Florida.

DEDICATION: KNOW ALL MEN BY THESE PRESENTS that we ROBERT C. CASEY and JOHN E. CASEY, President and Secretary respectively of EMPIRE ASSOCIATES, INC., have caused the land described in this plat to be surveyed, laid out, and platted as HARBOUR HILL CONDOMINIUM and that all easements are dedicated for utility purposes and other such purposes as may be necessary to serve the Condominium and that all roads-driveways are for Ingress and Egress and are for private use.

EMPIRE ASSOCIATES

Witness: _____ President: _____

Witness _____ Secretary: _____

STATE OF FLORIDA
COUNTY OF PINELLAS ss.

I hereby certify that on the 11 day of June A.D. 1971, before me personally ROBERT C. CASEY and JOHN E. CASEY respectively President and Secretary of EMPIRE ASSOCIATES, INC., to me known to be the persons described in and who executed the foregoing certificate of dedication and severally acknowledged the execution thereof to be their free act and deed. Witness my hand and official seal at Pinellas County, Florida, the day and year aforesaid.

My commission expires:
12-22-74

_____
Notary Public, State of Florida-At-Large

SURVEYOR'S CERTIFICATE:

I hereby certify that on June 11th 1971 I completed a survey of HARBOUR HILL CONDOMINIUM in accordance with this map and declaration contained hereon. I certify that this material together with the Declaration is a correct representation of the proposed improvements described hereon.

_____
Florida Registered Surveyor
Florida Registered Engineer No. 3098

NOTE: The building dimensions and elevations as shown hereon are prior to actual construction and are approximate dimensions and elevations, subject to slight variances which may occur during construction. The building dimensions and elevations are compiled from plans entitled "HARBOUR HILL CONDOMINIUM" prepared by Matthew Bada, Registered Architect. These dimensions will be supplied by a final survey of the property referred to in the declaration as Attachment.

SHEET 2 OF 3

O.R. 3504 PG 765

EXHIBIT "C"

Please refer to Exhibit "C" as recorded on June 18, 1971, in Official Records Book 3564, Pages 766 through 774, of the Public Records of Pinellas County, Florida.

EXHIBIT "D"
HARBOUR HILL CONDOMINIUM APARTMENTS
Share of Common Expenses and Common Surplus

(Please refer to Exhibit "D" as recorded on June 18, 1971, in Official Records Book 3564, Page 775, of the Public Records of Pinellas County, Florida.)

HARBOUR HILL CONDOMINIUM

SHARE OF COMMON EXPENSES & COMMON SURPLUS

LIVEABLE FLOOR AREA IN 56 CHARGEABLE UNITS 70, 944. SF

APARTMENT NOS.	SQUARE FEET	TYPE TOTAL	PERCENTAGE
1	1,027	8,216	1.4476
2	1,366	10,928	1.9255
3	1,334	10,672	1.8804
4	1,397	8,382	1.9692
5	975	5,850	1.3743
6	975	5,850	1.3743
7	1,320	7,920	1.8606
8	1,320	7,920	1.8606
PH 1	2,460	2,460	3.4674
PH 2	2,746	2,746	3.8706
		70,944 SF	100.0000%

EXHIBIT "E"

ARTICLES OF INCORPORATION
OF
HARBOUR HILL CONDOMINIUM APARTMENTS ASSOCIATION, INC.
A CORPORATION NOT FOR PROFIT

(Please refer to Exhibit "E" as recorded on June 18, 1971, in Official Records Book 3564, Pages 776 through 779, of the Public Records of Pinellas County, Florida.)

1. **Name and Place of Business**. The name of the Corporation is **HARBOUR HILL CONDOMINIUM APARTMENTS ASSOCIATION, INC**. The place of business shall be St. Petersburg, Pinellas County, Florida.

2. **Purpose**. The Corporation is organized as a corporation not for profit under the provisions of Chapter 617, Florida Statutes, and is a Condominium Association, as referred to and authorized by Section 711.12 Florida Statutes. The purpose for which the Corporation is organized is to provide an entity of responsibility for the operation of a Condominium in Pinellas County, Florida, known as **HARBOUR HILL CONDOMINIUM APARTMENTS ASSOCIATION, INC**. Said Condominium whereby the same has or will be created is herein called "Declaration."

3. **Qualifications of Members and Manner of Admission**. The members of the corporation shall constitute all the record owners of residential condominium units. After receiving the approval of the Corporation, as required under the Declaration, change of membership in this Corporation shall be established by recording in the Public Records of Pinellas County, Florida, a deed or other instrument establishing record title to a condominium unit and the delivery to the Corporation of a certified copy of each instrument, the owner designated by such instrument thereby becoming a member of the Corporation. The membership of the prior owner of such condominium unit shall be thereby terminated.

4. **Terms**. The existence of the Corporation shall be perpetual unless the Condominium is terminated pursuant to the provisions of its Declaration and in the event of such termination, the Corporation shall be dissolved in accordance with law.

5. **Names and Residences of Incorporators**.

ROBERT C. CASEY 1392 Monterey Boulevard, N.E. St. Petersburg, Florida 33704	President
JOHN E. CASEY 1201 Cordova Boulevard, N.E. St. Petersburg, Florida 33704	Vice-President
OLIVE MAE COOPER 2302 16th Avenue North St. Petersburg, Florida 33713	Secretary-Treasurer

6. **Directors and Officers**. The affairs of the Corporation shall be managed by its Board of Directors. The officers of the Corporation shall be a President, Vice-President and Secretary-Treasurer, which officers shall be elected annually by the Board of Directors. The directors and officers may lawfully and properly exercise the powers set forth in Sections 11.3 and 11.4 notwithstanding the fact that some or all of them who may be directly or indirectly involved in the exercise of such powers and in the negotiation and/or consummation of the agreements executed pursuant to such powers are some or all of the persons with whom the Corporation enters into such agreements or who own some or all of the proprietary interest in the entity or entities with whom the Corporation enters into such agreements. Disclosure of such agreements by setting forth the same in the Declaration of Condominium of **HARBOUR HILL CONDOMINIUM APARTMENTS ASSOCIATION, INC**., as initially declared or subsequently redeclared or amended, shall stand as an absolute confirmation of such agreements and the valid exercise by the directors and officers of the Corporation of the powers pertinent thereto.

7. **Names of Officers**.

President	ROBERT C. CASEY 1392 Monterey Boulevard, N.E. St. Petersburg, Florida 33704
Vice-President	JOHN E. CASEY 1201 Cordova Boulevard, N.E. St. Petersburg, Florida 33704
Secretary-Treasurer	OLIVE MAE COOPER 2302 16th Avenue North St. Petersburg, Florida 33713

8. **Board of Directors**. The Board of Directors shall consist of more than four persons, the exact number to be determined by the members.

9. **Bylaws**. The original Bylaws are to be made by the Board of Directors and/or declarer under such Declaration. The same may thereafter be amended, altered or rescinded only in accordance with the provisions of such Bylaws and the Declaration relating to amendment.

10. **Amendment of Articles**. These Articles of Incorporation may only be amended in accordance with the provisions of the Declaration relating to amendment.

11. **Powers**. The Corporation shall have all the following powers:
    1. **Section 617.021**. All the powers set forth and described in Section 617.021 of the Florida Statutes not repugnant to any of the provisions of Chapter 711, Florida Statutes.
    2. **Chapter 711**. All the powers of an association as set forth in Chapter 711, Florida Statutes.
    3. **Leaseholds**. To acquire and enter into agreements whereby it acquires leaseholds, membership or other possessory or use interests in lands or facilities including, but not limited to, country clubs, golf courses, marinas and other recreational facilities, whether or not contiguous to the lands of the Condominium, intended to provide for the enjoyment, recreation or other use or benefit to the unit owners.

4. **Management**. To contract with a third party for the management of the Condominium and to delegate to the Contractor all powers and duties of this Corporation except such as are specifically required by the Declaration and/or the Bylaws to have the approval of the Board of Directors or the membership of the Corporation.
5. **Acquisition of Condominium Units**. To acquire by purchase or otherwise, condominium units of the Condominium, subject, nevertheless, to the provisions of the Declaration and/or Bylaws relative thereto.
6. **Operations**. To operate and manage the Condominium in accordance with the sense, meaning, direction, purpose and intent of the Declaration as the same may from time to time be amended, and to otherwise perform, fulfill and exercise the powers, privileges, options, rights, duties, obligations and responsibilities entrusted to or delegated to it by the Declaration and/or Bylaws.

We, the undersigned, being each of the subscribers hereto, do hereby subscribe to these Articles of Incorporation, and in witness whereof, we have hereunto set our hands and seals this _____ day of _____, 19 _____.

s/Robert C. Casey _____ (SEAL)

s/John E. Casey _____ (SEAL)

s/Olive Mae Cooper _____ (SEAL)

STATE OF FLORIDA
COUNTY OF PINELLAS

BEFORE ME, the undersigned authority, personally appeared, _____ and _____, to me well known, who upon oath acknowledged before me that they executed the above and foregoing Articles for the purposes therein expressed.

IN WITNESS WEREOF, I have hereunto set my hand and official seal at St. Petersburg, Florida this _____ day of _____, 19____.

_____
NOTARY PUBLIC

(SEAL)
My Commission Expires: