

This Instrument Prepared by and Return to:  
Robert L. Tankel, Esquire  
Address:  
Robert L. Tankel, P.A.  
1022 Main Street, Suite D  
Dunedin, Florida 34698

SPACE ABOVE THIS LINE FOR PROCESSING DATA

SPACE ABOVE THIS LINE FOR RECORDING DATA

**CERTIFICATE OF AMENDMENT TO THE DECLARATION OF COVENANTS,  
CONDITIONS AND RESTRICTIONS  
FOR  
WESTLAKE VILLAGE**

WE HEREBY CERTIFY THAT the attached Amendment to the Declaration of Covenants, Conditions and Restrictions of Westlake Village, as described in Official Records Book 4121, Page 698, encumbering the property described in Plat Book 71, Pages 64-72, et. seq. of the Public Records of Pinellas County, Florida, was duly approved in the manner required therein on February 10, 2012.

IN WITNESS WHEREOF, we have affixed our hands this 27 day of February, 2012 at Pinellas County, Florida.

**WESTLAKE VILLAGE CIVIC  
ASSOCIATION, INC., a Florida  
not-for-profit corporation**

WITNESSES

Carrie Vadino

Signature of Witness #1

Carrie Vadino

Printed Name of Witness #1

Ann M Ledbetter

Signature of Witness #2

Ann M Ledbetter

Printed Name of Witness #2

By:

Justin Schnauder, President

Attest:

DawnMarie Custer, Secretary

Dec Amend 3/9/12

STATE OF FLORIDA     )  
                                  )  
COUNTY OF PINELLAS    )

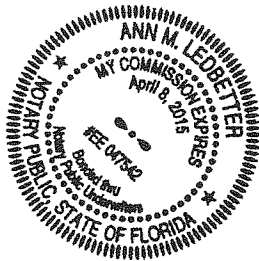
BEFORE ME, the undersigned authority, personally appeared Justin Schnauder and DawnMarie Custer, to me known to be the President and Secretary, respectively, of WESTLAKE VILLAGE CIVIC ASSOCIATION, INC., and they jointly and severally acknowledged before me that they freely and voluntarily executed the same as such officers, under authority vested in them by said corporation. They are personally known to me or have produced FL DL Lic and \_\_\_\_\_ (type of identification) as identification. If no type of identification is indicated, the above-named persons are personally known to me.

WITNESS my hand and official seal in the County and State last aforesaid, this 27<sup>th</sup> day of Feb, 2012.

Ann M Ledbetter  
Notary Public

Printed Name: 4/8/15

My commission expires:



WESTLAKE VILLAGE CIVIC ASSOCIATION, INC.

ADOPTED AMENDMENT TO  
DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS

1. Article VII, Section 5 of the Declaration of Covenants, Conditions and Restrictions is hereby adopted, as follows; additions indicated by underlining; deletions indicated by strike throughs:

ARTICLE VIII. MAINTENANCE AND USE RESTRICTIONS TO SINGLE FAMILY LOTS  
SECTION EIGHT. OTHER USES

3. a. No trucks, buses, boats, travel trailers, boat trailers, mobile homes, motor homes, recreational vehicles, vans (other than those used primarily to carry passengers), box vans, or other types of trailers or commercial vehicles shall be permitted to park overnight on a Lot, or in the streets abutting a lot, unless in an enclosed garage. For purposes of this subsection, the definitions as adopted by the Board of Directors and used in the Florida Statutes, as amended from time to time, shall be controlling.

b. Notwithstanding the foregoing, pickup trucks used primarily to carry passengers are allowed to be kept in the community and parked overnight outside an enclosed garage. Pickup trucks which display or are equipped with any commercial markings, signs, displays, equipment, inventory or apparatus or which otherwise indicate a commercial or business use such as those which carry tools, equipment, storage boxes, racks, inventory, cargo, or other material used in commerce; which are equipped with camper tops or which have more than four wheels are prohibited from parking overnight outside an enclosed garage.

Prepared by and return to:  
Steven H. Mezer, Esquire  
Bush Ross, PA  
Post Office Box 3913  
Tampa, FL 33602

**CERTIFICATE OF AMENDMENT TO THE DECLARATION OF CONDOMINIUM  
OF THE TOWNHOMES OF WESTLAKE VILLAGE, A CONDOMINIUM**

We, DORIS CONTENTO, as President and GLADYS MORENO, as Secretary/Treasurer of The Townhomes of Westlake Village Condominium Association, Inc., do hereby certify that by the written consent signed by fifty-one percent (51%) of all Voting representatives of the Townhomes of Westlake Village, the following amendments to the Declaration of Condominium was duly enacted:

Subsection (1) of the Second Article 15, Section 15.01 of the Declaration of Condominium of Townhomes of Westlake Village, a Condominium is created to read and said section is amended to be numbered as 15.02 to correct a scrivener's error as follows:

15.01 02 Leases. (1) No Unit Owner, other than an Owner of a Unit who has obtained title to that Unit through inheritance, may lease or rent or permit their Unit to be used as the residence of any person other than persons residing in the Unit with Unit Owner within the first twelve months of the Owner obtaining title to that Unit. For purposes of this section, Unit is deemed to be leased or rented when it is used for residential purposes while the Unit Owner resides elsewhere.

Subsection (1) of the Second Article 15, Section 15.01 of the Declaration of Condominium of Townhomes of Westlake Village, a Condominium is amended to read and is renumbered to correct a scrivener's error as follows:

15.01 02 Leases.

(1) (a) No unit Unit shall be leased or rented by the respective Unit Owner for transit transient or hotel purposes which are hereby defined as (a) rental for less than ninety (90) days one (1) year, or (b) rentals where the occupants of the Unit are to be provided services, such as room service for food and beverage, maid service, furnishings of laundry and linens, and bell boy services. No lease of less than the entire Unit may be made. Once a lease has been commenced, no subsequent lease may be commenced until at least ninety (90) days one (1) year after the commencement of the current lease. Subleasing is prohibited.

**CODING: The full text to be amended is stated, New words to be inserted are double-underlined.**

COMINIUM PLATS PERTAINING HERETO  
ARE RECORDED IN CONDOMINIUM PLAT  
BOOK 34, PAGES 102 THRU 107, ET. SEQ., AND  
THE DECLARATION OF CONDOMINIUM AS  
RECORDED O.R. BOOK 4865, PAGE 58, ET SEQ.

Der Amend 9/6/14



Certificate of Amendment - Page Two  
Townhomes of Westlake Village Condominium  
Association, Inc.

TOWNHOMES OF WESTLAKE VILLAGE  
CONDOMINIUM ASSOCIATION, INC.

*Doris Contento*  
BY: DORIS CONTENTO, President

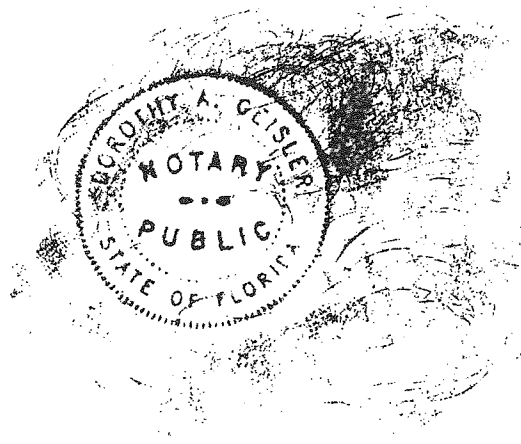
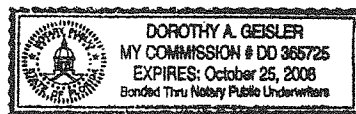
*Gladys Moreno*  
BY: GLADYS MORENO, Secretary/Treasurer

STATE OF FLORIDA  
COUNTY OF PINELLAS

The foregoing instrument was acknowledged before me this 15<sup>th</sup> day of SEPT., 2005, by DORIS CONTENTO, President and GLADYS MORENO, Secretary/Treasurer, respectively, of Townhomes of Westlake Village Condominium Association, Inc., who are personally known to me ☒ or who have produced \_\_\_\_\_ as identification who did take an oath under the laws of the State of Florida, who executed the foregoing Certificate of Amendment to the Declaration of Condominium for the Townhomes of Westlake Village Condominium Association, Inc., jointly and severally acknowledged the execution thereof to be their free act and deed as such offices, for the uses and purposes therein mentioned, and that they have affixed thereto the official seal of said corporation, and that said instrument is the act and deed of said corporation.

*Dorothy A. Geisler*  
NOTARY PUBLIC  
State of Florida

356103.1



PREPARED BY AND RETURN TO:  
Bennett L. Rabin, Esquire  
Brudny & Rabin, P.A.  
28100 U.S. Highway 19 North, Suite 300  
Clearwater, Florida 33761

PAGES 87  
ACCT  
REC-39370  
DR219  
DS  
03-472352 NOV-05-2003 4:08PM  
PINELLAS CO BK 13190 PG 1293  
REV

KARLEEN F. DE BLAKER, CLERK OF COURT  
PINELLAS COUNTY, FLORIDA (727) 464-8700

N2081157 11-05-2003 16:06:34 SJW  
51 AGR-WESTLAKE  
005835  
IN:03472352 BK:13190 SPG:1293 EPG:1379  
RECORDING 087 PAGES 1 \$393.00

TOTAL 393.00  
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TOTAL: \$393.00  
CHECK AMT. TENDERED: \$393.00  
CHANGE: \$0.00

BY \_\_\_\_\_ DEPUTY CLERK

**NOTICE OF EXTENSION OF COVENANTS AND RESTRICTIONS**

Pursuant to Chapter 712, Florida Statutes, the undersigned homeowners' association, WESTLAKE VILLAGE CIVIC ASSOCIATION, INC., whose address is 810 Village Way, Palm Harbor, Florida, 34683, as the governing entity for enforcement of covenants and restrictions on lands described as follows:

WEST LAKE VILLAGE, as more particularly described in Plat Book 71, Page 64; in Plat Book 72, Page 26; in Plat Book 76, Page 78; in Plat Book 72, Page 73; in Plat Book 65, Page 48; in Plat Book 78, Page 79; and underlying lands described in Condominium Plat Book 34, Page 102; in Condominium Plat Book 41, Page 1; in Condominium Plat Book 49, Page 63; in Condominium Plat Book 53, Page 18; and in Condominium Plat Book 68, Page 103; all of the Public Records of Pinellas County, Florida.

files this Notice in the Public Records of Pinellas County, Florida, that at a duly-called meeting of the Board of Directors, held on October 20, 2003, and at which a quorum of the Board of Directors was attained, by a two-thirds (2/3) vote of the Board of Directors, as required by Section 712.05(1), Florida Statutes, the Board of Directors authorized and directed the filing of this Notice for the purpose of preserving and extending the foregoing covenants and restrictions, so as to protect the same from extinguishment by operation of Chapter 712, Florida Statutes, for a period of thirty (30) years after the filing of this Notice, and as may be further extended by operation of law or by the filing of a subsequent notice of record.

- Attached hereto and incorporated herein by reference as Exhibit "A", pursuant to Section 712.06(1)(b), Florida Statutes, is an Affidavit affirming that the Board of Directors of the Association caused a statement to be mailed or hand delivered to the members of the Association regarding the Board's consideration of the preservation of the restrictions.
- Attached hereto and incorporated herein by reference as Exhibit "B", pursuant to Sections 712.06(1)(c), Florida Statutes, is a full and complete description of the lands intended to be affected by this Notice.
- Attached hereto and incorporated herein by reference as Exhibit "C", pursuant to Section 712.06(1)(d), Florida Statutes, is a copy of the covenants and restrictions being preserved.
- Attached hereto and incorporated herein by reference as Exhibit "D", pursuant to Section 712.06(1)(e), Florida Statutes, is a description of the recorded covenants and restrictions affected by this Notice, by reference to the Official Records book and page of the Public Records where the same are presently recorded.

IN WITNESS WHEREOF, the Association has caused this instrument to be signed by its duly authorized officer on the 4<sup>th</sup> day of November, 2003.

WESTLAKE VILLAGE CIVIC ASSOCIATION, INC.

Susan S. Kaner  
Signature of Witness #1  
Susan S. Kaner  
Printed Name of Witness #1  
Beverly Maus  
Signature of Witness #2  
Beverly Maus  
Printed Name of Witness #2

By: James G. Bemis  
Signature  
James G. Bemis President  
Printed Name and Title

Document 11/5/03

STATE OF FLORIDA  
COUNTY OF PINELLAS

The foregoing instrument was acknowledged before me this 4 day of November, 2003, by James G. Davis, as President, of WESTLAKE VILLAGE CIVIC ASSOCIATION, INC., a Florida corporation, on behalf of the corporation, who is personally known to me or has produced \_\_\_\_\_ as identification.

My Commission Expires:



James W. Freeman, Jr.  
Commission #DD231815  
Expires: Jul 13, 2007  
Bonded Thru  
Atlantic Bonding Co., Inc.

James W. Freeman, Jr.  
Notary Public - State of Florida at Large

*Note to Clerk of Court:*

Pursuant to Section 712.06(3), Florida Statutes, the Clerk of the Circuit Court is not required to mail to the purported owner of such property any such notice that pertains solely to the preserving of any covenant or restriction or any portion of a covenant or restriction, such as this instrument is intended to accomplish.

AFFIDAVIT AS TO MRTA REQUIREMENTS

STATE OF FLORIDA  
COUNTY OF PINELLAS

Before me, the undersigned authority, an officer duly authorized to administer oaths and take acknowledgments, and duly qualified and acting, this day personally appeared James G. Bemis (Name of Person Executing Affidavit), who being by me first duly sworn, deposes and says under oath that:

1. That Affiant is a member of the Board of Directors of Westlake Village Civic Association, Inc. (the "Association").
2. That Notice of the meeting of the Board of Directors (the "Meeting Notice") at which the extinguishment of the restrictions, and the preservation and continuation of said restrictions were to be discussed, was mailed or hand delivered to members of the Association not less than seven (7) days prior to such meeting.
3. That said Meeting Notice contained the following Statement:

STATEMENT OF MARKETABLE TITLE ACTION

Westlake Village Civic Association, Inc. (the "Association") has taken action to ensure that the Declaration of Covenants, Conditions and Restrictions of Westlake Village, recorded in O.R. Book 4121, Page 698, of the Public Records of Pinellas County, Florida, as may be amended from time to time, currently burdening the property of each and every member of the Association, retains its status as the source of marketable title with regard to the transfer of a member's residence. To this end, the Association shall cause the notice required by Chapter 712, Florida Statutes, to be recorded in the Public Records of Pinellas County, Florida. Copies of this Notice and its attachments are available through the Association pursuant to the Association's governing documents regarding official records of the Association.

4. That at the duly noticed meeting of the Board of Directors of the Association, which was held on October 20th, 2003, two-thirds (2/3) of the Board of Directors approved the recording of a Notice, pursuant to Section 712.06, Florida Statutes, to be recorded in the Public Records of Pinellas County, to preserve and protect the restrictions of the community.

Further, Affiant sayeth naught.

J. G. Bemis  
Signature of Affiant  
James G. Bemis  
Printed Name of Affiant  
On Behalf of the Board of Directors

SWORN TO AND SUBSCRIBED  
BEFORE ME, THIS 20th day  
of October, 2003.

James W. Freeman, Jr.  
Notary Public - State of Florida at Large  
My Commission Expires:



James W. Freeman, Jr.  
Commission #DD231815  
Expires: Jul 13, 2007  
Bonded Thru  
Atlantic Bonding Co., Inc.

Exhibit A  
Page 1 of 1

**EXHIBIT "B"**

The lands within WEST LAKE VILLAGE, as more particularly described in Plat Book 71, Page 64; in Plat Book 72, Page 26; in Plat Book 76, Page 78; in Plat Book 72, Page 73; in Plat Book 65, Page 48; in Plat Book 78, Page 79; and underlying lands described in Condominium Plat Book 34, Page 102; in Condominium Plat Book 41, Page 1; in Condominium Plat Book 49, Page 63; in Condominium Plat Book 53, Page 18; and in Condominium Plat Book 68, Page 103; all of the Public Records of Pinellas County, Florida.

PINELLAS COUNTY FLA.  
OFF. REC. BK 13190 PG 1297

**EXHIBIT "C"**

Attached hereto is a copy of the recorded covenants and restrictions being preserved.

SEVENTH AMENDMENT TO

WESTLAKE VILLAGE DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS

THIS DOCUMENT is an Amendment to that certain Declaration of Westlake Village Declaration of Covenants, Conditions and Restrictions dated December 14, 1973, made by PINELLAS SERVICE CORPORATION, which document was recorded in D. R. Book 4121, page 698 through 721, Public Records of Pinellas County, Florida.

WITNESSETH;

PINELLAS COUNTY FLA.  
OFF REC BK 13190 PG 1376

A majority of a quorum members present at a General Meeting held on the 15th of November, 1994, voted to amend the Bylaws of the Westlake Village Civic Association, Inc. dated November 18, 1991, as follows:

CORDING  
1500 (1) ARTICLE III, MEETING OF MEMBERS, SECTION 2 AND SECTION 4 are deleted and the following are substituted therefor:

Section 2. Special Meetings. Special meetings of the Members may be called at any time by the President or by the Board of Directors, or upon written request issued pursuant to a vote of one-fourth (1/4) of all votes appurtenant to the Lots.

Section 4. Quorum. The presence at the meeting of Members entitled to cast, or of proxies entitled to cast, 33% of the votes appurtenant to the Lots, shall constitute a quorum for any action except as otherwise provided in the Articles of Incorporation, the Declaration, or these By-Laws. If, however, such quorum shall not be present or represented at any meeting, the Members entitled to vote thereat shall have the power to adjourn the meeting from time to time, without notice other than announcement at the meeting, until a quorum as aforesaid shall be present or be represented.

(2) Section 1 of ARTICLE IV, BOARD OF DIRECTORS: SELECTION: TERM OF OFFICE, is deleted and the following is substituted therefor:

Section 1. Number and Term of Office. The affairs of the Association shall be managed by a Board of nine (9) directors, who must be members of the Association. At each annual meeting, the Members shall elect three (3) directors, each for a term of three (3) years. Each director shall be elected to serve the aforementioned term, or until the successor shall be elected and shall qualify.

(3) ARTICLE V, NOMINATIONS AND ELECTION OF DIRECTORS, SECTION 1 and SECTION 2 are deleted and the following are substituted therefor:

Section 1. Nomination. Nomination for election to the Board of Directors shall be made by a Nominating Committee. Nominations may also be made from the floor at the annual meeting. The Nominating Committee shall consist of a Chairman, who shall be a member of the Board of Directors, and two or more Members of the Association, who may or may not be members of the Board of Directors. The Nominating Committee shall be appointed by the President at least thirty (30) days prior to each annual meeting of the Members. The Nominating Committee shall make as many nominations for election to the Board of Directors as it shall in its discretion determine, but not less than the number of vacancies that are to be filled. Such nominations must be made from among Members.

TURN TO  
EXHIBIT  
Page 20 OF 20  
WESTLAKE VILLAGE CIVIL ASSOC.  
71 34652-0465

Section 2. Election. Election to the Board of Directors shall be by secret written ballot. At such election the Members or their proxies may cast, in respect to each vacancy, as many votes as they are entitled to exercise under Article IV, Section Two, of the Declaration. The persons receiving the largest number of votes shall be elected. Cumulative voting is not permitted.

(4) Section 2, subsection (a) of ARTICLE VII, POWERS AND DUTIES OF THE BOARD OF DIRECTORS, is deleted and the following is substituted therefor:

Section 2. Subsection (a) cause to be kept a complete record of all its acts and corporate affairs and to present a statement thereof to the Members at the annual meeting of the Members, or at any special meeting when such statement is requested in writing issued pursuant to a vote of one-fourth (1/4) of all the votes appurtenant to the Lots.

(5) Section 2, subsection (c), (3) of ARTICLE VII, POWERS AND DUTIES OF THE BOARD OF DIRECTORS, is deleted and the following is substituted therefor:

Section 2. Subsection (c), (3) record the lien against any property for which assessments are not paid within thirty (30) days after due date and review the lien at the time of recording and at least yearly thereafter, to determine if foreclosure or an action at law against the Owner personally obligated to pay the same is warranted;

(6) ARTICLE VIII, OFFICERS AND THEIR DUTIES, SECTIONS 1, 3 And 7 are deleted and the following are substituted therefor:

Section 1. Enumeration of Officers. The officers of the Association shall be a president, a vice-president, a secretary, a treasurer, and such other officers as the Board may from time to time by resolution create, who shall at all times be members of the Board of Directors.

Section 3. Term. Except as provided in Section 4 of this Article, the officers of the Association shall be elected annually by the Board and each shall hold office for one (1) year unless the director shall resign, or shall be removed or otherwise disqualified to serve.

Section 7. Multiple Offices. No person shall simultaneously hold more than one office except in the case of special offices created pursuant to Section 4 of this Article.

(7) Section 8, subsection (d) of ARTICLE VIII, OFFICERS AND THEIR DUTIES, is deleted and the following is substituted therefor:

Section 8. Treasurer (d) The treasurer shall receive and deposit in appropriate bank accounts all monies of the Association and shall disburse such funds as directed by resolution of the Board of Directors; shall sign checks and promissory notes of the Association; keep proper books of account; cause an audit of the Association books to be made by a certified public accountant at the completion of each fiscal year; and shall prepare and annual Budget as required by these Bylaws and applicable statutes and a statement of income and expenditures to be presented to the membership at its regular annual meeting.

(8) ARTICLE IX, COMMITTEES, SECTION 3 AND SECTION 4 AND SECTION 5 are deleted and the following are substituted therefor:

Exhibit C Article IX. Committees. The Board of Directors shall elect an Architectural Control Committee as provided in the Declaration and the President shall appoint other standing committees as follows: Recreation



Committee, Maintenance Committee and Audit and Budget Committee. Unless otherwise provide herein, each Committee shall consist of a Chairman and two (2) or more Members and shall include a Member of the Board of Directors for board contacts. The President and/or the Board of Directors may appoint such other Committees as deemed advisable.

Section 3. The Audit and Budget Committee shall supervise the annual audit of the Association's books, if requested by the Treasurer, and shall work on the annual budget, as requested by the Board, and shall submit a proposed budget to the Board for its review and action. The treasurer shall be an ex-officio Member of the Committee.

Section 4. Sub-Committee. Each Committee shall have the power to appoint one or more sub-committees from among its Membership and may delegate to any such sub-committee any of its powers, duties and functions.

(9) Article X, BOOKS AND RECORDS, is deleted and the following is substituted therefor:

Article X. Books and Records. The books, records and paper of the Association shall at all times, be subject to inspection by any Member at reasonable times upon written notice. The Declaration, the Articles of Incorporation and the By-Laws of the Association shall be available for inspection by any Member at the principal office of the Association, where copies may be purchased at reasonable cost.

IN WITNESS, WHEREOF, the parties have executed this Amendment as dated below.

Lidia C.  
PRINT NAME

Margaret Reichert  
PRINT NAME

WESTLAKE VILLAGE CIVIC ASSOCIATION, INC.

Kenneth W. Kern II  
KENNETH W. KERN II, President

ATTEST:

Paul Langrock  
Paul Langrock, Secretary

STATE OF FLORIDA  
COUNTY OF PINELLAS

The foregoing instrument was acknowledged before me this 18th day of November, 1994 by KENNETH W. KERN II, President of Westlake Village Civic Association, Inc., and PAUL LANGROCK, Secretary of Westlake Village Civic Association, Inc.. who are personally known to me and who did not take an oath.



JOANNE P. SACKEDIS  
My Commission CQ318025  
Expires Sept. 22, 1997  
Divided by AMS  
800-662-6676

Joanne P. Sackedis JOANNE P. SACKEDIS  
Notary Public  
PRINT NAME

**EXHIBIT "D"**

Declaration of Covenants and Restrictions for WEST LAKE VILLAGE, as more particularly described in O.R. Book 4121, Page 698, Pinellas County Public Records, originally recorded January 3, 1974, and as subsequently amended by First Amendment to Declaration dated September 27, 1974, recorded at O.R. Book 4223, Page 1571; Amendment to By-Laws, recorded in O.R. Book 4493, Page 170; Second Amendment to Declaration dated January 6, 1978, recorded at O.R. Book 4643, Page 1225; Third Amendment to Declaration dated September 29, 1978, recorded at 4755, Page 2056; Fourth Amendment to Declaration dated November 27, 1990, recorded at O.R. Book 7504, Page 1495; Fifth Amendment to Declaration dated November 18, 1991, recorded at O.R. Book 7764, Page 670; Amendment to Declaration dated November 16, 1992, recorded at O.R. Book 8120, Page 419; and Seventh Amendment to Declaration dated November 18, 1994, recorded at O.R. Book 8865, Page 467; all of the aforesaid records.

**WESTLAKE VILLAGE  
AMENDMENT TO DECLARATION OF  
COVENANTS, CONDITIONS AND RESTRICTIONS**

RECORDING

1,779.50

DS

ENT

REC

MTF

PD

REV

1,779.50

This Amendment to the Declaration of Covenants, Conditions and Restrictions, made and entered into by the undersigned Lot Owners, for Westlake Village, a Subdivision in Pinellas County, Florida.

**W I T N E S S E T H:**

**WHEREAS**, the Developer of Westlake Village recorded that certain Declaration of Covenants, Conditions and Restrictions (hereinafter referred to as "Declaration") for Westlake Village in Official Records Book 4121, Pages 698-721, Public Records of Pinellas County, Florida; and

**WHEREAS**, the Declaration specifically provides that it may be amended by an agreement signed by at least two-thirds (2/3) of the Owners whose Lots are subject thereto; and

**WHEREAS**, by their signatures which follow, at least two-thirds (2/3) of the Lot Owners in Westlake Village, joined by the Westlake Village Civic Association, Inc. (hereinafter referred to as the "Association"), desire to amend the Declaration as set out herein.

**NOW, THEREFORE**, in consideration of the foregoing, for the purposes of enhancing and protecting the value, attractiveness and desirability of the above-described property, the undersigned Lot Owners hereby amend the Covenants, Conditions and Restrictions, and further declare the restrictions as amended herein shall constitute covenants running with the land and shall be binding upon all parties having any right, title or interest in the said property or any part thereof, their heirs, successors and assigns and shall inure to the benefit of each Owner thereof.

1. Article I, Section One, Paragraph 7 is amended in its entirety to read as follows:

7. "Lot" - All parcels of land within Westlake Village on which a single family Private Dwelling Unit has been or will be constructed. When appropriate to the context, such definition shall also include the space occupied by an existing or planned Multi-Family Private Dwelling Unit.

2. Article I, Section One, Paragraph 10 is deleted in its entirety, and Paragraphs 11 through 16 are renumbered to paragraphs 10 through 15 respectively.

3. Article II, Section Two, is deleted in its entirety.

4. Article III is amended in its entirety to delete Sections Three, Four and Five, and to read as follows:

KARLEEN F. DEBLAKER, CLERK  
RECORD VERIFIED BY: 1

RECORDING

1 \$1,779.50

TOTAL: \$1,779.50

CHECK AMT. TENDER  
CHAM

*Wilson Wilson & Long P.A.*  
*31608 U.S. Hwy 19N*  
*Orlando, FL 32837*

*Doc Amend 12/14/92*

ARTICLE III

DENSITY

Section One. Single Family Lot. There shall be not more than 576 Single Family Lots in Westlake Village and each of said Lots shall have only one Private Dwelling Unit per Lot (as amended 9/27/74, 5/10/77 and 9/29/78).

Section Two. Multi-Family Area. There shall be not more than 106 Multi-Family Private Dwelling Units (or Lots) in Westlake Village (as amended 9/27/74 and 9/29/78).

5. Article IV, Section One, Paragraph 1, and Section Two are amended in their entirety to read as follows:

ARTICLE IV

AGREEMENT TO JOIN HOMEOWNERS' ASSOCIATION,  
ASSOCIATION MEMBERSHIP AND VOTING RIGHTS

Section One. Membership.

1. Every person or entity who is the owner of a fee interest in any Lot shall be a member of the Association, subject to and bound by the Association's Articles of Incorporation, By-Laws, rules and regulations and this Declaration. For this purpose, ownership of a Condominium Unit under any unit ownership arrangement or ownership of a rental apartment shall be deemed ownership of a Lot. The foregoing is not intended to include persons or entities who hold an interest in any Lot merely as security for the performance of an obligation. Ownership of such Lot shall be the sole qualification for membership. When any Lot is owned of record in joint tenancy or tenancy in common or by some other legal entity, or when two or more persons or other legal entity are purchasing one or more Lots under contract or agreement of purchase, the membership will be joint and the right of such membership (including the voting power arising therefrom) shall be exercised only as stipulated in Section Two herein below.

Section Two. Voting and Voting Rights.

1. The voting rights of the membership shall be appurtenant to the ownership of the Lot. Voting rights appurtenant to Lots are as follows:

A. Multi-Family Area. Each condominium Unit or rental unit constructed or planned for construction in one of the Multi-Family Areas which Condominium Unit or rental unit has been heretofore described as a Lot shall entitled the owner(s) of said Lot to one-half (1/2) of one vote; except for votes on those matters defined in Article XI, Section Two, in which event the

owner(s) of said Condominium Unit or rental unit shall be entitled to one (1) vote.

B. Single Family Detached Homes. Each Lot designated as a Lot on which a single-family detached home is or may be constructed shall entitled the owner(s) of said Lot to One (1) vote.

When two or more persons hold an interest (other than leasehold or security interest) in any Lot, all such persons shall be members. The vote for such Lot shall be exercised by one of such persons as proxy and nominee for all persons holding an interest in a Lot and in no event shall more than the number of votes hereinabove designated be cast with respect to any Lot. If a Lot is owned by a corporation, trust, or limited partnership, the vote shall be exercised by the president, trustee, or general partner, respectively.

2. When any Member who is delinquent in the payment of any charges duly levied by the Association against a Lot owned by such Member shall not be entitled to vote until all such charges, together with such reasonable penalties as the Board of Directors of the Association may impose, have been paid.

3. Voting on all matters except amendments to this Declaration and the By-Laws and the election of directors shall be by voice vote or by show of hands unless a majority of the total votes appurtenant to the Lots represented at the meeting shall, prior to voting on any matter, demand a ballot vote on that particular matter. When directors or offices are to be elected or amendments considered, the solicitation of proxies may be conducted.

6. Article V is amended in its entirety to delete Section Two and to read as follows:

#### ARTICLE V

##### PROPERTY RIGHTS IN COMMON AREAS AND COMMUNITY FACILITIES

Section One. Member's Easements of Enjoyment. Subject to the provision of Section Two below, every Member of the Association shall have a non-exclusive right and easement of enjoyment in and to the Common Areas and the Community Facilities and such easement shall be appurtenant to and shall pass with the title to every Lot situated in Westlake Village, except that a Member who owns a Condominium Unit or rental unit in the Multi-Family Area shall not be allowed pool privileges in the Community Facility unless said Member elects to pay the same assessment per year as a single-family Lot owner for said Condominium Unit or rental unit.

Section Two. Extent of Members' Easement in Common Areas. The

rights and easements of enjoyment created hereby shall be subject to the following:

1. The right of the Association to limit the use of the Common Area and Community Facilities to Owners, their families and guests;

2. The right of the Association to suspend the voting and enjoyment rights of a Member for any period during which any assessment against his Lot remains unpaid, or for any infraction of the Association's published rules and regulations.

3. The right of the Association to dedicate or transfer all or any part of the Common Areas to any public agency, authority or utility for such purposes and subject to such condition as may be agreed to by the Members. No such dedications or transfer shall be effective unless the Members entitled to at least two-thirds (2/3) of the total votes appurtenant to all Lots agree to such dedication or transfer, provided that this paragraph shall not preclude the Board of Directors of the Association from granting easements for the installation and maintenance of electrical, telephone, cable television, water and sewage, utilities and drainage facilities upon, over, under and across the Common Area and Community Facilities without the assent of the membership when such easements are requisite for the convenient use and enjoyment of the properties in the absolute discretion of the Board of Directors.

4. The right to mortgage the Common Areas and Community Facilities as hereinafter set forth.

Section Three. Extension of Rights and Benefits. Every Owner of a Lot shall have the right to extend the rights and easements of enjoyment vested in him under this Article to each of his tenants and to each member of his family who resides with him within Westlake Village and to such other persons as may be permitted by the Association.

7. Article VI is amended in its entirety to delete Sections One and Two, and to read as follows:

#### ARTICLE VI

##### COMMON AREAS AND COMMUNITY FACILITIES

Section One. Mortgage. The Association shall have the power and authority to mortgage the Common Areas and Community Facilities upon the approval of two-thirds (2/3) of the total votes appurtenant to all Lots.

Section Two. Expenses. It shall be the duty of the Association to pay for all expenses from monies available to it which arise as

to the Common Areas and Community Facilities including the payment of real property taxes.

8. Article VII, Section One, Three, Four and Five are amended in their entirety to read as follows:

Section One. Creation of the Lien and Personal Obligation of Assessments. The Developer of each Lot owned including "Lots" within Multi-Family Areas within Westlake Village hereby covenants, and each Owner of any Lot by acceptance of a deed therefore, whether or not it shall be so expressed in any such deed or other conveyance, shall be deemed to covenant and agree to pay to the Association: (1) annual assessments or charges; (2) special assessments for capital improvements, or some other purpose, with said assessments to be fixed, established and collected from time to time as hereinafter provided. The annual and special assessments together with such interest thereon and costs of collection thereof as hereinafter provided, shall be a charge on the Lots herein, and shall be a continuing lien in the nature of a mortgage upon the Lots against which each such assessment is made. The lien herein mentioned shall not be a charge against the Common Area, or any part of it. Each such assessment, together with such interest thereon and cost of collection thereof as hereinafter provided, shall also be the personal obligation of the person who was the Owner of said lot at the time when the assessment fell due. Said lien may be foreclosed against said Lot in the same manner as a mortgage foreclosure against real property.

#### Section Three. Annual Maintenance Assessment.

1. The annual assessment shall be the sum determined by the Board of Directors which, in its judgment, shall be sufficient to provide funds required by the Association to carry out stated purposes, and functions for the ensuing year. The budget for the ensuing year shall be adopted by the Board of Directors or their agent at least ten (10) days prior to the end of the upcoming year. The Board of Directors shall have full and absolute authority to set the assessments (as amended 9/27/74).

2. The annual assessment per Lot established by the Board of Directors of the Association shall never (unless the requirement hereafter to increase it is met) be more than the then current annual assessment as escalated by a factor of 1.15 of the percentage increase of the Consumer Price Index (CPI) for All Urban Consumers, as published by the Bureau of Labor Statistics, for the then current fiscal year. Any increase above the limitation as set forth herein shall be deemed a special assessment and the procedures set forth herein shall be followed for said increase to be valid (as amended 9/27/74).

Section Four. Special Assessments. In addition to the annual assessment authorized above, the Association may levy, from time to

time, in any assessment year, a special assessment applicable to that year only, provided such assessment shall have the approval of two-thirds (2/3) of the total votes appurtenant to the Lots at a special or regular meeting of the membership if appropriate notice of said action has been given as provided in the By-Laws.

Section Five. Assessment Rate. The Lots in Westlake Village shall be assessed as follows:

1. Single Family Detached Home. Each Lot designated as a Lot on which a single family detached home is or may be constructed, shall be assessed at a rate of 100% of any annual or special assessments, fixed or levied against a Lot.

2. Condominium or Rental Unit. Each Lot designated as a Condominium Unit or rental unit shall be assessed at the rate of 50% of the annual or special assessment as may be levied or fixed against a single family detached Lot (as amended 9/27/74).

9. Article VIII, Section One is amended in its entirety to read as follows:

Section One. Enforcement. The Board of Directors shall have the responsibility of enforcing the restrictions set forth in this Article. The Board shall appoint periodically the members of an Architectural Committee, of not less than three nor more than seven members, which shall exercise authority for the Board to approve plans and specifications and assume such other enforcement responsibilities as the Board may from time to time direct.

10. Article VIII, Section Two is amended by deleting paragraph "13", and renumbering paragraph "14" to "13".

11. Article VIII, Section Eleven is amended in its entirety to read as follows:

Section Eleven. Signs. No advertising sign of any kind whatsoever shall be erected upon or displayed or otherwise exposed to view on any Lot or improvement thereon without the written consent of the Committee.

12. Article VIII, Section Thirteen, paragraphs 1 and 2 are amended in their entirety to read as follows:

1. Except with prior written approval and permission of the Committee no deep water well shall be sunk or drilled on any Lot. Each house may have a shallow well for irrigation purposes if allowed under Pinellas County regulations (as amended 9/27/74).

2. The Association shall have the sole and absolute right, but no obligation, to control the water level of the lakes located



within Westlake Village and to control the growth and eradication of plants, fowl, reptiles, animals, fish and fungi in lakes.

13. Article VIII, Section Fourteen, paragraph 4 is amended in its entirety to read as follows:

4. If an owner of a Lot refuses to mow said Lot, or to keep said lot in a clean and presentable condition, or to keep same free from debris, then the Association shall, after giving thirty (30) days notice to the Owner of said Lot, have said Lot mowed or cleaned as the case may be, and a lien may at the option of the Association be placed on said Lot on the appropriate public records, for the Association's out-of-pocket expense in connection therewith, which lien shall carry interest at the highest rate allowed by law.

14. Article VIII, Section Fifteen, paragraph 3 is amended in its entirety to read as follows:

3. No exposed above-ground tanks will be permitted for the storage of fuel or water or any other substance unless the consent of the Association is first obtained.

15. Article IX is hereby deleted in its entirety.

16. Article X is hereby renumbered to Article IX, and amended in its entirety to read as follows:

#### ARTICLE IX

#### ARTICLES OF INCORPORATION AND BY-LAWS

Section One. Articles and By-Laws. Copies of the Articles of Incorporation and By-Laws of the Association are on file in the Association Office and are available for review during normal business hours.

17. Article XI is hereby deleted in its entirety.

18. Article XII is hereby renumbered to Article X, and Section One, Paragraph 3 is hereby deleted in its entirety.

19. Article XII is hereby renumbered to Article XI, Sections One and Two are amended in their entirety to read as follows, and Section Seven is hereby deleted in its entirety, and Sections Eight through Eleven are renumbered to Sections Seven through Ten, respectively:

#### ARTICLE XI

#### MISCELLANEOUS MATTERS

Section One. Duration. This Declaration shall be construed to be covenants running with the land and shall be binding and effective until December 31, 1999, at which time they shall be automatically extended for successive periods of ten (10) years each unless the owners of not less than two-thirds (2/3) of all Lots vote, in person or by proxy, to revoke the Declaration in whole or in part or unless it is amended in accordance with Section Two below. Every purchaser or subsequent grantee of any interest in any property now or hereafter made subject to this Declaration, by acceptance of a deed or other conveyance, agrees that the covenants and restrictions of this Declaration may be extended as provided herein.

Section Two. Amendments.

1. This Declaration may be amended from time to time by recording among the Public Records of Pinellas County, Florida, an instrument executed by the president and attested to by the secretary of the Association, indicating that a meeting called for purpose of amendment was held and that the owners of a majority of all Lots, or two-thirds (2/3) of all Lots represented in the voting, whichever is the greater, approved of such amendment.
2. When voting on a proposed amendment to Article VIII-Architectural, Maintenance and Use Restrictions with Respect to Single Family Lots - the word "Lots" in paragraph 1 above shall be construed as referring to Single Family Lots only.
3. Lot Owners may vote on amendments to the Declaration person or by proxy. Voting on amendments will be conducted by written ballot.
4. Every purchaser or subsequent grantee of any interest in any property now or hereafter made subject to this Declaration by acceptance of a deed or other conveyance, agrees that the covenants and restrictions of this Declaration may be amended as provided herein.

IN WITNESS WHEREOF, the parties have executed this Amendment as dated below.

Richard Famiglietti  
PRINT NAME  
Richard Famiglietti  
PRINT NAME  
RICHARD FAMIGLIETTI  
PRINT NAME

WESTLAKE VILLAGE CIVIC  
ASSOCIATION, INC.

By William Corbett  
WILLIAM CORBETT, President

ATTEST:

Kathryn L. von Hymingen  
Secretary

STATE OF FLORIDA  
COUNTY OF PINELLAS

The foregoing instrument was acknowledged before me this 16  
day of November, 1992 by WILLIAM CORBETT, President of  
Westlake Village Civic Association, Inc., and Kathryn L. von Hymingen  
Secretary of Westlake Village Association, Inc. who are personally  
known to me and who did not take an oath.

Kathryn L. von Hymingen  
Notary Public  
PRINT NAME

My commission expires:  
NOTARY PUBLIC STATE OF FLORIDA AT LARGE  
MY COM. EXPIRES AUGUST 07 1993  
COMMISSION NO. 1111111111111111

IN WITNESS WHEREOF, we attach our signatures below:

Shirley M. Peters  
Witness (as to all)

Allen R. Settel  
Homeowner

ALLEN R. SETTEL  
Homeowner's name printed

Donna A. Filko  
Witness (as to all)

Beatrice K. Settel  
Homeowner

BEATRICE K. SETTEL  
Homeowner's name printed

STATE OF FLORIDA  
COUNTY OF PINELLAS

13 16  
Lot and Block Number

BEFORE ME, the undersigned authority, personally appeared ALLEN R. ?  
BEATRICE K. SETTEL known to me to be the persons who executed the foregoing  
Amendment to the Declaration of Covenants, Conditions, and Restrictions of  
Westlake Village, and both acknowledged before me that they executed the  
foregoing Amendment for the purposes stated therein.

IN WITNESS WHEREOF, I have hereunto set my hand and seal this 2<sup>nd</sup> day of  
April, 1990.

Vicki L. DeFon  
Notary Public

My commission expires:

Notary Public, State of Florida  
My Commission Expires May 4, 1991  
Bonded Thru Troy F.A. - Insurance Inc.

OR. 8120

PGS 429-

625

SIGS OF  
OWNERS

CERTIFICATE OF AMENDMENT

CERTIFICATE made this 17 day of SEPTEMBER, 1991, by  
TOWNHOMES OF WESTLAKE VILLAGE CONDOMINIUM ASSOCIATION, INC., a  
Florida Corporation not for profit ("Association").

WHEREAS, the Declaration of Condominium ("Declaration") for  
TOWNHOMES OF WESTLAKE VILLAGE, a Condominium ("Condominium") was  
recorded in Official Records Book 4865 Page 58, of the Public  
Records of Pinellas County, Florida; and

WHEREAS, the owners of units in the Condominium desire to  
amend the Declaration, and the Articles of Incorporation and the  
Bylaws of the Association, and a sufficient number of such owners  
has affirmatively voted at a duly called meeting of the Association  
to approve certain amendments as required therein.

NOW, THEREFORE, be it known that:

1. The Declaration is hereby amended as described in the  
Schedule of Amendments attached hereto as Exhibit "A".

2. The Articles of Incorporation of the Association are  
hereby amended as described in the Articles of Amendment attached  
hereto as Exhibit "B".

3. The Bylaws of the Association are hereby amended as  
described in the Schedule of Amendments to Bylaws attached hereto  
as Exhibit "C".

4. Any portion of the Declaration, Articles of Incorporation  
and Bylaws not amended hereby shall remain unchanged.

IN WITNESS WHEREOF, the Association has caused these presents  
to be signed the date and year first above written.

TOWNHOMES OF WESTLAKE VILLAGE  
CONDOMINIUM ASSOCIATION, INC., a  
Florida Not For Profit Corporation

By: Paul H. Schneider  
PAUL SCHNEIDER, President

Witness

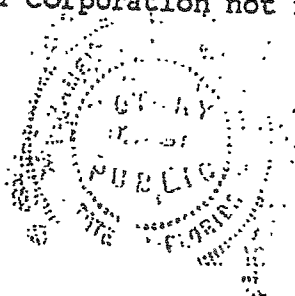
Witness

STATE OF FLORIDA)  
COUNTY OF PINELLAS)

The foregoing was acknowledged before me, this 17th day of  
September, 1991, by Paul Schneider, President of  
Townhomes of Westlake Village Condominium Association, Inc., a  
Florida Corporation not for profit, on behalf of the Corporation.

Amelia S. Washburn  
NOTARY PUBLIC

My Commission Expires:



RECORDING  
OFF. SA

NOTARY SA

KARLEEN F. DEBLAKER, CLERK  
RECORD VERIFIED BY KS

PREPARED BY AND RETURN TO:  
C. SCOTT BRAINARD  
DEEB & BRAINARD, P.A.  
P. O. BOX 1507  
ST. PETERSBURG, FL 33731

DEC/31/92

PROPOSED AMENDMENTS TO THE DECLARATION OF CONDOMINIUM

(Amendment # C-1)

Prior to Article 1. is amended by adding new paragraph as follows:

All provisions, restrictions, reservations, covenants, conditions and easements contained herein shall constitute covenants running with the land or equitable servitude upon the land, as the case may be, shall be nonexclusive and perpetual unless sooner terminated as provided herein or in the Condominium Act, and shall be binding upon all Unit Owners, as hereinafter defined, and their grantees, devisees or mortgagees, their heirs, personal representatives, successors and assigns; and all parties claiming by, through and under such persons agree to be bound by the provisions hereof and the Articles and Bylaws of the Condominium Association. Both the burdens imposed and the benefits granted shall run with each Unit and interest in the Common Elements.

(Amendment # C-2)

ARTICLE 2. DEFINITIONS, shall be substantially rewritten to read as follows:

SUBSTANTIAL REWRITING OF DECLARATION  
OF CONDOMINIUM; SEE ARTICLE 2 OF  
DECLARATION FOR PRESENT TEXT

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

2.1 "Articles" mean the Articles of Incorporation of Townhomes of Westlake Village Condominium Association, Inc., attached hereto as Exhibit "C" and by this reference made a part hereof, as they may be amended from time to time.

2.2 "Assessment" means a share of the funds required for the payment of Common Expenses, which is regularly assessed against the Unit Owner.

2.3 "Condominium Association" means Townhomes of Westlake Village Condominium Association, Inc., a Florida corporation not for profit, which is the entity responsible for the operation of the Condominium Property.

2.4 "Board" or "Board of Directors" means the Board of Directors or other representative body responsible for the administration of the Condominium Association.

2.5 "Bylaws" means the Bylaws of the Condominium Association for the government of the Condominium as they exist or may be amended from time to time, which are attached hereto as Exhibit "D".

2.6 "Common Elements" means any part of the Condominium Property not included within the Units, and which is designated as Common Elements in these Documents.

2.7 "Common Expenses" means the expenses and assessments which

are properly incurred by the Condominium Association, including but not limited to, expenses of operation, maintenance, repair, replacement, or other expenses incurred on the account of the Common Elements and Limited Common Elements, expenses of administration and management of the Condominium Property, contributions to the reserve fund necessary, in the opinion of the Board of Directors, for the replacement of Common Elements and expenses declared Common Expenses by the Condominium Association and this Declaration.

2.8 "Common Surplus" means the excess of all receipts of the Condominium Association including, but not limited to, Assessments, rents, profits and revenues on account of the Common Elements, over the amount of the Common Expenses.

2.9 "Condominium" means Townhomes of Westlake Village, A Condominium, and constitutes the form of ownership of real property which is hereby created pursuant to the provisions of the Condominium Act and which is comprised of Units which are subject to ownership by different Owners, and to each of which Units there is appurtenant an undivided share of the Common Elements.

2.10 "Condominium Act" means Chapter 718 of the Florida Statutes, as the same now exists, or may hereafter be amended from time to time.

2.11 "Condominium Document" means this Declaration, the Articles of Incorporation and the Bylaws of the Condominium Association and all other attached exhibits as the same may be amended from time to time.

2.12 "Condominium Parcel" means a Unit, together with the undivided share in the Common Elements which is appurtenant to the Unit.

2.13 "Condominium Property" means the land and personal property subjected to the condominium form of ownership, together with all improvements thereon, and all easements, rights-of-way and rights appurtenant thereto intended for use in connection with the Condominium.

2.14 "Declaration" or "Declaration of Condominium" means this instrument by which the Condominium is created, as the same may be amended from time to time.

2.15 "Limited Common Elements" means those Common Elements which are reserved for the use of a certain Unit or Units to the exclusion of all other Units.

2.16 "Protective Restrictions" refers to the Declaration of Covenants, Conditions and Restrictions of Westlake Village made on December 14, 1973, by Pinellas Service Corporation, which documents are recorded in O.R. Book 4121, page 698 et seq., Public records of Pinellas County, Florida. Said documents have been amended as follows:

1. First Amendment - September 27, 1974 O.R. Book 4223, Page 1571 et seq., Public records of Pinellas County, Florida; and

2. Second Amendment - January 6, 1978 - O.R. Book 4643, Page 1225 et seq., Public Records of Pinellas County, Florida; and

3. Third Amendment - September 29, 1978 - O.R. Book 4755, Page 2056 et seq., Public Records of Pinellas County, Florida; and

4. Amendment to Bylaws of Westlake Village Civic Association, Inc. - December 23, 1976 - O.R. Book 4493, page 170 et. seq., Public Records of Pinellas County, Florida.

2.17 "Rules and Regulations" means any and all rules and regulations of the Condominium Association promulgated by the Board pursuant to its powers under this Declaration; as provided in

Exhibit "D", as the same may be amended from time to time.

2.18 "Special Assessment" means and refers to any assessment, other than the regular monthly Assessment required by a budget adopted annually, for certain costs and expense, for which Unit Owners are liable to the Condominium Association.

2.19 "Unit" means one of the separate and identified dwellings subject to exclusive ownership which are described in Exhibit "A" to the Declaration, each of which are numbered by a number different from the number assigned to all units.

*Declaration*  
2.20 "Unit Owner" or "Owner" means a record owner of legal title to a Condominium Parcel.

2.21 "Utility Services" shall include, but not be limited to, electric power, gas, hot and cold water, heating, refrigeration, air conditioning, garbage and sewer disposal, and cable television, together with all other public service and convenience facilities.

2.22 "Voting Representative" means the individual entitled to cast the vote for a Unit, as further defined in the Bylaws.

2.23 "Westlake Village" is a development located in Pinellas County, Florida, of which this Condominium shall be a part.

(Amendment # C-3)

Article 9 MAINTENANCE, ALTERATION AND IMPROVEMENT, Section 9.1 Units (a) By the Association shall be amended to read as follows:

(5) In the event any cost or expense to the Common Elements, or the Condominium Property arises from or is necessitated by the negligence, misuse, neglect or intentional act of a Unit Owner, the Condominium Association may levy a reasonable fine against a Unit for failure of the Unit Owner or its occupant, licensee or invitee to comply with the provisions of this Declaration, the Bylaws or the Rules and Regulations of the Condominium Association. The fine may not exceed amounts set forth in the Condominium Act, nor may any fine be levied except after reasonable notice has been given. The Unit Owner should also be given an opportunity for a hearing. No fine shall become a lien against a Unit.

(Amendment # C-4)

Article 9 MAINTENANCE, ALTERATION AND IMPROVEMENT, Section 9.1 Units (b) By the Unit Owner shall be amended to read as follows:

(4) The Condominium Association shall have the right to enter into any Unit, upon reasonable notice and during reasonable hours, to inspect the Unit and make any repairs which are the responsibility of the Condominium Association. The Condominium Association may enter any Unit to perform emergency repairs in the Unit which may be necessary to prevent damage to that Unit or to any other Unit.

(Amendment # C-5)

Article 9 MAINTENANCE, ALTERATION AND IMPROVEMENT, Section 9.2 Alteration and Improvement shall be amended to read as follows:



After the completion of the improvements included in the Condominium Property which are contemplated by this Declaration, there shall be no alteration or further improvements to the Condominium Property Common Elements without the prior approval, in writing, of the ~~record-owners~~ Unit Owners of record of seventy-five (75) percent of all Units together with the Approval of the Association. The cost of such alteration or improvement shall be a Common Expense and so assessed. Any such alteration or improvement shall not interfere with the rights of any Unit Owner without his consent.

(b) By the Unit Owner:

Subject to the provision of Section 9.2 (a), which in all cases shall supersede and have priority over the provisions of this section when in conflict therewith, a Unit Owner may make such alteration or improvement to his Unit at his sole and

personal cost as he may desire, provided that all such work shall be done without disturbing the rights of other Unit Owners, that no alteration may cause an increase in any insurance premium to be paid by the Association and that a Unit Owner shall make no changes or alterations to his Unit without first obtaining the approval in writing of the Board of Directors. Any Unit Owner shall be liable for all damages to another Unit, the Common Elements, the Limited Common Elements or other portions of the Condominium Property caused by such Unit Owner's contractors, subcontractors or employees, whether said damages are caused by negligence, accident or otherwise. All alterations and improvements must be made in compliance with the Association's Rules and Regulations and existing building codes.

In the event a Unit Owner has failed to comply and be governed by the provisions of this Declaration, the Bylaws and Rules and Regulations of the Condominium Association, the Condominium Association shall have the right to exercise its remedies under the Condominium Act ( 718.303(1) F.S.) which include actions for damages or injunctive relief, or both.  
(Amendment # C-6)

ARTICLE 10. ASSESSMENTS AND COMMON EXPENSES, shall be substantially rewritten to read as follows:

SUBSTANTIAL REWRITING OF DECLARATION  
OF CONDOMINIUM; SEE ARTICLE 10. OF  
DECLARATION FOR PRESENT TEXT

10.1 Share of Common Expenses and Common Surplus: Each Unit Owner shall be liable for a proportionate share of Common Expenses and shall share in the Common Surplus in the same share as Unit Owner's undivided interest in the Common Elements; however, such share shall not vest or create in any Unit owner the right to withdraw or receive a distribution of his share of the Common Surplus.

10.2 Payments of Assessments and Special Assessments: A unit owner, regardless of how title is acquired, including a purchaser at a judicial sale, is liable for all assessments which come due while he is the Unit Owner. Except as provided in Section 10.5 hereof, the grantee of a Unit shall be jointly and severally liable with the grantor for all such unpaid assessments against the grantor up to the time of such voluntary conveyance, without prejudice to any rights the grantee may have to recover from the grantor the amounts paid by the grantee therefore. The liability for assessments of the Condominium Association may not be avoided by waiver of use of any Common Elements or common areas, services or recreational facilities, or by abandonment of the unit for which the assessment was made. The specific purpose or purposes of any Special Assessment approved in accordance with the Condominium Documents shall be set forth in a written notice of such Special Assessment sent or delivered to each Unit Owner. The funds collected pursuant to a Special Assessment shall be used only for the specific purpose or purposes set forth in the notice. Upon completion of such specific purpose or purposes, however, any excess funds will be considered Common Surplus of the Association.

10.3 Collection of Assessments and Special Assessments:

Assessments and installments due on them which are not paid on or before the tenth (10th) day of each month shall bear interest at the highest rate allowed by law, from the due date (first of each month) until paid. If any assessment, or installment thereon, shall remain unpaid thirty (30) days after its due date, the Association may accelerate payment of the balance of the assessment, and such accelerated balance shall be due and payable immediately, and shall bear interest at the highest rate allowed by law. The Association may charge an administrative late fee, in addition to interest, in accordance with Section 718.116(3), Florida Statutes, as the same now exists or may hereafter be amended from time to time. Such late fee shall be set by the Board of Directors of the Association from time to time. Notwithstanding the above, the Association may waive payment of interest, or administrative late fees, or acceleration or any of these on determination that said waiver is in its' best interest. Any payment received by the Association shall be applied first to any interest accrued against the delinquent amounts, then to any administrative late fees, then to costs and reasonable attorney's fees incurred in collection, and then to the delinquent assessment. Any late fee set by the Board of Directors by virtue of this Article shall not be subject to the provisions of Chapter 687 or Section 718.303(3), both of the Florida Statutes.

10.4 Lien and Priority.

The Association has a lien against each condominium parcel for any unpaid assessments or special assessments. The lien shall also secure costs, interest, administrative late fees, and reasonable attorney's fees related to the collection of the delinquent assessments. Said lien shall be effective from and after the time a claim of lien stating the description of the Condominium Parcel, the name of the record owner thereof, the amounts due and the dates when due, is recorded in the Public Records of Pinellas County, Florida. The lien shall continue in effect for a period of one year from the date of recording. Such claims of lien shall be signed and acknowledged by an officer of the Condominium Association or by an authorized agent of the Condominium Association. Upon full payment, the party making payment shall be entitled to a recordable satisfaction of lien. The lien shall be enforced in accordance with the provisions of Sections 718.116(5) and 718.116(6), Florida Statutes, as the same now exist, or may hereafter be amended from time to time.

The lien shall be superior in dignity to the creation of any homestead status, regardless of when the lien shall be filed for record, and each Unit owner hereby consents to the imposition of such a lien prior to any homestead status. The lien of the Association shall also be superior in dignity to any lien or mortgage against the unit, except the lien of a first mortgage, regardless of the dates the lien or mortgage is filed for record, and each person or entity acquiring a lien or mortgage interest in any unit hereby consents to the imposition of such lien priority in favor of the Association.

Liens for Assessments and/or Special Assessments and interest and any other amounts as set forth in this Section 10.4, may be foreclosed by a suit brought in the name of the Condominium Association in like manner as a foreclosure of a mortgage on real property and the Condominium Association may also bring an action to recover a money judgement for the unpaid Assessments, with

interest and late charges thereon, without waiving any claim of lien.

If after such foreclosure by the Condominium Association, the former Unit Owner shall remain in possession of the Unit, the court in its discretion, may require the Unit Owner to pay a reasonable rental for the Unit, and the Condominium Association shall be entitled as a matter of law to the appointment of a receiver to collect the same. The Condominium Association may settle or compromise any personal action or action to foreclose a lien, as it may deem in the best interest of the Condominium Association. The Condominium Association shall be entitled to bid at any sale held pursuant to a suit to foreclose a lien for Assessment and/or Special Assessment, and to apply as a cash credit against its bid all sums due, as provided herein, and covered by the lien enforced.

10.5 Rights of Mortgagees.

The provisions of 718.116(7), Florida Statutes, as the same now exists or may hereafter be amended from time to time, shall govern the rights of mortgagees; provided, however, that no mortgagee, other than the mortgagee of a first mortgage of record, shall be entitled to the benefits of such Section.

10.6 Certificate Concerning Unpaid Assessments.

Any Unit Owner or an Institutional Mortgagee of a unit has the right to require from the Condominium Association a certificate showing the amount of unpaid Assessments and/or Special Assessments with respect to the Unit which he owns or upon which it holds a mortgage.

(Amendment # C-7)

ARTICLE 11. ASSOCIATION, Section 11.1 Membership in the Association, shall be substantially rewritten to read as follows:

SUBSTANTIAL REWRITING OF DECLARATION  
OF CONDOMINIUM; SEE ARTICLE 11, Section 11.1  
OF DECLARATION FOR PRESENT TEXT

11.1 Membership in the Condominium Association.

(a) Each Unit Owner shall become a member of the Condominium Association pursuant to the provisions of the Articles of Incorporation and the Bylaws of the Association.

(b) The Owner, or all owners collectively if there is more than one (1) Owner, of each Condominium Parcel shall be entitled to one (1) vote on each matter brought before the membership of the Association pursuant to the Bylaws of the Association.

(Amendment # C-8)

ARTICLE 11. ASSOCIATION, shall be amended to add Section 11.8 Powers and Duties, which shall read as follows:

11.8 Powers and Duties. The Condominium Association:

(a) Shall adopt, revoke, and amend reasonable Rules and Regulations pertaining to the use, maintenance and conservation of the Condominium Property for the health, comfort, safety and welfare of Unit Owners and occupants as more fully set forth in the Bylaws.

(b) May enter into a management agreement providing for a manager whose duties and remuneration shall be prescribed by the Board of Directors.

(c) May grant an easement over, under, across, or through the Common Elements as it, in its sole discretion, deems advisable, without the joinder of any Unit owner or mortgagee, which easement shall be recorded in the Public Records of Pinellas County, Florida.

(d) Shall have a fiduciary relationship to the Unit Owners.

(e) May enter into agreements, to purchase any land or recreation lease, to acquire leaseholds, memberships or other possessory use interests in lands or facilities. The Condominium Association has the power whether or not the lands or facilities are contiguous to the lands of the Condominium, if they are intended to provide enjoyment, recreation, or other use or benefit to Unit Owners. The Condominium Association may not acquire or enter into agreements acquiring these leaseholds, memberships, or other possessory or use interests except as authorized by a majority of all voting representatives, and may not purchase any land without the authorization of two-thirds (2/3) of the voting representatives. The purchase price, rental, membership fees, operations, replacements and other expenses are Common Expenses. Covenants and restrictions concerning their use may be imposed in the same manner as covenants and restrictions on the Common Elements.

(f) Shall have all the powers and duties granted to a corporation not for profit pursuant to Chapter 617, Florida Statutes.

(Amendment # C-9)

ARTICLE 12. INSURANCE, Section 12.1 Authority to Purchase; Named Insured has been renumbered to Section 12.1 (a). and further amended to add a new paragraph 12.1 (b) to read as follows:

12.1 (b) Specific Provisions of Policies.

Any insurance policies covering damage to buildings and appurtenances or public liability shall be subject to the following provisions:

i. In no event shall insurance obtained by the Association be required to contribute to the payment of loss covered by insurance purchased by the Unit Owners and their mortgagees; and

ii. Such policies shall provide that coverage shall not be prejudiced by

a. Any act or neglect of any Unit Owner or his occupants when such act or neglect is not within the control of the Association; or

b. The failure of the Association to comply with any warranty or condition with regard to any portion of the premises over which the Association has no control; and

iii. Such policies shall provide that coverage may not be cancelled, renewed or substantially modified (including cancellation for non-payment of premium) without at least ten (10) days prior written notice to any and all insureds named therein and to all institutional mortgagees; and

iv. One copy of each such policies, or a certificate evidencing each such policy and the amounts and types of coverage, and all endorsements thereon, shall be furnished by the insurance company upon request to each institutional mortgagee of a unit covered by the policy, except that such copies or certificates need not be furnished more than ten (10) days prior to the beginning of the term of the policy or not more than ten (10) days prior to the expiration of each preceding policy that is being renewed or

replaces, whichever date shall occur first; and provided further, that such certificates of insurance must contain the information required in Paragraph (iii) above to be stated in the policy, include a statement as to the amounts and types of coverages afforded, indicate by descriptive name any special endorsements to the policy, and be executed by an authorized company representative; and

V. Such policies, if permissible by law, shall contain a waiver of subrogation by the insurer as to any and all claims against Unit Owners, the Condominium Association and their respective agents, employees, tenants and guests and a waiver of all defenses based upon co-insurance or upon invalidity arising from the acts of the insured.

All policies of property insurance shall provide that, notwithstanding any provisions thereof which gives the insurer the right to restore the damage in lieu of making a cash settlement, such election shall not be exercisable without the prior written consent of the Association or the insurance trustee, as hereinafter defined, whichever of them is entitled to receive the proceeds of the insurance, or when such election would be in conflict of any requirement of law. Such policies shall insure all of the Common Elements of the Condominium, and in addition, where practical, shall insure all fixtures, installations or additions comprising that part of the improvements within the unfinished interior surfaces of the perimeter walls, floors and ceilings of the individual units initially installed, and replacements thereof, but shall not insure floor coverings, wall coverings or ceiling coverings. Such policies and endorsements thereon shall be deposited with the insurance trustee or the Association.

ARTICLE 12. INSURANCE, Section 12.3 Coverage shall be amended to add a new paragraph 12.3 (e) to read as follows:

(e) Fidelity Insurance. Fidelity insurance shall be carried covering all persons who control or disburse funds of the Association, if any, in the principal sum of not less than \$10,000.00 for each such person, or in higher amounts if required by the Condominium Act.

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ARTICLE 12. INSURANCE, Section 12.7 Association as Agent, shall be substantially rewritten to read as follows:

SUBSTANTIAL REWRITING OF DECLARATION  
OF CONDOMINIUM; SEE ARTICLE 12, Section 12.7  
OF DECLARATION FOR PRESENT TEXT

12.7 Association as Agent. The Condominium Association is hereby irrevocably appointed agent, with full powers of substitution, for each Unit 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 Condominium Association, to bring suit thereon in its name and/or in the name of the other insurers, to deliver releases upon payments of claims, to compromise and settle such claims and otherwise to exercise all of the rights, powers and privileges of the Condominium Association and each Unit Owner or any other holder of an insured interest in the Condominium Property under such policies; provided, however, the actions of the Condominium Association shall be subject to the approval of any Institutional Mortgagee holding an institutional mortgage encumbering a Condominium Parcel affected.

(Amendment # C-10)

ARTICLE 14. USE RESTRICTIONS, Section 14.1 Units, shall be substantially rewritten to read as follows:

SUBSTANTIAL REWRITING OF DECLARATION  
OF CONDOMINIUM; SEE ARTICLE 14, Section 14.1  
OF DECLARATION FOR PRESENT TEXT

14.1 Units. No Unit may be occupied by more than one (1) family and for the uses incident thereto. The term 'one family' shall refer to (i) a single person, or (ii) the classic 'nuclear' family, that is, one individual or two persons who are legally married, together with his, her or their children, all of which persons are related by blood, marriage or adoption, who permanently live together as a single housekeeping unit, or (iii) any number of siblings without children, all of whom are related by blood or adoption, living together as a single housekeeping unit, or (iv) a maximum of two unmarried persons who are not siblings and who are not related by blood, marriage or adoption, living together as a single housekeeping unit. A Unit owned by an individual, corporation, partnership, trust, estate or foundation may only be occupied by the following persons and such persons' family and guests: (i) the individual Unit Owner, (ii) an officer, director, stockholder or employee of such corporation, (iii) a partner or employee of such partnership, (iv) the beneficiaries of such trust, estate or foundation, (v) permitted occupants under a lease of the Unit. In no event shall a Unit be occupied by more than six (6) persons. The Association shall have the power to authorize occupancy of a Unit by persons in addition to the above.

ARTICLE 14, Section 14.5 Leasing of Units, shall be deleted in its entirety. ~~After approval by the Association required herein, entire units may be rented provided the occupancy is only by the lessee, his family and guests. No rooms may be rented and no transient tenants shall be accommodated in any Unit, nor shall any lease of any Unit release or discharge the Owner thereof from compliance with any obligations and duties as a Unit Owner. No lease shall be for a period of time less than ninety (90) days. All of the provisions of this declaration, the By-laws of the Association, and the Rules and Regulations of the Association pertaining to use and occupancy shall be applicable and enforceable against any person occupying a Unit as a tenant to the same extent as against a Unit Owner, and a covenant upon the part of each such tenant to abide by the Rules and Regulations of the Association, and the terms and provisions of the Declaration of Condominium and the By-laws of the Association, and designating the Association as the Unit Owner's agent for the purpose of and with the authority to terminate any such lease agreement in the event of violations of such covenant shall be an essential element of any such lease or tenancy agreement, whether oral or written, and whether specifically expressed in such agreement or not. The Developer shall have the absolute right to lease without Association approval.~~

(Amendment # C-10)

ARTICLE 14 USE RESTRICTIONS, Section 14.6 Signs shall be renumbered to Section 14.5 and amended as follows:

14.65 Signs. No "For Sale" or "For Rent" signs or other displays or advertising shall be maintained on any part of the Common Elements, or Units, except that the right is specifically reserved in the Developer to place and maintain "For Sale" or "For rent" signs in connection with any unsold or unoccupied Unit he may from time to time own, and the same right is reserved to any institutional first mortgagee which may become the Owner of a Unit, and to the Association as to any Unit(s) which it may own, except with the expressed written consent of the Board of Directors.

ARTICLE 14. USE RESTRICTIONS, Section 14.7 Prohibited Vehicles, shall be renumbered to Section 14.6 and substantially rewritten to read as follows:

SUBSTANTIAL REWRITING OF DECLARATION  
OF CONDOMINIUM; SEE ARTICLE 14, Section 14.7  
OF DECLARATION FOR PRESENT TEXT

14.76 Prohibited Vehicles. Residents shall use the parking spaces specifically assigned to their unit. Parking in assigned, unassigned and guest spaces shall be limited to passenger automobiles, passenger station wagons, vans, trucks under a one (1) ton weight, and motorcycles. Motorhomes, campers, boats, trailers, trucks over a one (1) ton weight and all other objects not specifically authorized herein shall not be permitted to be parked on the Condominium Property or the common areas unless the Association gives it prior written consent. Vehicles as specifically authorized herein shall not contain, or otherwise display any means of commercial advertising. These prohibitions on parking shall not apply to the temporary parking of trucks and other commercial vehicles, such as for pickup, delivery and other commercial services as may be necessary to effectuate deliveries to the Condominium, the Association, Unit Owners and Occupants.

ARTICLE 14 USE RESTRICTIONS, Section 14.8 Regulations shall be renumbered to Section 14.7

ARTICLE 14. USE RESTRICTIONS, Section 14.9 Proviso, shall be deleted in its entirety.

~~14.9 Proviso. Until the Developer has closed the sale of all Units of the Condominium, neither the Unit owners nor the Association, nor the use of the Condominium Property shall interfere with the sale of the Units. Developer may make such use of unsold Units, Common Elements and common areas, as may facilitate such sale, including, but not limited to, maintenance of a sales office, showing of the property, and the display of signs.~~

ARTICLE 14. USE RESTRICTIONS, is amended by adding a new section, Section 14.9 which shall read as follows:

14.9 Exterior Appearance and Alterations. The Condominium Association shall have the right and responsibility to determine the exterior color scheme and all other matters related to the appearance of any of the buildings located on the



Condominium Property and shall be responsible for the maintenance thereof, except to the extent that aspects of such maintenance are designated to be the responsibility of the Unit Owner as further defined in Article 9, Section 9.1. No owner shall cause or allow improvements or changes to the exterior of any building located on the Condominium Property (including all Units and patios) or other improvements, which are part of the Condominium Property, including, but not limited to, painting or other decoration, the installation of any electrical wiring, television antennae, private cable, machines or air conditioning units which may protrude through or appear on the walls or roof of the building in which such Unit is located or in any manner change the appearance of any portion of such building without obtaining prior written consent of the Board of Directors.

ARTICLE 14. USE RESTRICTIONS, is amended by adding a new section, Section 14.10 which shall read as follows:

14.10 Maintenance of Unit. Each Unit Owner shall maintain his Condominium Unit and all interior surfaces within or immediately surrounding the Unit in good repair and in a clean and sanitary manner.

A Unit Owner shall make no repairs to plumbing or electrical wiring within a Unit except by plumbers and electricians authorized to do such work by the Association. Plumbing and electrical repairs within a Unit shall be paid for and be the financial obligation of the Unit Owner. The Condominium Association shall be responsible for plumbing repair and electrical wiring within the Common Elements.

ARTICLE 14. USE RESTRICTIONS, is amended by adding a new section, Section 14.11 which shall read as follows:

14.11 Pets. Unit Owners and Occupants may keep two (2) pet animals in his Unit provided that the pet is considered a common household pet and does not weigh in excess of twenty (20) pounds. In the event a Unit Owner or Occupant maintains a pet in his Unit, such Unit Owner or Occupant shall, in addition to the Condominium Documents and the Rules and regulations as may be adopted by the Association, be subject to the following restrictions:

(a) The pet will not be allowed out of the Unit unless it is in the custody of its owner, carried or on a leash, and its droppings are picked up.

(b) The Unit Owner or Occupant shall be liable for any damage to the building, grounds, flooring, walls, trim, finish, tiles, carpeting and any other part of the Condominium Property caused by his pet.

(c) The Unit Owner or Occupant shall be financially responsible for any personal injury or property damage caused to any other Unit Owner, Occupant, guest or employee of the Association or to any member of the public, by his pet.

(d) The Unit Owner or Occupant shall put the pet out to board at its own expense should it be necessary because of any noise, barking or damage to the Condominium Property and/or grounds or any reasonable complaints from other Unit Owners in the Condominium.

(e) No pet or other animal may be kept by any Unit Owner or Occupant on any part of the Condominium Property which constitutes a nuisance and which unreasonable interferes with the quiet enjoyment of the premises by other Unit Owners or Occupants.



ARTICLE 14. USE RESTRICTIONS, is amended by adding a new section, Section 14.12 which shall read as follows:

14.12 Tenant Use. A tenant of any Unit Owner shall have the same right to use the recreational facilities as the owner of said Unit has; provided, however, that when a Unit is leased, a tenant shall have all use rights in the Condominium Property and those Common Elements readily available for use generally by Unit Owners, and the Unit Owner shall not have such rights except as a guest. In no event, shall any individual or family other than those residing in the Condominium and their guests be entitled to use of said recreational facilities. The Board of Directors shall have the authority to make reasonable rules and regulations in this regard.

(Amendment # C-11)

ARTICLE 15. MAINTENANCE OF COMMUNITY INTERESTS, shall be renamed as SALES AND LEASE APPROVAL, and shall be substantially rewritten to read as follows:

SUBSTANTIAL REWRITING OF DECLARATION  
OF CONDOMINIUM; SEE ARTICLE 15  
OF DECLARATION FOR PRESENT TEXT

15. SALES AND LEASE APPROVAL

In order for the Condominium Association to maintain accurate records, no Unit Owner may sell, transfer, or lease his Unit except by complying with the following procedures:

15.01 Sales

(1) Prior to the sale or transfer of a Condominium Parcel, any Owner desiring to sell or otherwise transfer any interest in his Condominium Parcel, other than a transfer solely as security for payment of an obligation, shall first submit to the Board of Directors an application for sale which shall include (i) the name of the proposed purchaser, (ii) a copy of the contract for sale, and (iii) such other information as the Board may request within five (5) days from receipt of application concerning the sale. The Board shall consider the application, and shall advise the Unit Owner within ten (10) days from the date of submission of the application and all relevant materials as to whether the application is approved or disapproved. If approved, the approval of the Board shall be in writing and executed in such a manner as to entitle it to be recorded in the Public Records of Pinellas County, Florida. If disapproved, the disapproval shall be in writing. Written notice is to be delivered to the Unit Owner's unit or mailed to the place designated by the Unit Owner in his application.

(2) If neither approved or disapproved within twenty (20) days, the transfer shall be deemed to have been approved by the Board of Directors, but such failure to expressly approve or disapprove shall not be construed as a waiver of the Association's right to enforce the occupancy and lease restrictions contained herein against the purchaser of the unit, or any person using the unit with the purchaser's permission. If approval is granted by virtue of the Board's failure to timely disapprove, the Board shall, upon request of the Unit Owner, issue an approval in writing and executed in such a manner as to entitle it to be recorded in the Public Records of Pinellas County, Florida. The Board of Directors may disapprove an application for sale or transfer if any assessment against the unit is delinquent at the time the application is submitted or where the unit owner is in violation

of the Rules and Regulations, this Declaration or any other Condominium document at the time the application is submitted.

(3) Except if the sale or transfer shall be disapproved because the proposed occupancy or use of the unit pursuant to the proposed sale would be in violation of the Declaration, By-Laws, the Rules and Regulations, or the Condominium Act, the Board shall have thirty (30) days from the date of disapproval within which to agree to purchase the condominium Parcel, or to provide a purchaser, on the same terms and conditions in the contract for sale. Notice of agreement to purchase shall be delivered to the proposed seller or mailed to his address as shown on the Condominium Association records. In the event the Condominium Association is of the opinion that the price is not a bonafide sales price, then, at the option of the Condominium Association, the sales price shall be the fair market value of the unit determined by the average of the values assigned by the written appraisals of three (3) recognized real estate appraisers, one of whom shall be selected by the Condominium Association, one by the proposed seller, and the third by the first two appraisers. The Condominium Association shall notify the seller of its election to obtain appraisals of the unit within ten (10) days after issuance of disapproval. All appraisers shall be selected within ten (10) days from the Association's notice to the seller of its election to obtain appraisals. The cost of appraisals shall be divided equally between the Association and the seller.

(4) If the Board of Directors fails to perform its obligation to agree to purchase within the said thirty (30) day period, the Unit Owner shall be free to sell and convey the parcel to the intended purchaser in accordance with the proposed contract. In the event the contract submitted to the Association with the application shall not be closed as provided in said contract, then the Unit Owner shall not close the sale of the unit under any other terms without first submitting the revised contract containing the different terms to the Association pursuant to this section.

(5) Any attempt to convey title to a unit to a purchaser without first obtaining approval of the Association as provided herein shall be defective conveyance, and shall not be valid as against the Association. In the event a deed or instrument of conveyance shall be recorded in the Public Records of Pinellas County, Florida, without the recording of a corresponding approval form, such conveyance shall not be complete, nor shall it be effective to pass clear title to the purchaser, until approval has been granted and recorded in accordance with this Article. Regardless of the perceived harshness of the remedy, the Association shall be entitled to have the conveyance set aside, and the purchaser shall not become a Member of the Association, nor shall the Purchaser enjoy any of the rights of a Member or Unit Owner, nor shall the original Unit Owner's membership in the Association terminate, until approval has been granted and recorded in accordance with the provisions of this Article.

#### 15.01 Leases

(1) No unit shall be leased or rented by the respective Unit Owner for transit or hotel purposes which are hereby defined as (a) rentals for less than ninety (90) days, or (b) rentals where the occupants of the unit are to be provided services, such as room service for food and beverage, maid service, furnishings of laundry and linens, and bell boy services. No lease of less than the entire unit may be made. Once a lease has been commenced, no subsequent lease may be commenced until at least ninety (90) days after the commencement of the current lease.

(2) Other than for the foregoing, the owner or owners of the respective units shall have right to lease the same, provided that all leases are made subject to this Declaration and the Condominium Act, and the lessee has first been approved for

occupancy in writing by the Board of Directors of the Association, which approval shall not be reasonably withheld; provided, however, that the Board of Directors may disapprove an application for lease if any assessment against the unit is delinquent at the time the application is submitted or where the unit owner is in violation of the Rules and Regulations, this Declaration or any other Condominium document at the time the application is submitted.

(3) Any unit Owner desiring the lease his unit shall submit an application for lease to the Board of Directors at least ten (10) days prior to the commencement date of the proposed lease, which application shall include a copy of the requested lease, and such other information as may be reasonably requested by the Board within five (5) days from receipt of the application. The Condominium Association shall have the right to require that a substantially uniform form of lease to be used. Written leases shall provide (and if a lease does not so provide, shall be deemed to provide) that the Condominium Association shall have the right to evict the tenant on behalf of the Unit Owner in the event of violation of Florida Law or the Condominium Documents. The Unit Owner shall be responsible for all attorney's fees and costs incurred by the Association as a result of a violation of the Condominium Documents and/or the Rules and Regulations by the tenant, regardless of whether suit is instituted and may levy a Special Assessment therefor. Any purported lease of a unit in violation of this Section shall be wholly null and void. The Unit Owner shall be deemed to have authorized and empowered the Condominium Association (if it so elects in the sole discretion of the Board) to institute legal proceedings to evict the purported tenant in the name of said owner as the purported landlord. Said Unit Owner shall reimburse the Association for all expenses, including attorney's fees and disbursements, incurred in connection with the proceedings and the Condominium Association may collect same as provided by Florida Law. If the Board of Directors shall not have disapproved the application within fifteen (15) days from its receipt thereof, then the unit owner may make the lease; provided, however, that such right to make the lease shall not constitute a waiver by the Association of the right to enforce occupancy and use restrictions against the tenant. In the event a unit owner shall give possession of his unit to any person under a lease without first obtaining the approval of the Board as provided herein, that possession by the tenant shall be a violation of the Declaration, and the Association shall be entitled, regardless of the perceived harshness of the remedy, to entry of an injunction against the unit owner and the tenant removing the tenant from possession until approval has been granted hereunder. The fact that the Association may or may not ultimately approve the tenant for occupancy shall not be a defense to the issue of whether the violation exists, and no unit owner may raise the same as a bar to the Association's action take hereunder to remove the tenant from occupancy.

(4) Security Deposit. As a condition for approval of an application for lease of a unit, the Association may require the prospective lessee to place a security deposit, in an amount not to exceed one (1) month's rent, into an escrow account maintained by the Association. The security deposit shall protect the Association against damages to the common elements or other Association property. Payment of interest, claims against the security deposit, and disputes under this Section shall be handled in the same fashion as provided in Part II of Chapter 83, Florida Statutes. The provisions of this section shall be governed by the provisions of Section 718.112(2)(i), Florida Statutes, as the same now exists, or may hereafter be amended.

15.03 Application Fee. In connection with an application for sale or lease of a unit, the Association may charge an application fee, which fee shall be set, and may be changed, by the Board of Directors from time to time, but shall not exceed the maximum amount permitted by Section 718.112(i), Florida Statutes, as the same now exists, or may hereafter be amended from time to time.

15.04 No unit subject to a lease may be subleased without the express written consent of the Board of Directors, and such consent may be arbitrarily withheld.

15.05 If a corporation is the owner of a unit, it may designate a person as the regular occupant of the unit, and the corporation shall not be required to obtain approval under this Article for such occupancy, but shall be required to register the occupant with the Association prior to occupancy. During the time a person has been designated to occupy the unit, occupancy of the unit, either permanently or temporarily, by any person other than the designated occupant, shall be considered to be a lease, and shall be subject to the requirements of this Article, whether or not any sum of money, or other consideration, shall be paid or given by the occupant to the owner for the use of the unit. If the owner designates a person to occupy the unit, no changes in designation shall be permitted until at least ninety (90) days after the commencement of the occupancy by the current designee.

15.06 The Unit Owner wishing to sell, transfer or lease his unit does hereby irrevocably authorize the Association to make inquiries deemed appropriate by the Condominium Association to any person in regard to obtaining information pertaining to the purchaser, lessee, or any other person to reside in the unit, including, but not limited to, background, personal history, financial and medical history. In the event the purchaser or lessee is a corporation, the provisions hereof shall extend to both the corporation, its principals, and the persons who are intended to occupy said unit.

15.07 Anything in this Section 15 to the contrary notwithstanding, should any unit at any time become sublet to an institutional first mortgage, the holder thereof, upon becoming the owner of such unit through foreclosure, or other means, shall have the unqualified right to sell, lease or otherwise transfer said unit, including the fee ownership thereof, without prior approval of the Condominium Association.

(Amendment # C-12)

ARTICLE 17. RIGHTS OF DEVELOPER shall be deleted in its entirety.

17. RIGHTS OF DEVELOPER

~~Notwithstanding anything herein to the contrary, the Developer shall have the right of first refusal to purchase any Unit which the Association shall have the right to purchase upon the same price and at the same terms available to the Association, such right of first refusal to continue until such time as the Developer shall have completed, sold and closed on the sale of all Units in the Condominium.~~

(Amendment # C-13)

ARTICLE 19. AMENDMENTS, shall be retitled AMENDMENT TO DECLARATION, and substantially rewritten to read as follows:

SUBSTANTIAL REWRITING OF DECLARATION  
OF CONDOMINIUM; SEE ARTICLE 19  
OF DECLARATION FOR PRESENT TEXT

Subject to the other provisions of this Declaration

relative to amendments, this Declaration may be amended in accordance with the following provisions:

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

19.02 Resolution. An amendment may be proposed by either a majority of the Board of Directors or by not less than ten percent (10%) of the Voting Representatives. Unless otherwise provided herein, the resolution adopting a proposed amendment must bear the approval of not less than a majority of the Board of Directors and two-thirds (2/3) of the voting representatives who cast their vote, or not less than seventy percent (70%) of the voting representatives who cast their vote. Members not present at the meetings concerning the amendment may vote by written proxy, delivered to the Secretary of the Condominium Association at or before such meeting.

19.03 Amendment Without Meeting. In the alternative, unless otherwise provided herein, the Declaration may be modified or amended without meeting, without prior notice and without a vote, if a consent in writing setting forth the modification or amendment shall be signed by fifty-one percent (51%) of all Voting representatives.

19.04 Provisos.

(a) Any provision in this Section 19 to the contrary notwithstanding, however, no amendment shall discriminate against any Unit Owner or holder of a mortgage on any Unit or against any Unit or class or group of Unit Owners or Units or prejudice the rights and priorities of a holder of a mortgage on any Unit, unless the Unit Owners so affected and the holders of mortgages on such Units shall unanimously consent thereto; and no amendment shall change any Unit or change the share in Common Elements appurtenant thereto or any other of its appurtenances, including Common Surplus, or increase any Unit Owner's share in the Common Expenses, unless the Unit Owner(s) concerned and all affected mortgagees shall join in the execution of the amendment.

19.05 Execution and Recording. A copy of each amendment shall be attached to a certificate which shall include the recording date identifying this Declaration, certifying that the amendment was duly adopted, which certificate shall be executed by the President and/or the Secretary of the Condominium Association with formalities of a deed. The amendment shall be effective when such certificate and a copy of the amendment are recorded in the Public Records, Pinellas County, Florida.

(Amendment # C-14)

ARTICLE 21. SEVERABILITY, shall be retitled ADDITIONAL PROVISIONS, and substantially rewritten to read as follows:

SUBSTANTIAL REWRITING OF DECLARATION  
OF CONDOMINIUM; SEE ARTICLE 21  
OF DECLARATION FOR PRESENT TEXT

21.1 Covenants Running with the Land. All provisions of the Condominium Documents shall, to the extent applicable and unless otherwise expressly therein provided to the contrary, be perpetual and be construed to be covenants running with the land and with every part thereof and interest therein, and all of the provisions of the Condominium Documents, both the benefits and burdens alike, shall be binding upon and inure to the benefit of the owner of all or any part thereof, or interest therein, and his heirs, executors, administrators, legal representatives, successors

and assigns, but the same are not intended to create nor shall they be construed as creating any rights in or for the benefit of the general public. All Unit Owners and Occupants of Units shall be subject to and comply with the provisions of the Condominium Documents and Rules and Regulations promulgated thereunder.

21.2 Severability. The invalidity in whole or in part of any covenant or restriction or any paragraph, subparagraph, section, subsection, sentence, clause, phrase, word or other provision, of this Declaration, The Articles, Bylaws, the Rules and Regulations of the Condominium Association promulgated thereto, and any exhibits attached hereto, as the same may be amended from time to time, or the Condominium Act as it now exists or may be amended from time to time, or the invalidity in whole or in part of the application of any such covenant, restriction, paragraph, subparagraph, section, subsection, sentence, clause, phrase, word or other provision, shall not affect the remaining portions thereof.

21.3 Notices. The following provisions shall govern the notice requirements, except as may be specifically provided to the contrary herein. All notices required or desired under the Condominium Documents to be sent to the Condominium Association shall be sent certified mail, return receipt requested, to the Secretary of the Condominium Association, or to such other address as the Condominium Association may hereafter designate from time to time by notice in writing to all Unit Owners. Except as provided specifically to the contrary in the Condominium Act, all notices to any Unit Owner shall be delivered in person or sent by first-class mail to the address of such Unit Owner at the condominium, or to such other address as he may have designated from time to time, in a writing duly receipted for, to the Condominium Association. Proof of mailing or personal delivery to him by the Condominium Association may be provided by the affidavit of the person mailing or personally delivering said notice or by a post office certificate of mailing. All notices to Institutional Mortgagees shall be sent by regular mail, to their respective principal offices, or to such other address as may have been designated by them, from time to time in writing to the parties sending the notice. All notices shall be deemed to have been given when delivered to the addressee in person in accordance with the provisions of this Declaration or when mailed in a postage-paid, sealed envelope, except notices of address changes, which shall be deemed to have been given when received.

21.4 Governing Law. Unless otherwise provided in the Condominium Documents, should any dispute or litigation arise between any of the parties whose rights or duties are affected or determined by the Condominium Documents or the Rules and Regulations adopted pursuant to such Documents, such dispute or litigation shall be governed by the laws of the State of Florida.

21.5 Waiver. No provisions contained in the Condominium Documents and the Rules and Regulations promulgated thereunder shall be deemed to have been waived by reason of any failure to enforce the same, irrespective of the number of the violations.

21.6 Ratification. Each Unit Owner, by reason of having acquired ownership of his Condominium Parcel, whether by purchase, gift, operation of law or otherwise, shall be deemed to have acknowledged and agreed that all the provisions of the Condominium Documents and the Rules Regulations promulgated thereunder are fair and reasonable in all material aspects.

21.7 Gender, Plurality and Construction. Wherever the context so requires, the use of any gender shall be deemed to include all genders, the use of the singular shall include the plural and the use of the plural shall include the singular. The provision of the Condominium Documents shall be liberally construed to effectuate their purpose of creating a uniform plan for the operation of a Condominium.

21.8 Regulations, Fines and Other Enforcement Provisions. The Board of Directors is specifically empowered to pass any and all rules and regulations necessary to carry out its powers and responsibilities and to enforce the Condominium Documents, including by way of explanation, but not limitation, the promulgation of reasonable fines and penalties and defined herein, to the extent permitted by the Condominium Act and Administrative Rules promulgated thereunder, as they now exist or may be amended from time to time.



INST # 91-344507  
DEC 19, 1991 9:15PM  
FIFTH AMENDMENT TO  
WESTLAKE VILLAGE DECLARATION OF  
COVENANTS, CONDITIONS AND RESTRICTIONS

THIS DOCUMENT is an Amendment to that certain Declaration of Westlake Village  
Declaration of Covenants, Conditions and Restrictions dated December 14, 1973,  
made by PINELLAS SERVICE CORPORATION, which document was recorded in O. R. Book  
4121, page 698 through 721, Public Records of Pinellas County, Florida.

WITNESSETH:

A majority of a quorum members present at a General Meeting held on the 10th  
of November, 1991 voted to amend the Bylaws of the Westlake Village Civic Associa-  
tion, Inc. dated December 20, 1973, as follows:

(1) Article I, NAME AND LOCATION, is deleted and the following is substituted  
therefor:

Article I. NAME AND LOCATION. The name of the corporation is WESTLAKE  
VILLAGE CIVIC ASSOCIATION, INC., hereinafter referred to as the "Association."  
The principal office of the corporation shall be located at 810 Village Way,  
Palm Harbor, Florida but the meetings of members and directors may be held at such  
places within the State of Florida, County of Pinellas, as may be designated by the  
Board of Directors.

(2) Section 1 of Article III, MEETING OF MEMBERS, is deleted and the following  
is substituted therefor:

Section 1. Annual Meetings. Regular annual meetings of the Members shall  
be held on the first tuesday after the eighth of November of each year, at the time  
and place in Pinellas County, Florida, as established by the Board of Directors.  
If the day for the annual meeting of the Members is a legal holiday, the meeting  
will be held at the same hour on the first day following which is not a legal holiday.

(3) Section 1 of Article IV, BOARD OF DIRECTORS: SELECTION: TERM OF OFFICE,  
is deleted and the following is substituted therefor:

Section 1. Number and Term of Office. The affairs of this Association  
shall be managed by a Board of nine (9) directors, who need not be Members of the  
Association. At each annual meeting, the Members shall elect three (3) directors,  
each for a term of three (3) years. Each director shall be elected to serve the  
aforementioned term, or until the successor shall be elected and shall qualify.

(4) Section 1, ARTICLE V, NOMINATIONS AND ELECTION OF DIRECTORS, is deleted  
and the following is substituted therefor:

Section 1. Nomination. Nomination for election to the Board of Directors  
shall be made by a Nominating Committee. Nominations may also be made from the  
floor at the annual meeting. The Nominating Committee shall consist of a Chairman,  
who shall be a member of the Board of Directors, and two or more Members of the  
Association, who may or may not be members of the Board of Directors. The Nominating  
Committee shall be appointed by the President at least thirty (30) days prior to  
each annual meeting of the Members. The Nominating Committee shall make as many  
nominations for election to the Board of Directors as it shall in its discretion  
determine, but not less than the number of vacancies that are to be filled. Such  
nominations may be made from among Members or non-members.

(5) Section 1, ARTICLE VI, MEETING OF DIRECTORS, is deleted and the following  
is substituted therefor:

Section 1. Regular Meetings. Regular meetings of the Board of Directors  
shall be held monthly without notice, at such place and hour as may be fixed from  
time to time by resolution of the Board, except as hereinafter provided.

KARLEEN A. BELMONT  
RECORD VERIFIED BY: RBN

RETURN TO: Karleen A. Belmont  
319 Alameda Drive  
Palm Harbor, FL 34683

Per Amended 12/19/91



said meeting fall upon a legal holiday, then that meeting shall be held at the same time on the next day which is not a legal holiday.

(6) Section 1, subsection (f) of ARTICLE VII, POWERS OF THE BOARD OF DIRECTORS, is deleted and subsection (g) and (h) are relettered (f) and (g) respectively.

(7) Section 8, subsection (c) and (d) of ARTICLE VIII, OFFICERS AND THEIR DUTIES, are deleted and the following are substituted therefor:

Section 8. Subsection (c). Secretary. The secretary shall record the votes and keep the minutes and proceedings of the Board and of the Members; keep the corporate seal of the Association and affix it on all pages requiring said seal; serve notice of meetings of the Board and of the Members; keep appropriate current records showing the Members of the Association together with their addresses, and shall perform such other duties as required by the Board.

Section 8. Subsection (d). Treasurer. The treasurer shall receive and deposit in appropriate bank accounts all monies of the Association and shall disburse such funds as directed by resolution of the Board of Directors; shall sign all checks and promissory notes of the Association; keep proper books of account; cause an annual audit of the Association books to be made by a certified public accountant at the completion of each fiscal year; and shall prepare an annual budget and a statement of income and expenditures to be represented to the membership at its regular annual meeting, and deliver a copy of each to the Members

(8) ARTICLE IX, COMMITTEES, SECTION 3 and SECTION 4 are deleted and the following is substituted therefor:

Article IX, Committees. The Board of Directors shall elect an Architectural Control Committee as provided in the Declaration and the President shall appoint other standing Committees, as follows: Recreation Committee, Maintenance Committee, Communications Committee, and Audit and Budget Committee. Unless otherwise provided herein, each Committee shall consist of a Chairman and two (2) or more Members and shall include a Member of the Board of Directors for Board contacts. The President and/or the Board of Directors may appoint such other Committees as deemed advisable.

Section 3. The Communications Committee shall inform the Members of all activities and functions of the Association and shall, after consulting with the Board of Directors, make such public releases and announcements as are in the best interest of the Association.

Section 4. The Audit and Budget Committee shall supervise the annual audit of the Association's books, if requested by the Treasurer, and shall work on the annual budget, as requested by the Board, and shall approve the annual budget. The Treasurer shall be an ex officio Member of the Committee.

(9) ARTICLE X, BOOKS AND RECORDS, is deleted and the following is substituted therefor:

Article X. Books and Records. The books, records and papers of the Association shall at all times, during reasonable business hours, be subject to inspection by any Member upon 24 hours written notice. The Declaration, the Articles of Incorporation and the By-Laws of the Association shall be available for inspection by any Member at the principal office of the Association, where copies may be purchased at reasonable cost.

(10) Section 1 of ARTICLE XIII, AMENDMENTS is deleted and the following is substituted therefor:

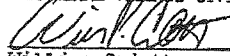
Section 1. Amendments. These By-Laws may be amended at a regular or special meeting of the Members, by a vote of a majority of a quorum of Members present in person or by proxy, provided that, those provisions of these By-Laws which are governed by the Articles of Incorporation may not be amended except as provided in said Articles

or by applicable law; and provided further that any matter governed by the Declaration may not be amended except as provided in said Declaration or by applicable law.

(11) ARTICLE XV, MISCELLANEOUS is deleted and the following is substituted therefor:  
Article XV. The fiscal year of the Association shall begin on the first day of January and end on the 31st day of December of every year.

IN WITNESS, WHEREOF, the undersigned parties have hereunto set their hands and seals this 18th day of November, 1991.

WESTLAKE VILLAGE CIVIC ASSOCIATION, INC.

  
\_\_\_\_\_  
William Corbett  
its President

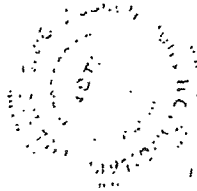
I HEREBY CERTIFY, as the Secretary of Westlake Village Civic Association, INC., a Florida not-for-profit corporation, that the foregoing Amendments to the By-Laws of this corporation as recorded in O. R. Book 4121, page 698. et seq., of the Official Records of Pinellas County, Florida were duly adopted by the members at the regular meeting as authorized on the 12th day of November, 1991.

DATED: Nov. 18, 1991

WESTLAKE VILLAGE CIVIC ASSOCIATION, INC.

By   
\_\_\_\_\_  
Secretary

(Corporate Seal)



15027097	ONE	12-17-91	13:17:02
OF 001-WESTLAKE VILLAGE			
RECORDING	1	\$15.00	
TOTAL:		\$15.00	
CASH AMT. REQUIRED:		\$15.00	
CHANGE:		\$0.00	

RECORDING  
REC  
DE  
INT  
FEB  
MAY  
P/C  
REV

FEB 28, 1991 7:45PM

PINELLAS COUNTY FLA.  
OFF. REC. BK 7304 PG 1495

FOURTH AMENDMENT TO  
WESTLAKE VILLAGE DECLARATION OF  
COVENANTS, CONDITIONS AND RESTRICTIONS

THIS DOCUMENT is an Amendment to that certain Declaration of Westlake Village Declaration of Covenants, Conditions and Restrictions dated December 14, 1973, made by PINELLAS SERVICE CORPORATION, which document was recorded in O. R. Book 4121, page 698 through 721, Public Records of Pinellas County, Florida.

12008660 SMC 02-28-91 16:52:14

01 DCL-WESTLAKE VILLAGE

WITNESSETH: RECORDING 1 \$6.00

A majority of a quorum members present at a General Meeting held on the 20th of November, 1990 voted to amend the Bylaws of the Westlake Village Civic Association, Inc., dated December 20, 1973, as follows:

TOTAL: \$6.00  
CHECK AMT. TENDERED: \$6.00  
CHANGE: \$0.00

(1) Section 1 of Article III, MEETING OF MEMBERS, is deleted and the following is substituted therefor:

Section 1. Annual Meetings. The first annual meeting of the Members shall be held within one (1) year from the date of incorporation of the Association or not later than thirty (30) days after fifty-one (51%) percent of the Lots have been sold, whichever occurs first. Subsequent regular meetings of the Members shall be held on the first Tuesday after the eighth of November of each year thereafter, at the time and place in Pinellas County, Florida, as established by the Board of Directors. If the day for the annual meeting is a legal holiday, the meeting will be held at the same hour on the first day following which is not a legal holiday.

(2) Section 2 of Article VIII, OFFICERS AND THEIR DUTIES, is deleted and the following is substituted therefor:

Section 2. Election of Officers. The election of officers shall take place at the first meeting of the Board of Directors following each annual meeting of the Members, which shall be held not less than five (5) days following such meeting.

IN WITNESS WHEREOF, the undersigned parties have hereunto set their hands and seals this 27th day of November, 1990.

WESTLAKE VILLAGE CIVIC ASSOCIATION, INC.

By William A. Crawford, Jr.  
William A. Crawford, Jr.,  
its President

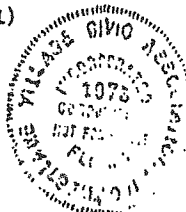
I HEREBY CERTIFY, as the Secretary of WESTLAKE VILLAGE CIVIC ASSOCIATION, INC., a Florida not-for-profit corporation, that the foregoing Amendments to the Bylaws of this corporation as recorded in O. R. Book 4121 page 698, et seq., of the Official Records of Pinellas County, Florida were duly adopted by the members at the regular meeting as authorized on the 20th day of November, 1990.

DATED: Nov. 27, 1990

WESTLAKE VILLAGE CIVIC ASSOCIATION, INC.

By Jean M. Mader  
Secretary

(Corporate Seal)



RETURN TO:

Westlake Village Civic Assoc.

P.O. Box 485

FL 34682-0485

CLERK  
J.R.

Der Amend 2/28/91

PINELLAS COUNTY FLA.  
INST # 90-137029

\*\*\* OFFICIAL RECORDS \*\*\*  
BOOK 7281 PAGE 2232

CERTIFICATE OF AMENDMENT  
TO  
DECLARATION OF CONDOMINIUM  
FOR

THE TOWNHOMES OF WESTLAKE VILLAGE, A CONDOMINIUM

NOTICE IS HEREBY GIVEN that at a duly called meeting of the members on March 20, 1990, by a vote of not less than 51% of the total votes of the voting members of the Association, the Declaration of Condominium for THE TOWNHOMES OF WESTLAKE VILLAGE, CONDOMINIUM ASSOCIATION, INC., as originally recorded in O.R. Book 4865, Page 58, et seq., in the Public Records of Pinellas County, Florida, be, and the same hereby is amended as follows:

"The Declaration of Condominium for THE TOWNHOMES OF WESTLAKE VILLAGE CONDOMINIUM, A CONDOMINIUM is hereby amended in accordance with Exhibit "A" attached hereto and entitled "Schedule of Amendments to Bylaws."

IN WITNESS WHEREOF, THE TOWNHOMES OF WESTLAKE VILLAGE CONDOMINIUM ASSOCIATION, INC. has caused this Certificate of Amendment to be executed in accordance with the authority hereinabove expressed this 21 day of May, 1990.

THE TOWNHOMES OF WESTLAKE  
VILLAGE CONDOMINIUM  
ASSOCIATION, INC.

01 RECORDING  
REC 1050  
DS \_\_\_\_\_  
INT \_\_\_\_\_  
REES \_\_\_\_\_  
MTF \_\_\_\_\_  
OPIC \_\_\_\_\_  
REV \_\_\_\_\_

By: Tamara H. Schneider  
President

TOTAL 1050  
88

STATE OF FLORIDA  
COUNTY OF PINELLAS

On this 4th day of May, 1990, personally appeared before me Paul Schneider, President, and Carol Balisle, Secretary of THE TOWNHOMES OF WESTLAKE VILLAGE CONDOMINIUM ASSOCIATION, INC., and acknowledged the execution of this instrument for the purposes herein expressed.

Rose H. DeBlaker  
NOTARY PUBLIC

KARLEEN F. DEBLAKER, CLERK  
MAY 21, 1990 5:15PM

Notary Public, State Of Florida At Large  
My Commission Expires Feb. 17, 1991  
Bonded By SAICO Insurance Company of America

Community Management.

RETURN TO 2475 East Bay Drive Suite 205  
CLWTR. F2 34624

Condominium Plats pertaining hereto are filed in Condo Plat Book 34 page 102.

Doc Amend 4/10/90

SCHEDULE OF AMENDMENTS  
TO  
BYLAWS  
FOR  
THE TOWNHOMES OF WESTLAKE VILLAGE CONDOMINIUM ASSOCIATION, INC.

1. Section 2.4 of the Bylaws is amended to read as follows:

"2.4 A quorum at members' meetings shall consist of persons entitled to cast a majority thirty-five percent (35%) of the votes of the entire membership. The acts approved by a majority of the votes present at a meeting at which a quorum is present shall constitute the acts of the members, except when approval by a greater number of members is required by the Declaration of Condominium, the Articles of Incorporation of the Association, or these By-Laws."

26083983 NSB 05-21-90 14:59:24  
01 -  
RECORDING 1 \$10.50  
TOTAL: \$10.50  
CHECK AMT. TENDERED: \$10.50  
CHANGE: \$0.00

EXHIBIT "A"

16-90  
DAS  
I/T  
Tot

RETURN TO:

PETER M. DUNBAR, ESQ.

This Instrument Was Prepared By  
Dunbar, Boyer & Rayburn  
P. O. Box 1197, Dunedin, FL. 34296

87107420

CERTIFICATE OF AMENDMENT  
TO  
DECLARATION OF CONDOMINIUM  
OF

O.P. 6481 PAGE 2209

THE TOWNHOMES OF WESTLAKE VILLAGE, A CONDOMINIUM

NOTICE IS HEREBY GIVEN that at a duly called meeting of the members on March 17, 1987, by a vote of not less than 75% of the voting interests of the Association and after the unanimous adoption of a Resolution proposing said amendments by the Board of Administration, the Declaration of Condominium for THE TOWNHOMES OF WESTLAKE VILLAGE, A CONDOMINIUM, as originally recorded in O.R. Book 4865, Page 58, et seq., in the Public Records of Pinellas County, Florida, be, and the same is hereby amended as follows:

The Bylaws of TOWNHOMES OF WESTLAKE VILLAGE CONDOMINIUM ASSOCIATION, INC., is hereby amended in accordance with Exhibit "A" attached hereto and entitled "SCHEDULE OF AMENDMENTS TO BYLAWS FOR TOWNHOMES OF WESTLAKE VILLAGE, A CONDOMINIUM."

IN WITNESS WHEREOF, TOWNHOMES OF WESTLAKE VILLAGE CONDOMINIUM ASSOCIATION, INC., has caused this Certificate of Amendment to be executed in accordance with the authority hereinabove expressed this 21<sup>st</sup> day of April, 1987.

(CORPORATE SEAL)

01 Cash 11 Ctg  
40 Rec 13.00  
41 DS  
43 Int

TOWNHOMES OF WESTLAKE VILLAGE  
CONDOMINIUM ASSOCIATION, INC.

ATTEST:

Tot 13.00

By: Paul H. Schneider  
President

Champ A. Smith  
Secretary

STATE OF FLORIDA

COUNTY OF PINELLAS

15 15888109 40  
40  
TOTAL

1. 30AL87  
13.00  
13.00 CHK

On this 21st day of April, 1987, personally appeared Paul H. Schneider and Champ A. Smith President and Secretary respectively, of TOWNHOMES OF WESTLAKE VILLAGE CONDOMINIUM ASSOCIATION, INC., and acknowledged the execution of this instrument for the purposes herein expressed.

Bonnie L. Myers  
Notary Public Bonnie L. Myers

My commission expires:

Notary Public, State Of Florida At Large  
My Commission Expires Oct. 17, 1987

SCHEDULE OF AMENDMENTS  
TO  
BY LAWS  
FOR  
TOWNHOMES OF WESTLAKE VILLAGE  
A CONDOMINIUM

D.P. 6481 PAGE 2210

1. Section 1.1 Article 1 of the By Laws is amended to read as follows:

"Section 1.1 The office of the Association shall be at 15-Village-Way, Palm-Harbor, Florida-33562 the address currently on file with the Bureau of Condominiums, 725 South Bronough Street, Tallahassee, Florida 32301-1927."

2. Section 2.1 Article 2 of the By Laws is amended to read as follows:

"Section 2.1 The annual members meeting shall be held at the office of the Association on the first Monday in March. Provided, however, if that date is a legal holiday the meeting shall be held at the same hour on the next day that is not a legal holiday in March of each year. Place, date, and time of each meeting shall be included in the notice to members required by Section 2.3 of these By Laws. Such annual members meetings shall be for the purpose of transacting annual business of the Association authorized to be transacted by the members. Provided, however, that directors shall not be elected by the membership, but shall be appointed by the Developer until such time as the Developer is required to relinquish control of the Association."

3. Section 3.1 (a) Article 3 of the By Laws is amended to read as follows:

"Section 3.1 (a) Election of directors shall be held at the annual members' meeting in March of each year, commencing with the annual meeting on the first Monday in March following the year in which the Developer relinquishes control of the Association. --- Election of directors thereafter shall be at such each years annual meeting."

4. Section 3.1 (f) Article 3 of the By Laws is deleted in its entirety.

"Section 3.1 (f) Provided, however, that until the Developer has relinquished control of the Association, the first directors of the Association shall serve, and in the event of vacancies, the remaining directors shall fill the vacancies, and if there are no remaining directors, the vacancies shall be filled by the Developer."

5. Section 3.1 (g) Article 3 of the By Laws is deleted in its entirety.

"Section 3.1 (g) In-the-event-that-Unit-Owners-are allowed-representation-on-the-Board-of-Directors-a-special election-for-the-allowed-representation-shall-be-held-within-the time-required-by-law--Notice-of-the-election-shall-be-given-to each-Unit-Owner-by-mail-at-the-address-of-the-unit-and-by posting-in-a-conspicuous-place-on-the-Condominium-Property-thirty (30)days-prior-to-the-election. Candidates-names-for-the-ballot shall-be-submitted-to-the-President-in-writing-fifteen-(15)-days prior-to-the-election--the members shall-be-elected-pursuant-to paragraph 3.1-(e)."

6. Section 3.2 Article 3 of the By Laws is amended to read as follows:

"Section 3.2 The term of each director's service, subject to-the-provisions-of-3.1-(f)-above, shall extend until the next annual meeting of the members and subsequently until his successor is duly elected and qualified or until he is removed in the manner elsewhere provided.

7. Article 4 of the By Laws is amended by adding a new Section (d) (New Provision. Amendment does change present text).

"Section (d) Under the provisions of paragraph 718.303 (3) the Board of Directors of the Association may levy reasonable fines against a unit for the failure of the owner of the unit, or its occupant, licensee, or invitee, to comply with any provision of the declaration, the association By Laws, or reasonable rules of the association. No fine will become a lien against a unit. No fine may exceed \$50.00 nor may any be levied except after giving reasonable notice and opportunity for a hearing to the unit owner and, if applicable, its licensee or invitee."

8. Section 6.2 Article 6 of the by Laws is amended to read as follows:

"Section 6.2 Budget. The Board of Directors shall adopt a budget for each fiscal year that shall include the estimated funds required to defray the common expense and to provide and maintain funds for reserves. A copy of the budget shall be delivered by mail at the address of the Unit, to each Unit Owner not less than thirty-(30)-days fourteen (14) days prior to the meeting at which it is to be considered, together with a notice of that meeting.



86209900

O.R. 6312 PAGE 1427

AMENDMENT TO DECLARATION OF CONDOMINIUM  
OF  
THE TOWNHOMES OF WESTLAKE VILLAGE, A CONDOMINIUM

Condominium Plat pertaining hereto is recorded in Condominium Plat Book 69, Page 103-109, inclusive, Public Records of Pinellas County, Florida. (Original condominium plats pertaining hereto are filed in Condominium Plat Book 14, Pages 102-107, inclusive; and Condominium Plat Book 41, Pages 1-7, inclusive; and Condominium Plat Book 19, Pages 63-70, inclusive; and Condominium Plat Book 53, Pages 18-25, inclusive, all of the Public Records of Pinellas County, Florida.)

Pursuant to Paragraph 5 of the PHASE D AMENDMENT TO DECLARATION OF CONDOMINIUM OF THE TOWNHOMES OF WESTLAKE VILLAGE, A CONDOMINIUM, recorded in Official Records Book 5523, Page 1688, et seq., Public Records of Pinellas County, Florida, JACK JOYCE CUSTOM HOMES, INC., a Florida corporation, on behalf of itself, its successors, grantees, and assigns, does hereby make this Amendment to Declaration of Condominium for the purpose of filing of record the attached certificate of a surveyor authorized to practice in the State of Florida which provides that construction of Building 11 is substantially completed so that the materials set forth in the previously recorded survey and graphic description of improvements, together with the Declaration of Condominium, as amended, is an accurate representation of the location and dimensions of the improvements, and that the identification, location, and dimensions of the common elements and of each unit can be determined.

THIS AMENDMENT TO DECLARATION OF CONDOMINIUM is hereby made and entered into this 26 day of July, 1986.

Witnesses:

JACK JOYCE CUSTOM HOMES, INC.

STATE OF FLORIDA )  
COUNTY OF PINELLAS )

By: Jack Joyce, President

The foregoing instrument was acknowledged before me this 26<sup>th</sup> day of July, 1986, by Jack Joyce, as President of Jack Joyce Custom Homes, Inc., a Florida corporation, on behalf of said corporation.

Notary Public - State of Florida

My Commission Expires July 18, 1988.

My Commission Expires July 18, 1988.

My Commission Expires July 18, 1988.

misc/town-and

This instrument was prepared by:

PETER T. HONSTRA


of D. L. Honstra, P.A.,  
6400 Seminole Boulevard  
P. O. Box 3392  
Seminole, FL 34542

RETURN TO  
Fisher & Sons, P.A.  
ST. PETERSBURG BRANCH

Dec Amend 9/9/86

I. C. FRED DEUEL, a Land Surveyor, authorized to practice in the State of Florida, do hereby certify with respect to THE TOWNHOMES OF WESTLAKE VILLAGE, A CONDOMINIUM, as recorded in Condominium Book 34, Pages 102 through 107, inclusive, Public Records of Pinellas County, Florida, as amended in Condominium Plat Book 41, Pages 1 through 7 inclusive; Condominium Plat Book 49, Pages 63 through 70 inclusive; Condominium Plat Book 53, Pages 18 through 25 inclusive; and Condominium Plat Book 68, Pages 103 through 109 inclusive, all of the Public Records of Pinellas County, Florida, that the construction of Building 11 in Phase D, is substantially complete so that the materials set forth in the foregoing graphic description of improvements, together with the provisions of the declaration describing the condominium property, is an accurate representation of the location and dimensions of the improvements and that the identification, location and dimensions of the common elements and of each unit can be determined from these materials.

Date: 3/3/86

  
 Florida Engineer's Reg. No. 3896  
 Florida Surveyor's Reg. No. 827

01. Cas 11 Chg  
40. Res 9.00  
41. DS  
43. Int. 9.00  
Tot

84125158

A. R. 5782 PAGE 1785

AMENDMENT TO DECLARATION OF CONDOMINIUM  
OF  
THE TOWNHOMES OF WESTLAKE VILLAGE, A CONDOMINIUM

Pursuant to Paragraph 5 of the PHASE D AMENDMENT TO DECLARATION OF CONDOMINIUM OF THE TOWNHOMES OF WESTLAKE VILLAGE, A CONDOMINIUM, recorded in Official Records Book 5523, Page 1688, et seq., Public Records of Pinellas County, Florida, CENMAX CORPORATION, a Florida corporation, on behalf of itself, its successors, grantees, and assigns, does hereby make this Amendment to Declaration of Condominium for the purpose of filing of record the attached certificate of a surveyor authorized to practice in the State of Florida which provides that construction of Building 10 is substantially completed so that the materials set forth in the previously recorded survey and graphic description of improvements, together with the Declaration of Condominium, as amended, is an accurate representation of the location and dimensions of the improvements, and that the identification, location and dimensions of the common elements and of each unit can be determined.

THIS AMENDMENT TO DECLARATION OF CONDOMINIUM is hereby made and entered into this 6<sup>th</sup> day of June, 1984.

14-14609706 72 1. 14.00  
40 7.00  
TOTAL 7.00 CHK

Witnesses:

*Claude Vanover*  
*Paul Petito*

CENMAX CORPORATION, a Florida corporation

By: *Alexander Simons*  
Alexander Simons, President

Attest: *Richard A. Simons*  
Richard A. Simons, Secretary

STATE OF FLORIDA )  
COUNTY OF PINEILLAS )

The foregoing instrument was acknowledged before me this 6<sup>th</sup> day of June, 1984, by Alexander Simons and Richard A. Simons, as President and Secretary, respectively, of CENMAX CORPORATION, a Florida corporation, on behalf of said corporation.

*Erablin J. Goggin*  
Notary Public, State of Florida  
My Commission Expires: 1/24/88

NOTARY PUBLIC, State of Florida At Large  
My Commission Expires January 24th, 1988

This instrument was prepared by:  
PETER T. HOFSTRA  
of DeLoach & Hofstra, P.A.  
8180 Seminole Boulevard  
P. O. Box 3302  
Seminole, FL 33542

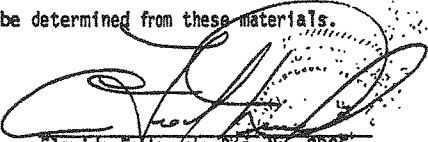
RETURN TO:

JUN 14 5 31 PM '84

Condominium Plats pertaining hereto are recorded in Condominium Plat Book 68, Pages 103-109, inclusive, Public Records of Pinellas County, Florida. (Original Condominium Plats pertaining hereto are filed in Condominium Plat Book 34, Pages 102, et seq., Condominium Plat Book 41, Pages 1, et seq., Condominium Plat Book 49, Pages 63, et seq., and Condominium Plat Book 53, Pages 18, et seq., Public Records of Pinellas County, Florida.)

I, C. Fred Deuel, a Land Surveyor, authorized to practice in the State of Florida, do hereby certify with respect to THE TOWNHOMES OF WESTLAKE VILLAGE A CONDOMINIUM, as recorded in Condominium Book 34 Pages 102 thru 107, inclusive,\* Public Records of Pinellas County, Florida, that the construction of Building No. 10 in Phase D, is substantially complete so that the materials set forth in the foregoing graphic description of improvements, together with the provisions of the declaration describing the condominium property, is an accurate representation of the location and dimensions of the improvements and that the identification, location and dimensions of the common elements and of each unit can be determined from these materials.

Dated: May 25, 1984

  
Florida Engineer's Reg. No. 3896  
Florida Surveyor's Reg. No. 827

\* as amended in Condominium Plat Book 41, Pages 1, et seq., Condominium Plat Book 49, Pages 63, et seq., Condominium Plat Book 53, Pages 18, et seq., and Condominium Plat Book 68, Pages 103, et seq., all of the Public Records of Pinellas County, Florida

C. FRED DEUEL & ASSOCIATES, INC.

Condominium Plats pertaining hereto are recorded in Condominium Plat Book 68, Page 103-109, inclusive, public records of Pinellas County, Florida. (Original plats pertaining hereto are filed in Condominium Plat Book 34, Pages 102 through 107, and Plat Book 41, Pages 1 through 7.)

9.00

9.00  
9.00

Karl F. DeB...

CLERK CIRCUIT COURT.

Dec 30 2 40 PM '83

83280667

5672 PAGE 1425

AMENDMENT TO DECLARATION OF CONDOMINIUM

OF

24 24486299 74  
40  
TOTAL 7.00  
7.00 CNY

THE TOWNHOMES OF WESTLAKE VILLAGE, A CONDOMINIUM

Pursuant to Paragraph 5 of the PHASE D AMENDMENT TO DECLARATION OF CONDOMINIUM OF THE TOWNHOMES OF WESTLAKE VILLAGE, A CONDOMINIUM, recorded in Official Records Book 5523, Page 1688, et seq. Public Records of Pinellas County, Florida, CENMAX CORPORATION, a Florida corporation, on behalf of itself, its successors, grantees, and assigns, does hereby make this Amendment to Declaration of Condominium for the purpose of filing of record the attached certificate of a surveyor authorized to practice in the State of Florida which provides that construction of Building 13 is substantially completed so that the materials set forth in the previously recorded survey and graphic description of improvements, together with the Declaration of Condominium, as amended, is an accurate representation of the location and dimensions of the improvements, and that the identification, location, and dimensions of the common elements and of each unit can be determined.

THIS AMENDMENT TO DECLARATION OF CONDOMINIUM is hereby made and entered into this 28<sup>th</sup> day of December, 1983.

Witnesses:

[Signature]  
Diana M. Silveira

CENMAX CORPORATION

By: [Signature]  
Alexander Simons, President

Attest: [Signature]  
Richard A. Simons, Secretary

STATE OF FLORIDA

COUNTY OF PINELLAS

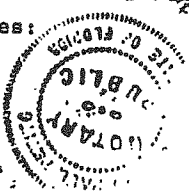
The foregoing instrument was acknowledged before me this day of December, 1983, by Alexander Simons and Richard A. Simons, as President and Secretary, respectively, of CENMAX CORPORATION, a Florida corporation, on behalf of said corporation.

[Signature]  
NOTARY PUBLIC  
My Commission Expires: 10-10-86  
BONDED THROUGH HUCKLEBERRY BUILT  
HARTVY INSURANCE & BONDS, INC.

My Commission Expires:

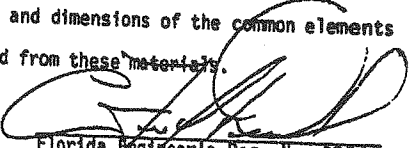
RETURN TO: PETER T. HOFSTRA

of D I ...  
8 ...  
P. O. Box 3172  
Seminole, FL 33542



I, C. Fred Deuel, a Land Surveyor, authorized to practice in the State of Florida, do hereby certify with respect to THE TOWNHOMES OF WESTLAKE VILLAGE A CONDOMINIUM, as recorded in Condominium Book 34 Pages 102 thru 107, inclusive,\*Public Records of Pinellas County, Florida, that the construction of Building 13 in Phase D, is substantially complete so that the materials set forth in the foregoing graphic description of improvements, together with the provisions of the declaration describing the condominium property, is an accurate representation of the location and dimensions of the improvements and that the identification, location and dimensions of the common elements and of each unit can be determined from these materials.

Date: December 23, 1983

  
Florida Engineer's Reg. No. 3896  
Florida Surveyor's Reg. No. 827

\*as amended in Condominium Plat Book 41, Pages 1 through 7 inclusive, Condominium Plat Book 49, Pages 63 through 70 inclusive, and Condominium Plat Book 53, Pages 18 through 25 inclusive, and Condominium Plat Book 68, Pages 103 through 109, inclusive, all of the public records of Pinellas County, Florida.

C. FRED DEUEL & ASSOCIATES, INC.

01 Ch. 11.00  
IN Rec. 49.00  
Pay. 65.00

134.00  
88

88087196

CLERK OF DISTRICT COURT  
MAY 10 1 14 PM '03

PHASE D AMENDMENT  
TO  
DECLARATION OF CONDOMINIUM  
OF

O.R. 5523 PAGE 1688

THE TOWNHOMES OF WESTLAKE VILLAGE, A CONDOMINIUM

Pursuant to the provisions of Chapter 718 of the Florida Statutes,

CENMAX CORPORATION, a Florida corporation, hereinafter referred to as "Developer", on behalf of itself, its successors, grantees, and assigns, does hereby make this Amendment to Declaration of Condominium for the purpose of submitting additional land, and the improvements constructed thereon, to condominium ownership.

WHEREAS, THE TOWNHOMES OF WESTLAKE VILLAGE, A CONDOMINIUM, hereinafter referred to as "Condominium", was created by that certain Declaration of Condominium recorded in O.R. Book 4865, pages 58, et seq., and in Condominium Plat Book 34, pages 102, et seq., Public Records of Pinellas County, Florida (said Declaration of Condominium shall be hereinafter referred to as "Declaration"); and

WHEREAS, Declaration established Condominium as a phase-type condominium; and

WHEREAS, Declaration has previously been amended by: (1) that certain Phase B Amendment to Declaration recorded in O.R. Book 5008, pages 1059, et seq., and in Condominium Plat Book 41, pages 1, et seq., Public Records of Pinellas County, Florida; (2) that certain Phase C Amendment to Declaration recorded in O.R. Book 5168, pages 2143, et seq., and in Condominium Plat Book 49, pages 63, et seq., Public Records of Pinellas County, Florida; and (3) that certain Amendment to Declaration recorded in O.R. Book 5226, pages 850, et seq., and in Condominium Plat Book 53, pages 18, et seq., Public Records of Pinellas County, Florida; and

WHEREAS, Developer now intends to submit Phase D of Condominium to condominium ownership; and

WHEREAS, Developer has complied with the appropriate amendment procedures.

NOW, THEREFORE, Declaration is amended as follows:

1. Submission of Land to Condominium Ownership - The following land, together with the improvements constructed thereon, is hereby submitted to condominium ownership:

*Hofstra*  
RETURN TO: PETER T. HOFSTRA  
of DeLoach & Hofstra, P.A.  
8486 Seminole Boulevard  
P. O. Box 3392  
Seminole, FL 33542

LAW OFFICES OF  
DeLOACH & HOFSTRA, P.A.  
8486 SEMINOLE BLVD.  
P.O. BOX 3392  
SEMINOLE, FL 33542  
PHONE: (813) 397-9971

PHASE D

Commencing at the Southwest corner of the Northwest 1/4 of the Northeast 1/4 of Section 1, Township 28 South, Range 15 East, Pinellas County, Florida; then S 89°32'02" E, 1109.35 feet to the Point of Beginning; thence N 34°09'31" W, 329.63 feet; thence along the Easterly right-of-way line of Woodcutter Lane by a curve to the left, arc 231.00 feet, radius 600.00 feet, chord N 44°48'43" E, 229.58 feet; thence East 494.79 feet; thence South 70.00 feet; thence S 15°00'00" W, 381.66 feet; thence N 89°32'02" W, 372.74 feet to the Point of Beginning. Containing 5.247 acres, more or less.

Said legal description is the same as that shown on Exhibit F to Declaration. (See O.R. Book 4865, page 115, Public Records of Pinellas County, Florida.)

2. Phase - The above-described submitted land together with the improvements constructed thereon shall be known as Phase D of THE TOWNHOMES OF WESTLAKE VILLAGE, a Condominium.

3. Declaration - Phase D shall be subject to the provisions of Declaration.

4. Percent of Common Surplus, Ownership and Expense - Due to this Amendment, the percent of common ownership, expense and surplus for all unit owners in Condominium (Phase A, B, C and D) shall be the percentage shown on Exhibit B to Declaration. (See O.R. Book 4865, page 95, Public Records of Pinellas County, Florida.)

5. Survey and Certificates - A survey of Phase D of Condominium and a graphic description of the improvements located or to be located thereon are attached hereto as Exhibit A, and made a part hereof. A certificate of a surveyor authorized to practice in Florida with respect to the completion, description, identification, location and dimensions of the units and common elements of Phase D is attached hereto as a part of Exhibit A, and made a part hereof. Said certificate provides that building 12 is substantially complete so that the materials set forth in the graphic description of the improvements, together with Declaration, its previous amendments, and this Amendment, is an accurate representation of the location and dimensions of the improvements, and that the identification, location, and dimensions of the common elements and of each unit can be determined from said materials. At such time as buildings 10, 11 and 13 are substantially completed, a certificate of a surveyor authorized to practice in Florida will be filed of record, which certificate shall provide that the materials set forth in the graphic description of the improvements, together with Declaration, its previous amendments, and this Amendment, is an accurate representation of the location and dimensions of the improvements, and that the identification, location, and dimensions of the common elements and of each unit can be determined from these materials.

6. Ratification - The remaining terms, conditions and provisions of Declaration are ratified, confirmed and approved.

THIS AMENDMENT TO DECLARATION OF CONDOMINIUM is hereby made and entered into this 29<sup>th</sup> day of APRIL, 1983.

Signed, sealed and delivered  
in the presence of:

CENMAX CORPORATION

*[Signature]*  
*[Signature]*

By: *[Signature]*  
Alexander Simons, President

ATTEST: *[Signature]*  
Richard A. Simons, Secretary

(CORPORATE SEAL)

LAW OFFICES OF  
DeLOACH & HOFSTRA, P.A.  
8485 SEMINOLE BLVD.  
P.O. BOX 3352  
SEMINOLE, FL 33542

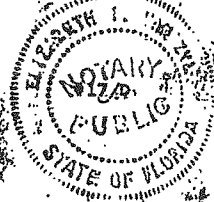
PHONE: (813) 397-5571



STATE OF FLORIDA  
COUNTY OF PINELLAS

BEFORE ME, an officer duly authorized by the State and County afore-  
said, personally appeared ALEXANDER SIMONS and RICHARD SIMONS, as president and  
secretary, respectively, of CENMAX CORPORATION, who, after being duly sworn,  
acknowledged that they executed the foregoing instrument for the purposes  
therein expressed.

WITNESS my hand and official seal this 29 day of April, 1983.



Elizabeth I. [Signature]  
NOTARY PUBLIC, State of Florida  
My Commission Expires:

Notary Public, State of Florida at Large  
My Commission Expires November 22, 1986

LAW OFFICES OF  
DeLOACH & HOFSTRA, P.A.  
848R SEMINOLE BLVD.  
P.O. BOX 3392  
SEMINOLE, FL 33542  
PHONE: (813) 397-6671

LOCATED IN THE NORTHEAST 1/4 OF SECTION 1, TOWNSHIP 28 SOUTH, RANGE 15 EAST,  
PALM HARBOR PINELLAS COUNTY FLORIDA



### UNVEYOR'S CERTIFICATE

**NOTE:** The building dimensions and elevations in this image represent the original construction and are approximate dimensions and elevations, as slight variances may occur during construction. The building elevations are provided for informational purposes only. Architect: Johnson, Porth, Inc., Architect & Engineers.

KNOW ALL MEN BY THESE PRESENTS, that as Alexander Shanks and Richard A. Simon, respectively, President and Secretary of CENTRAL CORPORATION, a corporation under the laws of the State of New York, have caused a plan of the land adjacent to THE CITY OF WESTLAKE VILLAGE, A COMMUNITY, and that all statements are demanded for utility purposes and other purposes as may be necessary to operate the underground and that all rights of way are for the highest and best use and for public use.

**CENTAX CORPORATION**  
Attn: Mr. J. H. Williams  
Attn: Mr. J. H. Williams  
Richard N. Lyons, Secretary

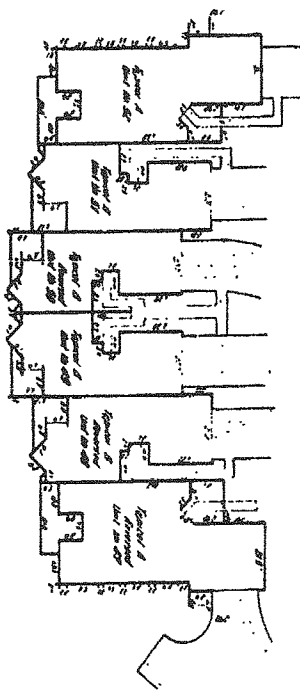
*Eugene P. Wylie*

1. **Check for updates**

EXHIBIT "A"

# THE TOWNHOMES OF WESTLAKE VILLAGE. A CONDOMINIUM

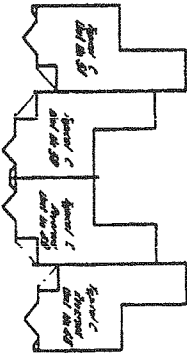
LOCATED IN THE NORTHEAST 1/4 OF SECTION 1, TOWNSHIP 28 SOUTH, RANGE 15 EAST,  
PALM HARBOR PINELLAS COUNTY FLORIDA



Developer: Palm Bay, Inc.  
Division: No. 10

Book 1, 100

1st Floor: 100  
2nd Floor: 100  
3rd Floor: 100



1st Floor: 100  
2nd Floor: 100  
3rd Floor: 100

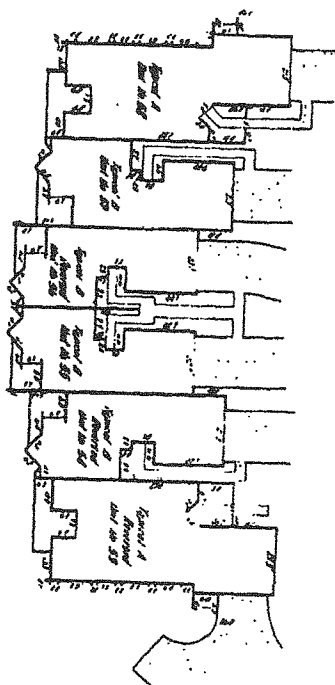
400 LAKESIDE DRIVE

G. Keith Brand and Associates, Inc.

Book 1, 100

# THE TOWNHOMES OF WESTLAKE VILLAGE, A CONDOMINIUM

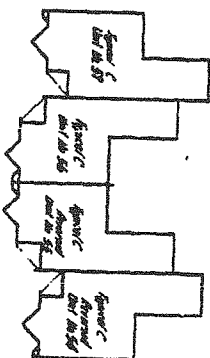
LOCATED IN THE NORTHEAST 1/4 OF SECTION 1, TOWNSHIP 28 SOUTH, RANGE 15 EAST,  
PALM HARBOR PINELLAS COUNTY FLORIDA



Garage Plans for  
Distance 16.77

Sheet 1.102

1st Floor Plan  
Front View (See 16.77)  
Front Elevation (See 16.77)



1st Floor Plan  
Front View (See 16.77)  
Front Elevation (See 16.77)

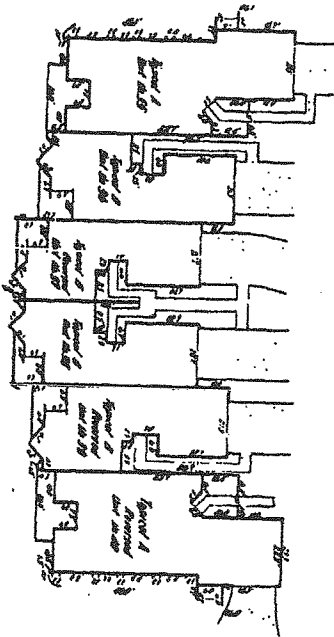
106 LAUREN DAVIS

G. Fred Smith and Associates, Inc.

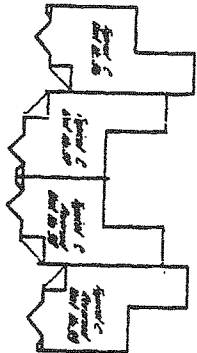
**THE TOWNHOMES OF WESTLAKE VILLAGE.**  
**A CONDOMINIUM**  
LOCATED IN THE NORTHEAST 1/4 OF SECTION 1, TOWNSHIP 28 SOUTH, RANGE 15 EAST,  
PALM HARBOR PINELLAS COUNTY FLORIDA



*Developed By: The  
Dunwoody Co., Inc.  
1980*



*1st Floor Plan  
Total Floor Area: 14,400  
Total Building Area: 14,400*



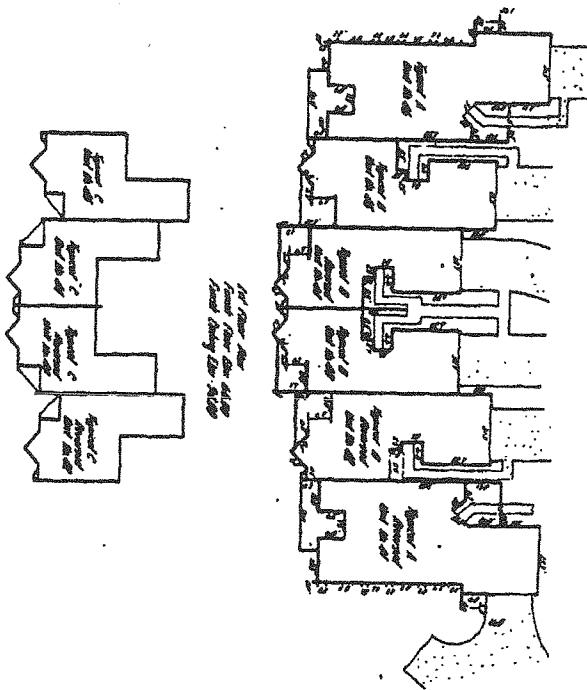
*2nd Floor Plan  
Total Floor Area: 14,400  
Total Building Area: 14,400*

*4th Floor Plan*

*G. Fredland and Associates, Inc.*

# THE TOWNHOMES OF WESTLAKE VILLAGE, A CONDOMINIUM

LOCATED IN THE NORTHEAST 1/4 OF SECTION 1 TOWNSHIP 28 SOUTH, RANGE 15 EAST,  
PALM HARBOR PINELLAS COUNTY FLORIDA



Developer: Westlake Village, Inc.  
Contract No. 15

Map 1-100

14' x 10' 6" for Unit 1  
14' x 10' 6" for Unit 2  
14' x 10' 6" for Unit 3

14' x 10' 6" for Unit 4  
14' x 10' 6" for Unit 5  
14' x 10' 6" for Unit 6

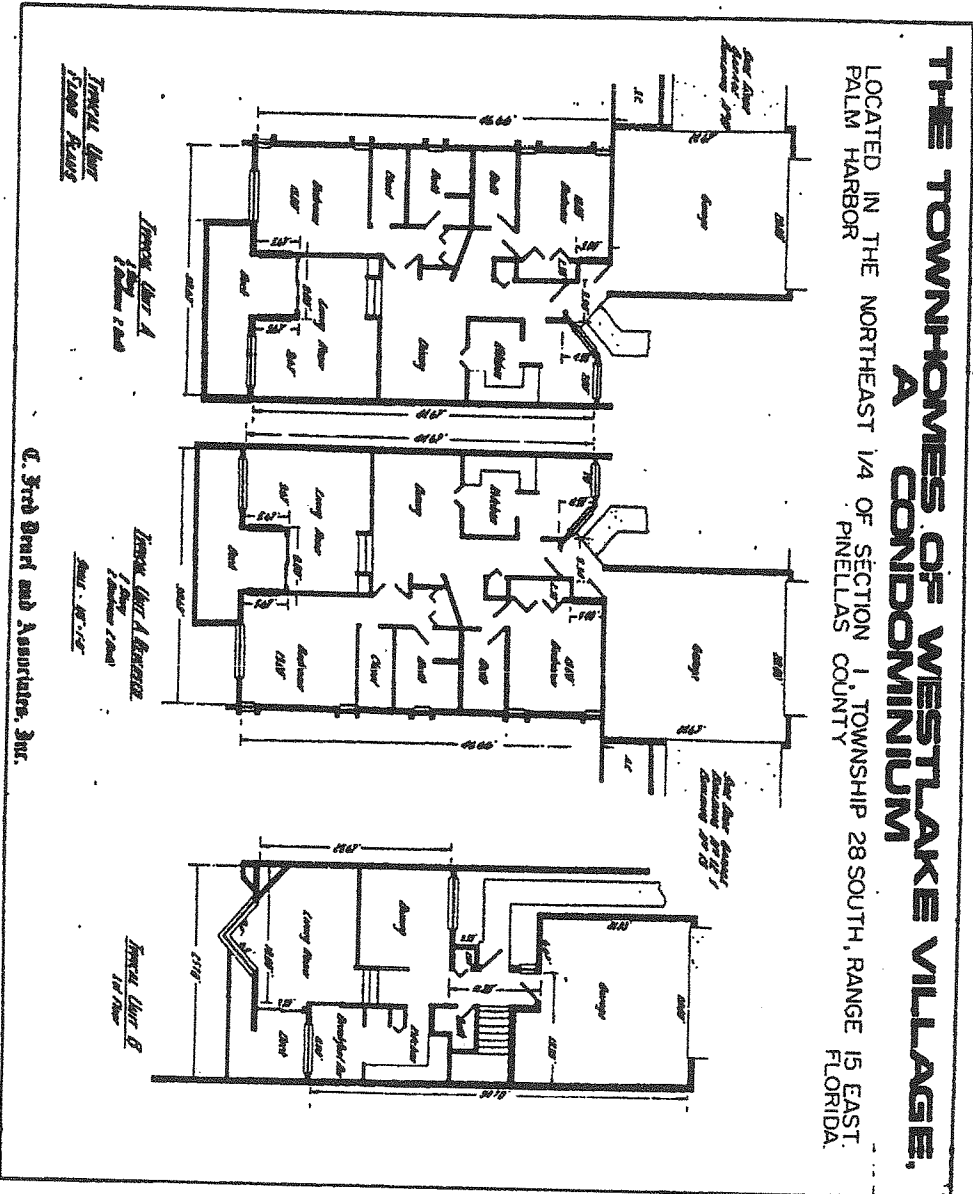
400 Lakewood Drive

G. John Hunt and Associates, Inc.

Scale 1"

# THE TOWNHOMES OF WESTLAKE VILLAGE.

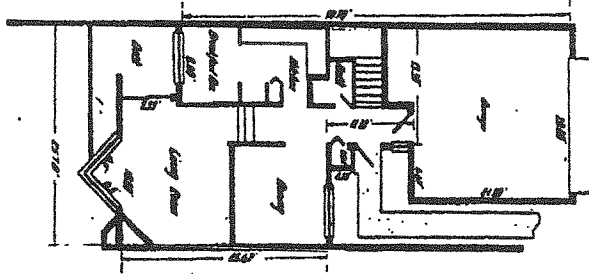
LOCATED IN THE NORTHEAST 1/4 OF SECTION 1, TOWNSHIP 28 SOUTH, RANGE 15 EAST, PINELLAS COUNTY, FLORIDA.



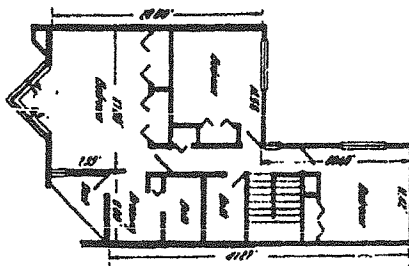
C. Fred Burt and Associates, Inc.

# THE TOWNHOMES OF WESTLAKE VILLAGE, A CONDOMINIUM

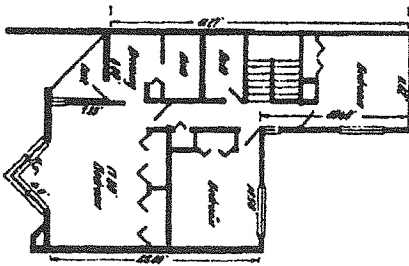
LOCATED IN THE NORTHEAST 1/4 OF SECTION 1, TOWNSHIP 28 SOUTH, RANGE 15 EAST,  
PALM HARBOR PINE HILLS COUNTY FLORIDA



*Townhome Unit A*  
*(See Plan)*



*Townhome Unit B*  
*(See Plan)*



*Townhome Unit C*  
*(See Plan)*

Scale: 1/8" = 1'-0"

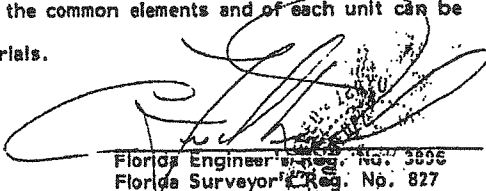
*Townhome Unit D*  
*(See Plan)*

C. Fred Bird and Associates, Inc.



I, C. Fred Deuel, a Land Surveyor, authorized to practice in the State of Florida, do hereby certify with respect to THE TOWNHOMES OF WESTLAKE VILLAGE, A CONDOMINIUM, that the construction of Building 12 in Phase D, is substantially complete so that the materials set forth in the foregoing graphic description of improvements, together with the provisions of the declaration describing the condominium property, is an accurate representation of the location and dimensions of the improvements and that the identification, location, and dimensions of the common elements and of each unit can be determined from these materials.

Date: April 14, 1983

  
Florida Engineer's Reg. No. 3896  
Florida Surveyor's Reg. No. 827

C. FRED DEUEL & ASSOCIATES, INC.

THE TOWNHOMES OF WESTLAKE VILLAGE, A CONDOMINIUM

CONSENT OF MORTGAGEE

KNOW ALL MEN BY THESE PRESENTS, That Home Federal Savings and Loan Association of St. Petersburg, the holder of a mortgage on the following described lands:

PHASE D

Commencing at the Southwest corner of the Northwest 1/4 of the Northeast 1/4 of Section 1, Township 28 South, Range 15 East, Pinellas County, Florida; then S 89°32'02" E, 1109.35 feet to the Point of Beginning; thence N 34°09'31" W, 329.63 feet; thence along the Easterly right-of-way line of Woodcutter Lane by a curve to the left, arc 231.00 feet, radius 600.00 feet, chord N 44°48'43" E, 229.58 feet; thence East 494.79 feet; thence South 70.00 feet; thence S 15°00'00" W, 381.66 feet; thence N 89°32'02" W, 372.74 feet to the Point of Beginning. Containing 5.247 acres, more or less.

does hereby consent to the Amendment to Declaration of Condominium for THE TOWNHOMES OF WESTLAKE VILLAGE, a Condominium.

IN WITNESS WHEREOF, this Consent of Mortgagee has been executed this 3rd day of May, 1983.

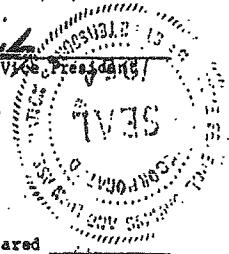
Witnesses:

HOME FEDERAL SAVINGS AND LOAN ASSOCIATION  
OF ST. PETERSBURG

*Martha Jane Evers*  
*Betty L. LaBuda*

By: *Robert L. Heinchen*  
Robert L. Heinchen, Vice President

(SEAL)



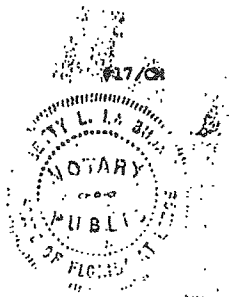
STATE OF FLORIDA  
COUNTY OF PINELLAS

BEFORE ME, the undersigned authority, personally appeared Robert L. Heinchen, as Vice President of HOME FEDERAL SAVINGS AND LOAN ASSOCIATION OF ST. PETERSBURG, and he acknowledged before me that he read the foregoing Consent of Mortgagee, by him subscribed, and that the contents of same are true and he signed same as such officer of said corporation, for the uses and purposes therein expressed.

WITNESS my hand and official seal this 3rd day of May, 1983.

*Betty L. LaBuda*  
NOTARY PUBLIC, State of Florida  
My Commission Expires:

Notary Public, State of Florida at Large  
My Commission Expires NOV. 9, 1985



LAW OFFICES OF  
DeLOACH & HOFSTRA, P.A.  
8486 SEMINOLE BLVD.  
P.O. BOX 3392  
SEMINOLE, FL 33542  
PHONE: (813) 397-5571

EXHIBIT B

01 Cash 11 Chg  
 Rec 3180  
 43 in 9500  
 12 12600

AMENDMENT TO DECLARATION OF CCNDOMINIUM  
 OF  
 THE TOWNHOMES OF WESTLAKE VILLAGE, A CONDOMINIUM

Pursuant to paragraph 5 of the PHASE C AMENDMENT TO DECLARATION OF CONDOMINIUM OF THE TOWNHOMES OF WESTLAKE VILLAGE, A CONDOMINIUM, recorded in Official Records Book 5168, page 2143, et seq., Public Records of Pinellas County, Florida, CENMAX CORPORATION, a Florida corporation, on behalf of itself, its successors, grantees, and assigns, does hereby make this Amendment to Declaration of Condominium for the purpose of filing of record the attached survey and graphic description of improvements. The attached contains a certificate of a surveyor authorized to practice in Florida which provides that: (1) buildings 6 and 7 are substantially completed; and (2) the materials set forth in the attached survey and graphic description of improvements, together with the Declaration of Condominium, as amended, is an accurate representation of the location and dimensions of the improvements, and that the identification, location, and dimensions of the common elements and of each unit can be determined therefrom.

THIS AMENDMENT TO DECLARATION OF CONDOMINIUM is hereby made and entered into this 23rd day of July, 1981.

Signed, sealed and delivered in the presence of:

CENMAX CORPORATION

BY: Alexander Simons  
 Alexander Simons, President

ATTEST: Richard A. Simons  
 Richard A. Simons,  
 Secretary

Condominium Plans pertaining hereto are recorded in Condominium Plat Book 53, Pinellas County, Florida, pages 18 thru 25 (Original Plats pertaining hereto are filed in Condominium Plat Book 34, Pages 102 thru 107 and Plat Book 41, Pages 1 thru 7)

This instrument prepared by and return to:  
 Peter T. Hofstra  
 of Dennis R. DeLoach, Jr., P.A.  
 8486 Seminole Boulevard  
 P.O. Box 3392  
 Seminole, FL 33542

PINELLAS COUNTY, FLORIDA  
Karl W. Blakes  
 CLERK CIRCUIT COURT  
 JUL 28 8 57 AM '81

STATE OF FLORIDA  
COUNTY OF PINELLAS

BEFORE ME, an officer duly authorized by the State and County aforesaid, personally appeared ALEXANDER SIMONS and RICHARD A. SIMONS, as president and secretary, respectively, of CENMAX CORPORATION, who, after being duly sworn, acknowledged that they executed the foregoing instrument for the purposes therein expressed.

WITNESS my hand and official seal this 23<sup>rd</sup> day of July, 1981.

*Maria Jose Foster*  
Notary Public - State of Florida  
My Commission Expires:

NOTARY PUBLIC STATE OF FLORIDA AT LARGE  
MY COMMISSION EXPIRES OCT. 24 1984  
BONDED THRU GENERAL INS. UNDERWRITERS

LOCATED IN THE NORTHEAST 1/4 OF SECTION 1 TOWNSHIP 28 SOUTH, RANGE 15 EAST IS EAST OF PINELLAS COUNTY FLORIDA  
PALM HARBOR

A 106' X 110'  
A 6600' X 1100'

[illegible][illegible]

THIS DOCUMENT OR A PORTION OF  
THIS DOCUMENT IS OF POOR QUAL-  
ITY AND MAY BE ILLEGIBLE.

KNOW ALL MEN BY THESE PRESENTS, that we, Alexander de Shantz and Richard A. Shantz, respectfully certify and testify to certain contributions of money and property made by certain persons to the Corporation under the laws of the State of Florida.

Now, have caused parties of the bona fide and true owners of the property to be sworn to and attested to the truth of the foregoing and that said statements are dedicated for all the purposes and other purposes so may be required to serve the corporation and that all receipts of money are for legacies and express and are for profits sold.

Alfred Jones Watson, President

Mr. Fred A. Brown, Jr.

23

I hereby certify that on this 24 day of May, 1968, before me and a deputy clerk, the following named persons appeared and acknowledged to me that they executed the foregoing instrument as their free act and deed.

Richard A. Blumens, respectively President and Secretary of CITRUS CORPORATION, so named herein to be the persons described in and who executed the foregoing certificate of declaration and acknowledgment of the association therein to its true act and deed. BY MYSELF my hand and official seal at Pinaloa County, Arizona, this day of May 1968.

Richard A. Little, M.D., F.R.C.P.  
My Commemorative seal.

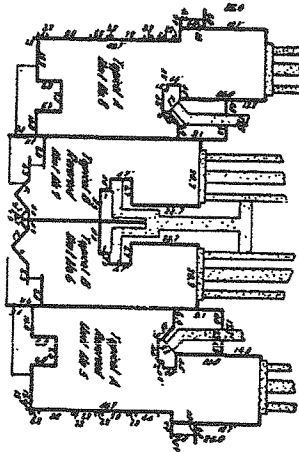
Phosphorus Surveys of the  
Phosphorus Surveys of the

**THE TOWNHOMES OF WESTLAKE VILLAGE.  
A CONDOMINIUM (AS BUILT)**

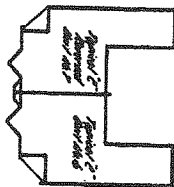
LOCATED IN THE NORTHEAST 1/4 OF SECTION 1, TOWNSHIP 28 SOUTH, RANGE 15 EAST  
PALM HARBOR PINELLAS COUNTY FLORIDA



Bureau Files, Top  
Persons Not to  
Adv: 1389



for Floor Plans  
Framed Floor Plan: 72.80  
Framed Ceiling Plan: 88.20



*Best Paper Award  
Foster Paper Co., B.C.C.  
800-690-0000  
Forest Packaging Corp. B.C.C.*

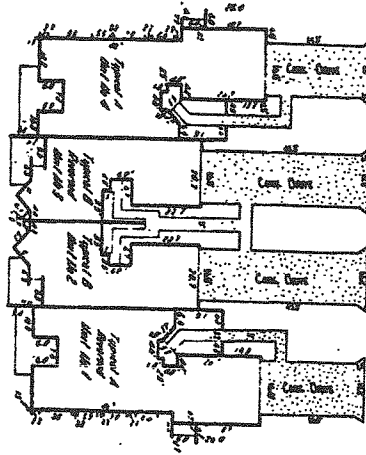
1456 LAKEVIEW DRIVE

**U. S. S. S. R. and A. S. S. R. U. S. S. R. and A. S. S. R. U. S. S. R. and A. S. S. R.**

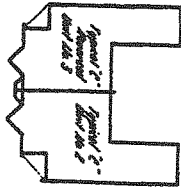
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# THE TOWNHOMES OF WESTLAKE VILLAGE. A CONDOMINIUM (AS BUILT)

LOCATED IN THE NORTHEAST 1/4 OF SECTION 1, TOWNSHIP 28 SOUTH, RANGE 15 EAST,  
PALM HARBOR PINELLAS COUNTY FLORIDA



By Order of the  
Pinellas County Board of Commissioners



By Order of the  
Pinellas County Board of Commissioners

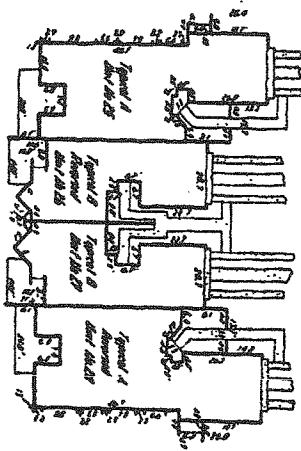
at the Pinellas County

C. Fred Drael and Associates, Inc.

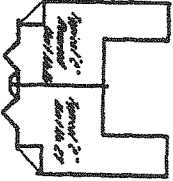
THIS DOCUMENT IS A PART OF  
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**THE TOWNHOMES OF WESTLAKE VILLAGE,  
A CONDOMINIUM (AS BUILT)**  
LOCATED IN THE NORTHEAST 1/4 OF SECTION 1, TOWNSHIP 28 SOUTH, RANGE 15 EAST,  
PALM HARBOR PINELLAS COUNTY FLORIDA

*Dimensions Area for  
Sections 16.2  
and 17.2*



*Unit 100 Area  
10.00 x 10.00  
10.00 x 10.00*



*Unit 100 Area  
10.00 x 10.00  
10.00 x 10.00*

*#100 Living Area*

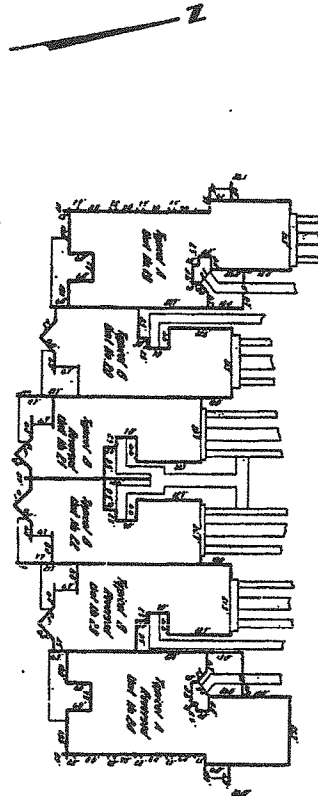
*C. Fred Dand and Associates, Inc.*

**THIS DOCUMENT IS A PORTION OF  
A RECORD OF A FOUR QUARTER  
SECTION 16.2 AND 17.2**



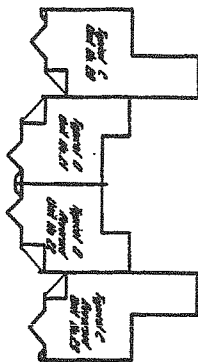
# THE TOWNHOMES OF WESTLAKE VILLAGE. A CONDOMINIUM (AS BUILT)

LOCATED IN THE NORTHEAST 1/4 OF SECTION 1, TOWNSHIP 28 SOUTH, RANGE 15 EAST.  
PALM HARBOR PINELLAS COUNTY FLORIDA



*Building Area for  
Building 1A &  
Unit 1, 1A & 1B*

*1st Floor Area  
Building 1A Unit 1A & 1B  
Building 1A Unit 1A & 1B*



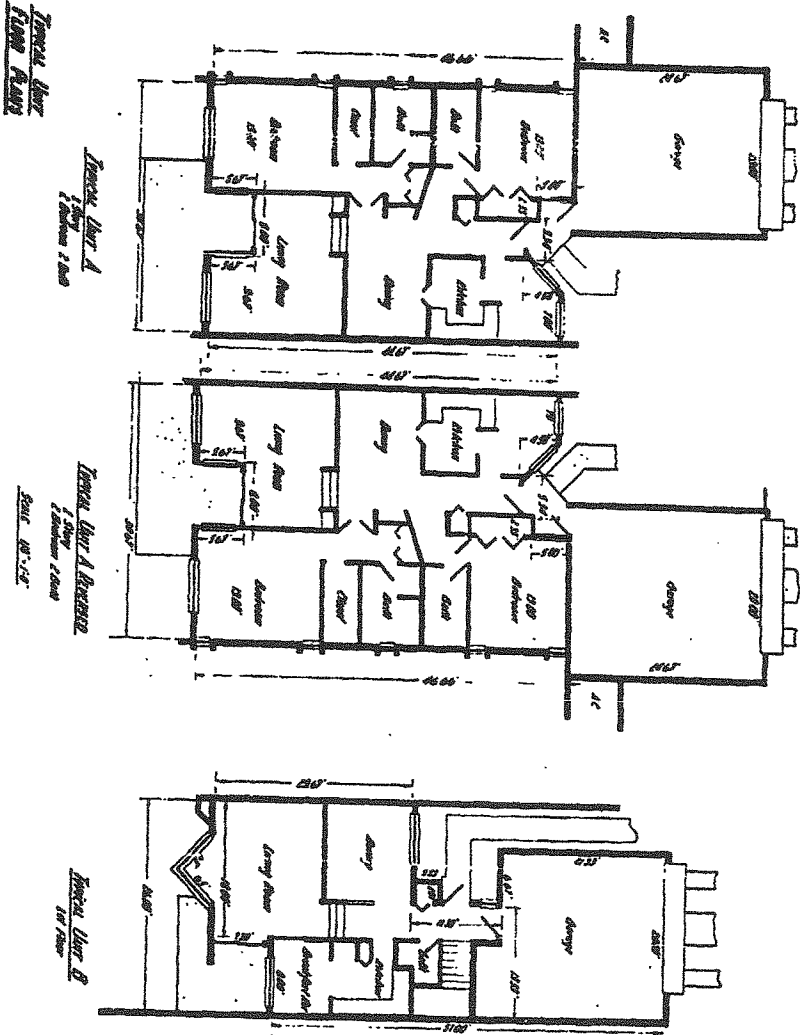
*2nd Floor Area  
Building 1A Unit 1A & 1B  
Building 1A Unit 1A & 1B*

*440 Lakewood Drive*

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# THE TOWNHOMES OF WESTLAKE VILLAGE, A CONDOMINIUM (AS BUILT)

LOCATED IN THE NORTHEAST 1/4 OF SECTION 1, TOWNSHIP 28 SOUTH, RANGE 15 EAST,  
PALM HARBOR PINELLAS COUNTY FLORIDA



C. Fred Burt and Associates, Inc.

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A RECORD OF THE  
DEEDS OF THE  
COUNTY OF  
PALM BEACH,  
FLORIDA.

LOCATED IN THE NORTHEAST 1/4 OF SECTION 1, TOWNSHIP 28 SOUTH, RANGE 15 EAST,  
PALM HARBOR PINELLAS COUNTY FLORIDA



Thermal History of Airframe  
Wind Turbine

Thomas Lloyd  
(last name)

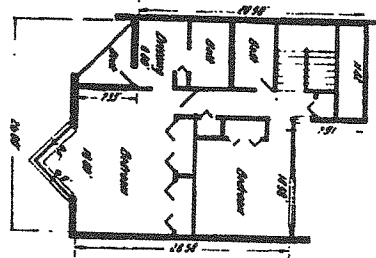
SCALE: 100' = 1" = 140'

Travis Day & Henning  
(and son)

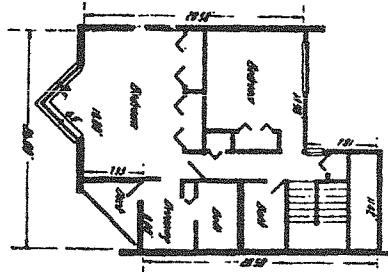
**E. Arnold Brown and Associates, Inc.**

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**THE TOWNHOMES OF WESTLAKE VILLAGE.  
A CONDOMINIUM (AS BUILT).**  
LOCATED IN THE NORTHEAST 1/4 OF SECTION 1, TOWNSHIP 28 SOUTH, RANGE 15 EAST,  
PALM HARBOR PINELLAS COUNTY FLORIDA.



*Townhome Unit 8  
(Old Plan)*



*Townhome Unit 8 (New Plan)*

*Scale 1/8" = 1'-0"*

*Townhome Unit 8  
(New Plan)*

C. Fred Brevett and Associates, Inc.

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