01 Cash 11 Chg
40 Rec 40.00
41 DS
43 Int
Tot 40.00 DH

81048500

CLERK ... COURT
MAR 31 1 47 PM '81

PHASE C AMENDMENT

TO

DECLARATION OF CONDOMINIUM

O.R. 5168 PAGE 2143

OF

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 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; and

WHEREAS, Developer now intends to submit Phase C 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

Condominium Plats pertaining hereto are recorded in Condominium Plat Book 63 thru 70, inclusive, public records of Pinellas County, Florida. (Original Plats pertaining hereto are filed in Condominium Plat Book 34 Pages 102 thru 107 and Plat Book 41 Pages 1 thru 7 inclusive)

This instrument was prepared by:
PETER T. HOFSTRA
of Dennis R. DeLoach, Jr., P.A.
8486 Seminole Boulevard
P. O. Box 3392
Seminole, Fl. 33542

& return to
LAW OFFICES OF
DENNIS R. DeLOACH, JR., P.A.
8486 SEMINOLE BLVD
P O BOX 3392
SEMINOLE, FLA 33542
PHONE (813) 397-9571

thereon, is hereby submitted to condominium ownership:

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; thence S 89°32'02" E, 1482.09 feet; thence N 15°00'00" E, 381.66 feet; thence North 70.00 feet to the Point of Beginning; thence West 494.79 feet; thence along the Easterly right-of-way line of Woodcutter Lane by a curve to the left, arc 192.78 feet, radius 600.00 feet, chord N 24°34'40" E, 191.95 feet; thence N 15°22'24" E, 135.79 feet; thence 37.76 feet along the arc of a curve to the right, radius 25.00 feet, chord N 58°38'10" E, 34.27 feet; thence along the South right-of-way line of Lakeview Drive by a curve to the left, arc 263.95 feet, radius 800.00 feet, chord S 87°33'12" E, 262.76 feet; thence S 17°33'04" E, 289.10 feet; thence South 36.47 feet to the Point of Beginning. Containing 2.770 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 C of THE TOWNHOMES OF WESTLAKE VILLAGE, a Condominium.

3. Declaration - Phase C 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 (Phases A, B and C) shall be the percentage shown on Exhibit B to declaration. (See O.R. Book 4865, page 94, public records of Pinellas County, Florida.)

5. Survey and Certificates — A survey of Phase C 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 C is attached hereto as a part of Exhibit A, and made a part hereof. Said certificate provides that buildings 8 and 9 are substantially complete so that the materials set forth in the graphic description of the improvements, together with Declaration, its previous amendment, 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 6 and 7 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 amendment, and this Amendment, is an accurate representation of the location and dimensions of the improvements, and that the identification, location, and dimensions of the

LAW OFFICES OF
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8488 SEMINOLE BLVD
P O BOX 3392
SEMINOLE, FLA 33542
PHONE (813) 397-5571

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 25TH day of MARCH, 1981.

Signed, sealed and delivered in the presence of:

CENMAX CORPORATION

BY: Alexander Simons, President

ATTEST: Richard A. Simons, Secretary

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 25th day of March, 1981.

Notary Public - State of Florida
My Commission Expires:

NOTARY PUBLIC STATE OF FLORIDA AT LARGE
MY COMMISSION EXPIRES FEB 28 1985
BONDED THRU GENERAL INS. UNDERWRITERS

PTH/cld

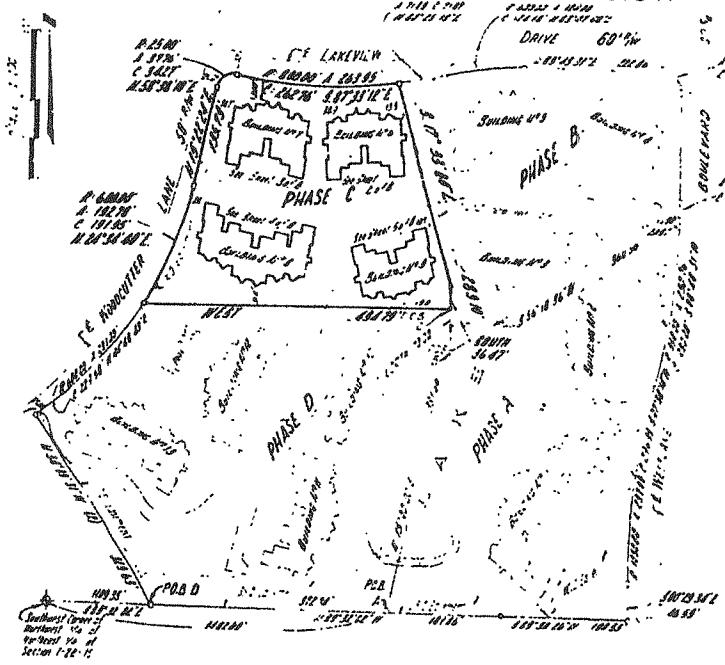
LAW OFFICES OF
DENNIS R. DeLOACH, JR., P.A.
8486 SEMINOLE BLVD
P O BOX 2392
SEMINOLE, FLA 33542

PHONE (813) 397-9971

O.R. 5168 PAGE 2146

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



DEDICA

KNOW ALL ... Alexande ... and Richard A ... Secretary of ... this plat to be surveyed ... THE TOWNHOMES OF WESTLAKE VILLAGE, A CONDOMINIUM and that all ... are dedicated for utility purposes and other ... as may be necessary to serve the ... private use.

Witness

Witness

STATE OF FLORIDA)
) SS
COUNTY OF PINELLAS)

I hereby certify that on this 23rd day of May, 1985 before me a Notary Public in and for said County personally appeared Alexander Simon and Richard A. Simon, respectively Vice President and Secretary of CELTEX-FLORIDA, INC., to me known to be the persons described in and who executed the foregoing certificate of certification and severally acknowledged the execution thereof to be their free act and deed. WITNESS my hand and official seal at Pinellas County, Florida, the day and year aforesaid.

Notary Public, State of Florida

My Commission expires 2/24/87

LEGAL DESCRIPTION

PHASE C

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, thence S.89°12'02"E. 1062.04 feet, thence N.15°59'00"E., 181.66 feet, thence North 70.00 feet to the Point of Beginning, thence West 494.79 feet, thence along the Easterly right of way line of Woodcutter Lane by a curve to the left, arc 193.78 feet, radius 600.00 feet, chord N.26°30'58"E. 191.94 feet, thence N.15°32'26"E. 135.79 feet; thence 37.26 feet along the arc of a curve to the right, radius 75.00 feet, chord N.58°16'10"E., 36.87 feet; thence along the South right of way line of Lakeview Drive by a curve to the left, arc 263.95 feet, radius 800.00 feet, chord S.87°01'12"E. 262.76 feet, thence S.17°31'00"E., 289.10 feet, thence South 36.07 feet to the Point of Beginning.

SURVEYOR'S CERTIFICATE

I C. Fred Druel, hereby certify that on May 23, 1985, I completed a survey of Phase C of THE TOWNHOMES OF WESTLAKE VILLAGE, A CONDOMINIUM, in accordance with this map and declaration contained hereon. I certify that said material constitutes with the provisions of the Declaration, is a correct representation of the proposed improvements described hereon. I hereby certify that the material and completion of the plat conforms to the requirements of Chapter 177.091 of the Florida Statutes.

Florida Engineer's Reg. No. 11324
Florida Surveyor's Reg. No. 937

NOTE The building dimensions and elevations as shown hereon are ... construction and are approximate dimensions and elevations subject to slight variances which may occur during construction. The building dimensions are compiled from plans prepared by Anderson, Johnson Parrish, Inc. Architects & Engineers.

C. Fred Druel and Associates, Inc.

Sheet 1 of 8

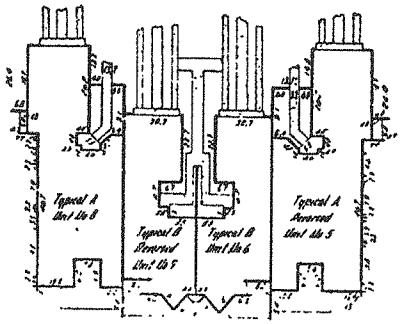
EXHIBIT A

THE ORIGINAL OF THIS INSTRUMENT IS POOR

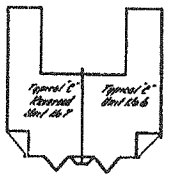
O.R. 5168 PAGE 2147

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.



1st Floor Plan
PROPOSED Finish Floor Elev 83.20
Finish Ceiling Elev 81.20



2nd Floor Plan
PROPOSED Finish Floor Elev 92.10
Finish Ceiling Elev 90.10

BUILDING PLANS FOR
BUILDING No 6
Scale: 1"=10'

#456 LAKEVIEW DRIVE

C. Fred Druel and Associates, Inc.

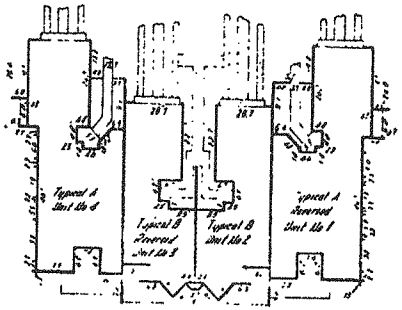
Sheet 2 of 6

THE ORIGINAL OF THIS INSTRUMENT IS POOR

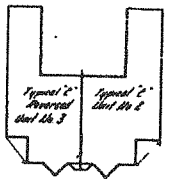
O.R. 5168 PAGE 2148

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.



1st Floor Plan
Average Finish Floor Elev 15.26 / 16.99
Finish Ceiling Elev 8.99



2nd Floor Plan
Average Finish Floor Elev 25.63
Finish Ceiling Elev: 29.63

BUILDING PLANS FOR BUILDING No 7
Scale: 1" = 10'

462 LAKEVIEW DRIVE

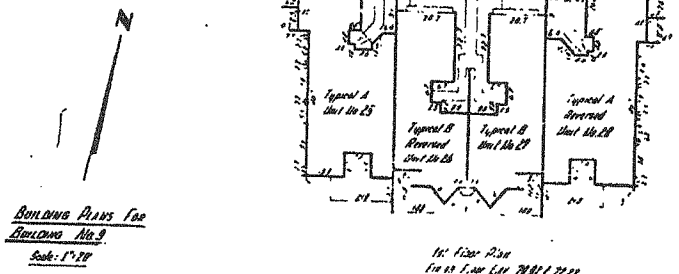
C. Fred Deuel and Associates, Inc.

THE ORIGINAL OF THIS INSTRUMENT IS POOR

O.R. 5168 PAGE 2149

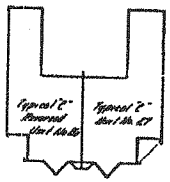
THE TOWNHOMES OF WESTLAKE VILLAGE, A CONDOMINIUM

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



Building Plans for Building No 9
Scale: 1"=20'

1st Floor Plan
First Floor Elev 70.92 / 72.22
Finish Ceiling Elev 80.22



2nd Floor Plan
Finish Floor Elev 81.22
Finish Ceiling Elev 89.22

at 474 Lakeview Drive

C. Fred Deuel and Associates, Inc.

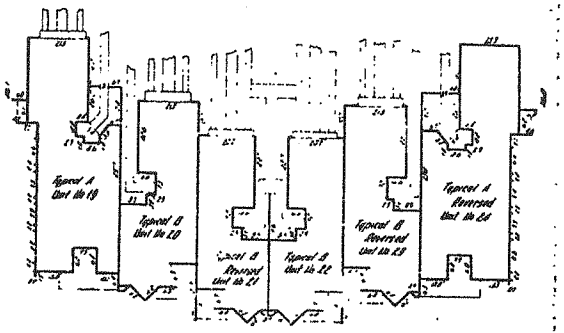
Sheet 3 of 6

THE ORIGINAL OF THIS INSTRUMENT IS POOR

O.R. 5168 PAGE 2150

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

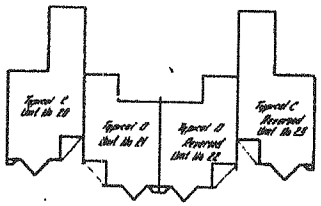


N

BUILDING PLANS FOR BUILDING No. 8

Scale: 1"=20'

1st Floor Plan
Finish Floor Elev 75.98 / 74.98
PROPOSED Finish Ceiling Elev 82.78



2nd Floor Plan
PROPOSED Finish Floor Elev. 85.76
Finish Ceiling Elev: 91.56

468 LAKEVIEW DRIVE

C. Fred Bruel and Associates, Inc.

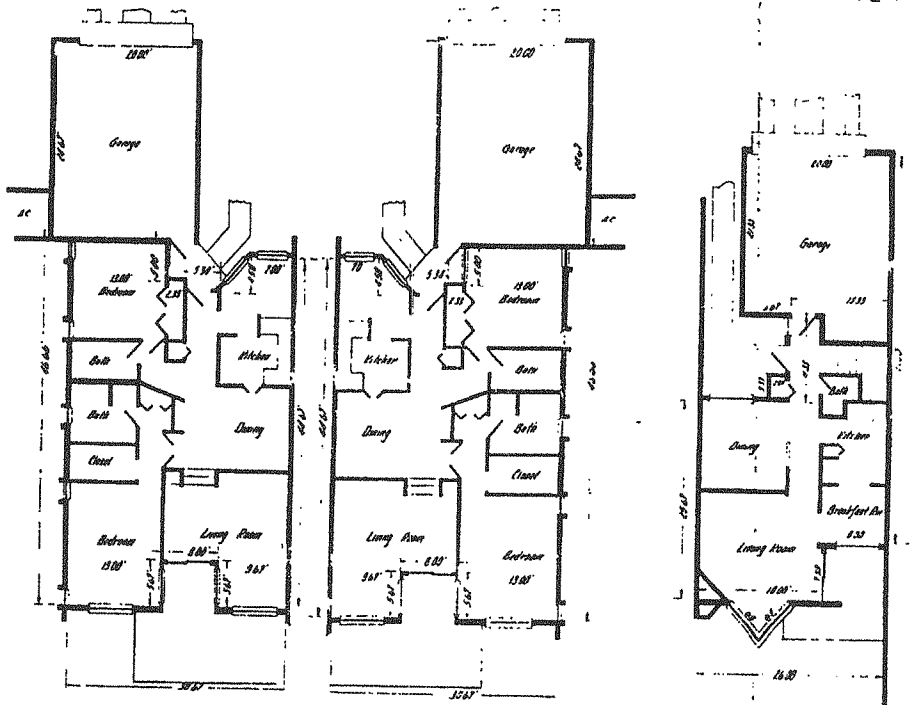
Sheet 2 of 2

THE ORIGINAL OF THIS INSTRUMENT IS POOR

O.R. 5168 PAGE 2151

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



Typical Unit Floor Plans

C. Fred Deuel and Associates, Inc.

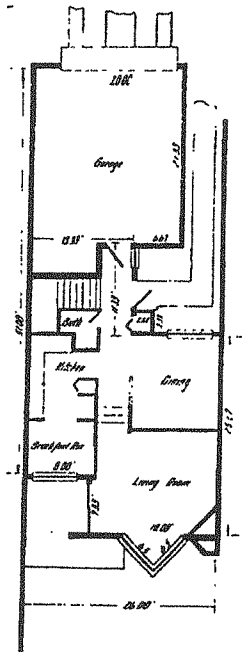
Sheet 6 of 8

THE ORIGINAL OF THIS INSTRUMENT IS POOR

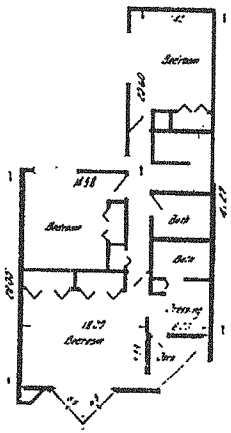
O.R. 5168 PAGE 2152

THE TOWNHOMES OF WESTLAKE VILLAGE, A CONDOMINIUM

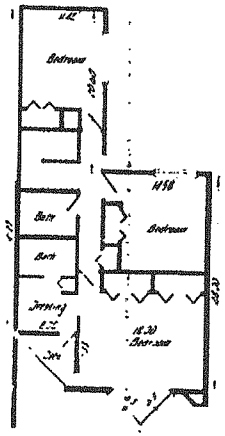
LOCATED IN THE NORTHEAST 1/4 OF SECTION 1, TOWNSHIP 28 SOUTH, RANGE 15 EAST
PALM HARBOR PINELLAS COUNTY FLORIDA



TYPICAL UNIT B REVERSED
(First Floor)



TYPICAL UNIT C
(2nd Floor)



TYPICAL UNIT C REVERSED
(2nd Floor)

SCALE 1/8" = 1'-0"

TYPICAL UNIT
FLOOR PLANS

C. Fred Deuel and Associates, Inc.

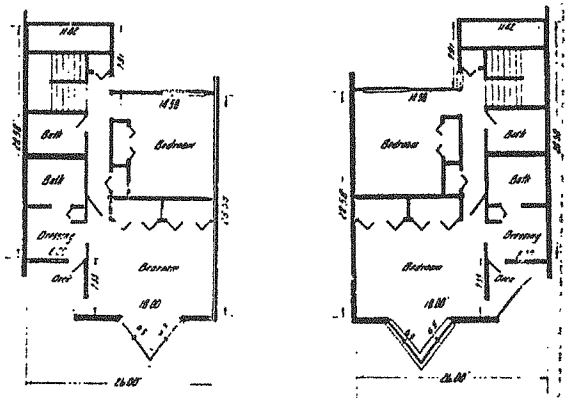
Sheet No. 2

THE ORIGINAL OF THIS INSTRUMENT IS POOR

O.R. 5168 PAGE 2153

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



Typical Unit D
(2nd Floor)

Typical Unit D Reversed
(2nd Floor)

SCALE 1/8"=1'0"

Typical Unit
Floor Plans

C. Fred Deuel and Associates, Inc.

Sheet No. 2

I, C. Fred Deuel, a Land Surveyor, authorized to practice in the State of Florida, hereby certify with respect to "THE TOWNHOMES OF WESTLAKE VILLAGE, A CONDOMINIUM" that the construction of Buildings 8 and 9, are 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: March 23, 1981

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

C. FRED DEUEL & ASSOCIATES, INC.

LAW OFFICES OF
DENNIS R. DeLOACH, JR., P.A.
8488 SEMINOLE BLVD.
P O BOX 3392
SEMINOLE, FLA 33542

PHONE (813) 397-8571

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 C

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; thence S 89°32'02" E, 1482.09 feet; thence N 15°00'00" E, 381.66 feet; thence North 70.00 feet to the Point of Beginning; thence West 494.79 feet; thence along the Easterly right-of-way line of Woodcutter Lane by a curve to the left, arc 192.78 feet, radius 600.00 feet, chord N 24°34'40" E, 191.95 feet; thence N 15°22'24" E, 135.79 feet; thence 37.76 feet along the arc of a curve to the right, radius 25.00 feet, chord N 58°38'10" E, 34.27 feet; thence along the South right-of-way line of Lakeview Drive by a curve to the left, arc 263.95 feet, radius 800.00 feet, chord S 87°33'12" E, 262.76 feet; thence S 17°33'04" E, 289.10 feet; thence South 36.47 feet to the Point of Beginning. Containing 2.770 acres, more or less.

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

IN WITNESS WHEREOF, this Consent of Mortgagee has been executed this 23rd day of February, 1981.

Signed, sealed and delivered in the presence of:

Barbara Shellman

Patricia Carroll

HOME FEDERAL SAVINGS AND LOAN ASSOCIATION OF ST. PETERSBURG

By Robert L. Carr

Robert L. Carr, Sr. Vice President

(Seal)

STATE OF FLORIDA
COUNTY OF PINELLAS

BEFORE ME, the undersigned authority, personally appeared Robert L. Carr as Sr. 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 23rd day of February, 1981.

Patricia Carroll
Notary Public - State of Florida

My Commission expires:

Notary Public, State of Florida at Large
My Commission Expires APRIL 5, 1981

PTH/bc

LAW OFFICES OF
DENNIS R. DeLOACH, JR., P.A.
8486 SEMINOLE BLVD
P O BOX 3392
SEMINOLE FLA 33542
PHONE (813) 397-9571

EXHIBIT B

40 Rec Cert 4.00
41 St
42 Sur
43 Int
Tot 4.00

80062558

O.R. 5011 PAGE 1236

AFFIDAVIT OF SCRIVENER'S ERROR

STATE OF FLORIDA

COUNTY OF PINELLAS

BEFORE ME, the undersigned authority authorized to take acknowledgements in the above said county and state, personally appeared PETER T. HOFSTRA, Attorney at Law, of the law offices of DENNIS R. DeLOACH, JR., P.A., 8486 Seminole Boulevard, P. O. Box 3392, Seminole, Pinellas County, Florida, 33542, who, after being first duly sworn, deposes and says:

1. That he drafted the Phase B Amendment to Declaration of Condominium of the Townhomes of Westlake Village, a Condominium; and

2. That said Amendment was recorded April 10, 1980, in O. R. Book 5008, pages 1059-1069, inclusive, as Clerk's Instrument No. 80058522, public records of Pinellas County, Florida; and

3. That the parenthetical sentence contained in Paragraph 4 of said Amendment refers to O. R. Book 4565, when, in fact, said reference should have been to O. R. Book 4865.

Further Affiant sayeth not.

PETER T. HOFSTRA

Sworn to and subscribed before me in Seminole, Pinellas County, Florida, this 16 day of April, 1980.

RECORDED
PINELLAS CO. FLORIDA
CLERK CIRCUIT COURT
Apr 17 10 27 AM '80

Notary Public - State of Florida
My commission expires:

RETURN TO:
LAW OFFICES
DENNIS R. DeLOACH, JR., P.A.
8486 Seminole Blvd.
P. O. Box 3392
Seminole, FL 33542

Plats 8.5.00
40 Rec 34.00 C
41 St
42 Sur
43 Int
Tot 119.00
MSH

CLERK CIRCUIT COURT

APR 10 11 52 AM '80

80058522

O.R. 5008 PAGE 1059

PHASE B AMENDMENT
TO
DECLARATION OF CONDOMINIUM
OF
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 condominiuim; and

WHEREAS, Developer now intends to submit Phase B 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:

CONDOMINIUM PLAT PERTAINING HERETO IS FILED IN CONDOMINIUM PLAT BOOK 41 PAGES 1-7, inc., PINELLAS COUNTY RECORDS.

Hold for pickup
RETURN TO:

This instrument was prepared by:
PETER T. HOFSTRA
of Dennis R. DeLoach, Jr., P.A.
8486 Seminole Boulevard
P. O. Box 3392
Seminole, FL 33542

LAW OFFICES OF
DENNIS R. DeLOACH, JR., P.A.
8486 SEMINOLE BLVD.
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SEMINOLE, FLA. 33542
PHONE (813) 397-5571

PHASE B

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; thence S. 89°32'02" E., 1482.09 feet; thence N. 15°00'00" E., 381.66 feet to the Point of Beginning; thence North 106.47 feet; thence N. 17°33'04" W., 289.10 feet; thence along the South right-of-way line of Lakeview Drive by a curve to the left, arc 71.89 feet, radius 800.00 feet, chord N. 80°25'13" E., 71.87 feet; thence 124.40 feet along the arc of a curve to the right, radius 600.00 feet, chord N. 83°47'08" E., 124.18 feet; thence N. 89°43'31" E., 222.86 feet; thence 39.17 feet along the arc of a curve to the right, radius 25.00 feet, chord S. 45°23'02" E., 35.29 feet; thence along the West right-of-way line of Westlake Boulevard S. 00°29'34" E., 144.97 feet; thence 38.84 feet along the arc of a curve to the right, radius 950.00 feet, chord S. 00°40'42" W., 38.83 feet; thence West 55.90 feet; thence S. 56°18'36" W., 360.56 feet to the Point of Beginning. Containing 2.665 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 B of THE TOWNHOMES OF WESTLAKE VILLAGE, a Condominium.

3. Declaration - Phase B 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 (Phases A and B) shall be the percentage shown on Exhibit B to Declaration. (See O. R. Book 4565, Page 93, Public Records of Pinellas County, Florida.)

5. Survey and Certificates - A survey of Phase B of Condominium and a graphic description of the improvements located thereon are attached hereto as Exhibit A, and made a part hereof, and together with Declaration and this Amendment, sufficient detail is presented to identify the common elements and each unit, and their respective location and approximate dimensions. 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 B is attached hereto as a part of Exhibit A, and made a part hereof.

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

THIS AMENDMENT TO DECLARATION OF CONDOMINIUM is hereto made and entered into this 10 day of April,

LAW OFFICES OF
DENNIS R. DeLOACH, JR., P.A.
8486 SEMINOLE BLVD.
P.O. BOX 3392
SEMINOLE, FLA. 33542
PHONE: (813) 397-5573

1980.

Signed, sealed and delivered
in the presence of:

Pam Wells.
Witness

Jacklyn M. Fogg
Witness

CENMAX CORPORATION

BY: Alexander Simons
Alexander Simons, President

ATTEST:

Richard A. Simons
Richard A. Simons, Secretary

(CORPORATE SEAL)

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 10 day of April, 1980.

Notary Public - State of Florida
My Commission Expires:

NOTARY PUBLIC STATE OF FLORIDA AT LARGE
MY COMMISSION EXPIRES SEPT. 26 1983
BONDED THRU GENERAL INS. UNDERWRITERS

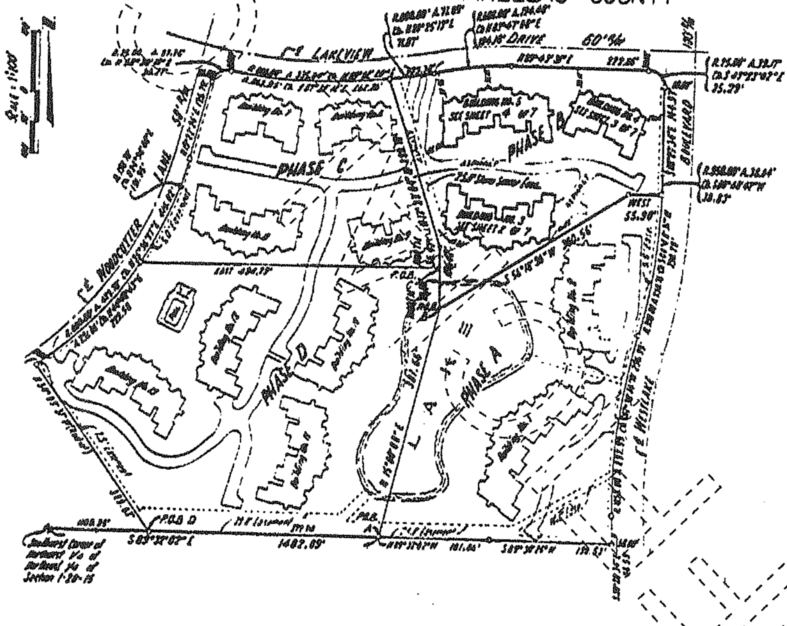
PTH/cld

LAW OFFICES OF
DENNIS R. DeLOACH, JR., P.A.
8486 SEMINOLE BLVD.
P O BOX 3392
SEMINOLE, FLA 33542
PHONE (813) 397-5571

THE ORIGINAL OF THIS INSTRUMENT IS POOR

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.



DEDICATION,

KNOW ALL MEN BY THESE PRESENTS, that we, Alexander Simons and Richard A. Simons, respectively, President and Secretary of CENMAX CORPORATION, a corporation under the laws of the State of Florida, owner, have caused Phase B of the land embraced in this plat to by surveyed, laid out, and platted as THE TOWNHOMES OF WESTLAKE VILLAGE, A CONDOMINIUM, and that all easements are dedicated for utility purposes and other purposes as may be necessary to serve the condominium and that all rights-of-way are for ingress and egress and are for private use.

CENMAX CORPORATION

Witness Alexander Simons, President

Witness Richard A. Simons, Secretary

STATE OF FLORIDA)
) SS
COUNTY OF PINELLAS)

I hereby certify that on this 12 day of APRIL 1980 before me a Notary Public, in and for said county, personally appeared Alexander Simons and Richard A. Simons, respectively President and Secretary of CENMAX CORPORATION, as owner to me known to be the persons described in and who executed the foregoing certificate of dedication and severally acknowledged the execution thereof to be their free act and deed. WITNESS my hand and official seal at Pinellas County, Florida, the day and year aforesaid.

Notary Public, State of Florida

My Commission expires, 9/25/82

LEGAL DESCRIPTION

PHASE B

Commencing at the Southwest corner of the Northeast 1/4 of the Northeast 1/4 of Section 1, Township 28 South, Range 15 East, Pinellas County, Florida; thence S.89°32'02"E., 1482.09 feet; thence N.15°00'00"E., 381.66 feet to the Point of Beginning; thence North 106.47 feet; thence N.17°32'06"W., 109.10 feet; thence along the South right-of-way line of Lakeview Drive by a curve to the left, arc 71.89 feet, radius 800.00 feet, chord N.88°35'13"E., 71.87 feet; thence 174.40 feet along the arc of a curve to the right, radius 600.00 feet, chord N.83°47'08"E., 174.18 feet; thence N.89°43'31"E., 222.86 feet; thence 39.17 feet along the arc of a curve to the right, radius 25.00 feet, chord S.45°23'02"E., 35.29 feet; thence along the West right-of-way line of Westlake Boulevard, S.00°29'34"E., 100.97 feet; thence 38.84 feet along the arc of a curve to the right, radius 950.00 feet, chord S.00°40'47"W., 38.83 feet, thence West 55.90 feet; thence S.56°18'34"W., 360.56 feet to the Point of Beginning.

SURVEYOR'S CERTIFICATE.

I, C. FRED DEUEL, the undersigned registered land surveyor, authorized to practice in the State of Florida, do hereby certify that the construction of the improvements described in this condominium plat of THE TOWNHOMES OF WESTLAKE VILLAGE, A CONDOMINIUM, consisting of sheets 1 thru 7, is substantially complete so that the material, together with the provisions of the declaration relating to matters of survey 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 said materials. I also certify that the materials and composition of this plat conforms to the requirements of Chapter 177.091 of the Florida Statutes.

Dated: APRIL 2nd '80

Florida Engineer's Reg. No. 1866
Florida Surveyor's Reg. No. 427

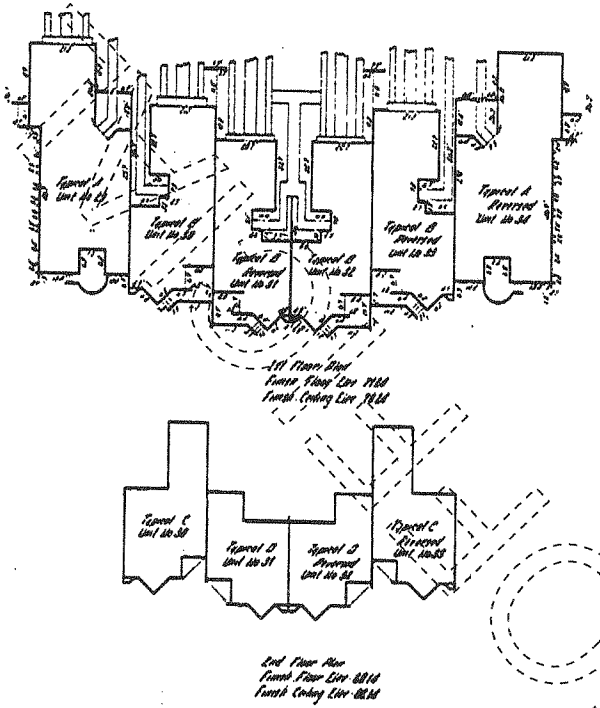
Sheet 1 of 2

EXHIBIT A

THE ORIGINAL OF THIS INSTRUMENT IS POOR

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.



Building Plans For Building No 3

Scale 1"=20'

#440 LAKEVIEW DRIVE

C. Fred Beuel and Associates, Inc.

Sheet 2 of 2

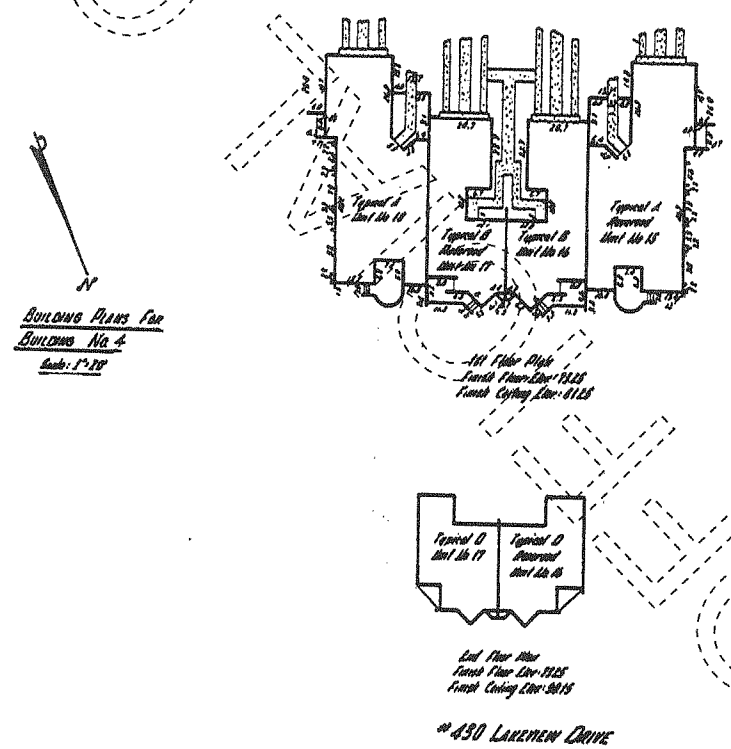
EXHIBIT A CONTINUED

O.R. 5008 PAGE 1063

THE ORIGINAL OF THIS INSTRUMENT IS POOR

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.



C. Fred Deuel and Associates, Inc.

Sheet 3 of 7

EXHIBIT A CONTINUED

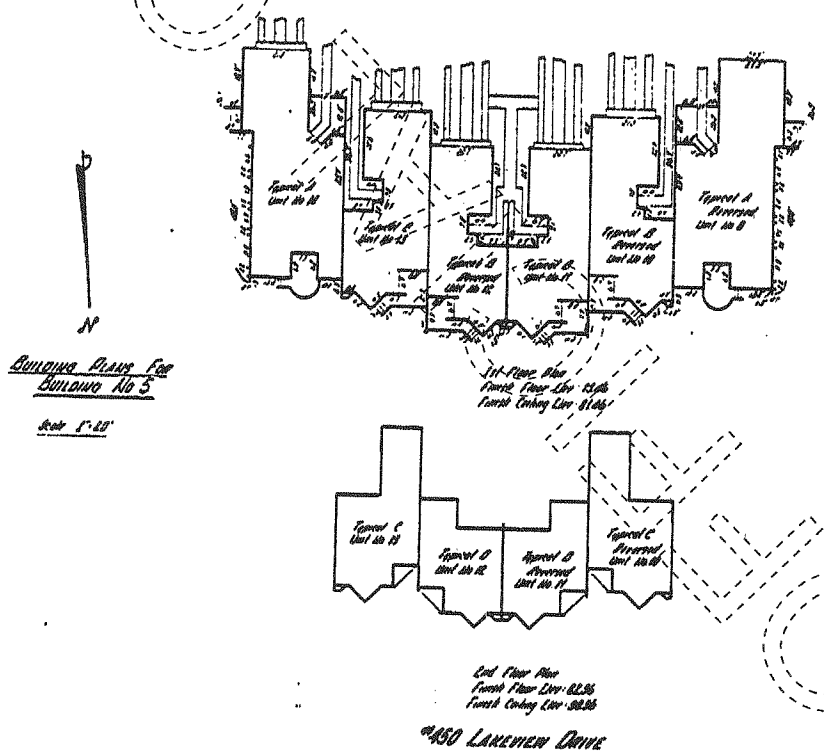
5901

THE ORIGINAL OF THIS INSTRUMENT IS POOR

OR 5008 PAGE 1065

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.



C. Fred Deuel and Associates, Inc.

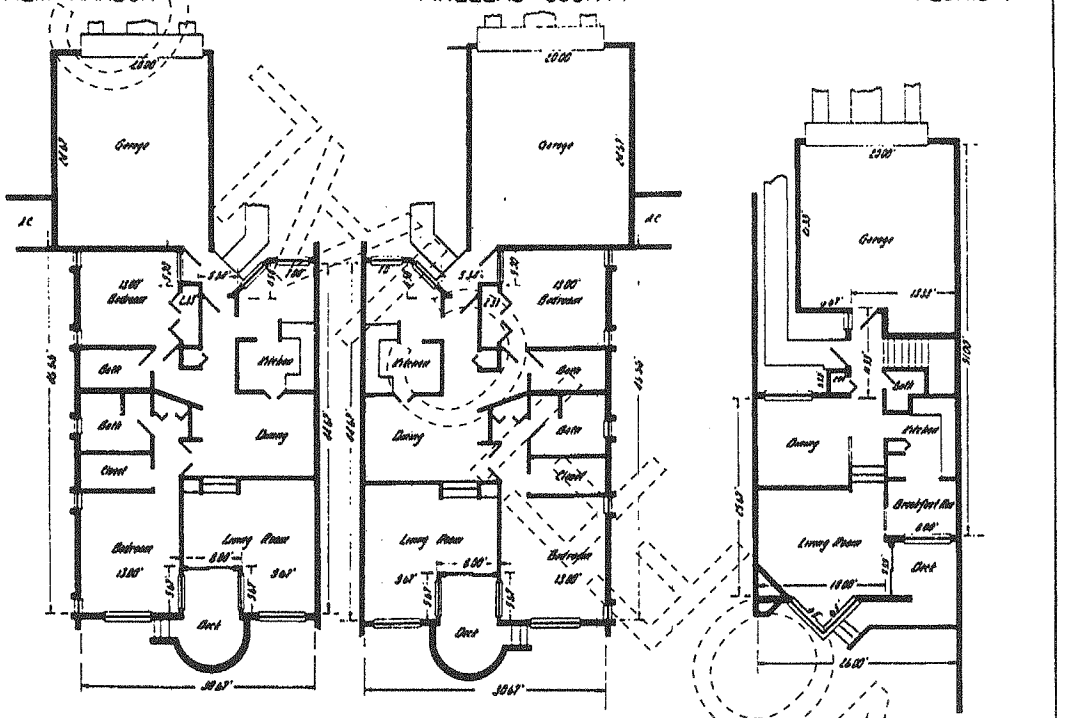
Sheet 4 of 7

EXHIBIT A CONTINUED

THE ORIGINAL OF THIS INSTRUMENT IS POOR

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.



TYPICAL UNIT A
1 Story
2 Bedroom 2 Bath

TYPICAL UNIT A REVERSED
1 Story
2 Bedroom 2 Bath

TYPICAL UNIT B
1st Floor

SCALE - 1/8"-1'-0"

TYPICAL UNIT FLOOR PLANS

C. Fred Deuel and Associates, Inc.

Sheet 5 of 7

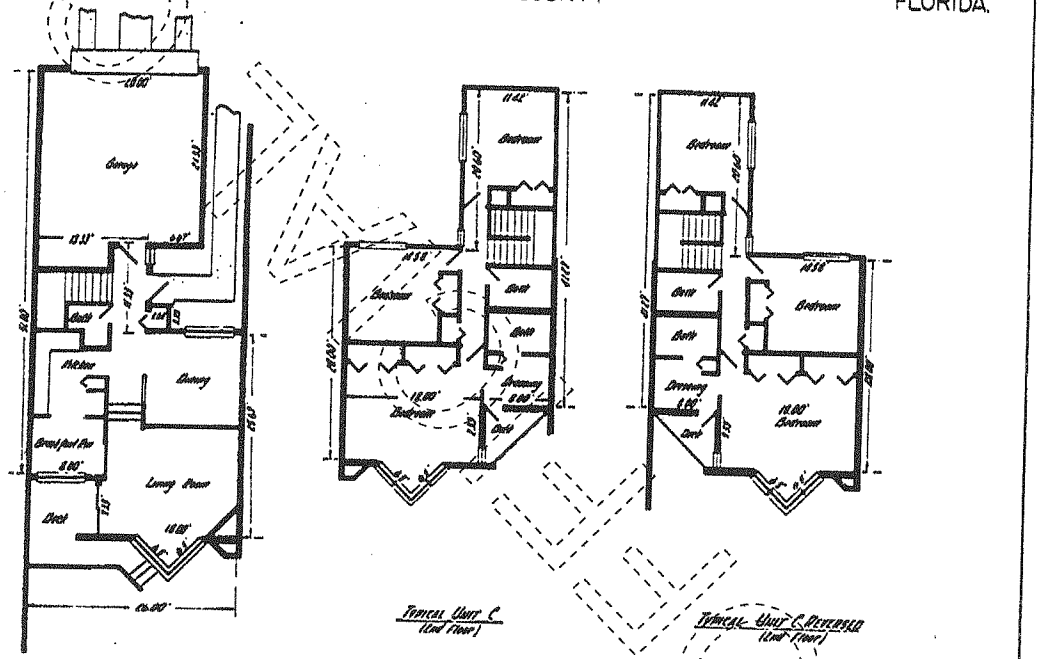
O.R. 5008 PAGE 1088

EXHIBIT A CONTINUED

THE ORIGINAL OF THIS INSTRUMENT IS POOR

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.



Typical Unit Floor Plans

C. Fred Druel and Associates, Inc.

O.R. 5008 PAGE 1087

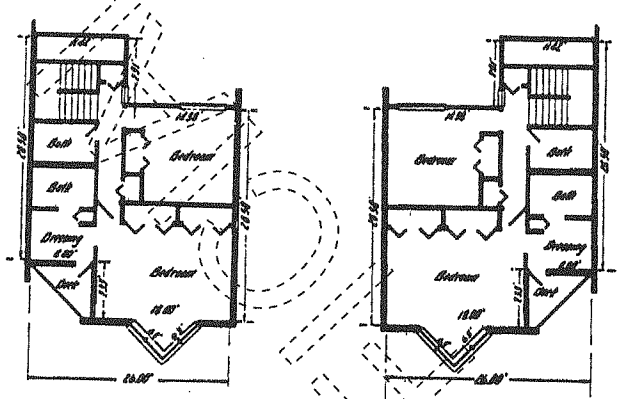
EXHIBIT A CONTINUED

THE ORIGINAL OF THIS INSTRUMENT IS POOR

O.R. 5008 PAGE 1068

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.



Typical Unit D (1st Floor)

Typical Unit D Reversed (1st Floor)

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

Typical Unit Floor Plans

C. Fred Bruel and Associates, Inc.

Sheet 2 of 2.

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 B

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; thence S. 89°32'02" E., 1482.09 feet; thence N. 15°00'00" E., 381.66 feet to the Point of Beginning; thence North 106.47 feet; thence N. 17°33'04" W., 289.10 feet; thence along the South right-of-way line of Lakeview Drive by a curve to the left, arc 71.89 feet, radius 800.00 feet, chord N. 80°25'13" E., 71.87 feet; thence 124.40 feet along the arc of a curve to the right, radius 600.00 feet, chord N. 83°47'08" E., 124.18 feet; thence N. 89°43'31" E., 222.86 feet; thence 39.17 feet along the arc of a curve to the right, radius 25.00 feet; chord S. 45°23'02" E., 35.29 feet; thence along the West right-of-way line of Westlake Boulevard S. 00°29'34" E., 144.97 feet; thence 38.84 feet along the arc of a curve to the right, radius 950.00 feet, chord S. 00°40'42" W., 38.83 feet; thence West 55.90 feet; thence S. 56°18'36" W., 360.56 feet to the Point of Beginning. Containing 2.665 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 8th day of April, 1980.

Witnesses:

Martha Jane Everson

Betty L. La Buda

SEAL

1954

HOME FEDERAL SAVINGS AND LOAN ASSOCIATION OF ST. PETERSBURG

By: Robert L. Heinchon

Robert L. Heinchon
Vice President

(SEAL)

STATE OF FLORIDA
COUNTY OF PINELLAS

BEFORE ME, the undersigned authority, personally appeared Robert L. Heinchon, 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 8th day of April, 1980.

BETTY L. LA BUDA NOTARY PUBLIC STATE OF FLORIDA AT LARGE

Betty L. La Buda
Notary Public - State of Florida
My Commission Expires:

Notary Public, State of Florida at Large
My Commission Expires NOV. 9, 1981

EXHIBIT B

40 Rec 10.00
41 St
42 Sur
43 Int
Tot 10.00

79154988

4755 PAGE 2056

PINELLAS COUNTY FLA.
OFF.REC.BK 13190 PG 1358

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

KNOW ALL MEN BY THESE PRESENTS, that the Westlake Village Declaration of Covenants, Conditions and Restrictions, recorded in O.R. Book 4121, pages 698-721, Public Records of Pinellas County, Florida, as amended on September 27, 1974 and on January 6, 1978, is further amended as follows:

1. (a) Pursuant to Article II, Section Two the lands, owned by the Developer, lying and being situated in Pinellas County, Florida, more particularly described as Westlake Village, Section II as recorded in Plat Book 78, pages 79-81 inclusive of the Public Records of Pinellas County, Florida, (sometimes referred to as "Section II"), are added to Westlake Village and are subject to the Declaration of Covenants, Conditions and Restrictions recorded in O.R. Book 4121, pages 698-721 as amended.

(b) To carry out the intent of the Developer pursuant to the original Declaration and to fulfill the objectives of said original Declaration each owner of a Lot in Section II shall have all of the property rights in the Common Areas and Community Facilities as granted in Article V of the original Declaration.

2. Delete Article III, Section One and in lieu thereof substitute the following:

"Section One. Single Family Lot. There shall be four hundred (400) Lots in Westlake Village, and each of said Lots shall have only one Private Dwelling Unit per Lot, (as amended September 27, 1974 and revised May 10, 1977). There shall be 176 Lots in Westlake Village, Section II, and each of said Lots shall have only one Private Dwelling Unit per Lot.

3. ARTICLE III, Section Two is amended to reflect that the density of Multi-Family Tract No. IV shall be seventy-two (72) living units or lots.

IN WITNESS WHEREOF, the undersigned parties have hereunto set their hands and seals this 29th day of ~~September, 1978~~

Exhibit C
Page 62 of 82

RETURN TO
[illegible]
BRANCH

This instrument was prepared by
DOUGLAS M. WILLIAMSON
of FISHER, [illegible], P.A.
[illegible]
501 Florida National Bank [illegible]

PINELLAS COUNTY FLA.
OFF.REC.BK 13190 PG 1359

O.R. 4755 PAGE 2057

September, 1978.

PINELLAS SERVICE CORPORATION

By _____
Its President

Attest:

_____
Secretary

DMW:nc

Exhibit C
Page 63 of 82

PINELLAS COUNTY FLA.
OFF.REC.BK 13190 PG 1360

O.R. 4755 PAGE 2058

CERTIFICATION

We, Peter J. Blank as President, and Jeanne G. Gary as Secretary, of PINELLAS SERVICE CORPORATION, do hereby certify that the foregoing amendment was adopted pursuant to ARTICLE II, Section Two and ARTICLE III, Section Five of the Declaration of Covenants, Conditions and Restrictions as amended.

Dated this 29th day of September, 1978.

Peter J. Blank

Jeanne G. Gary

STATE OF FLORIDA

COUNTY OF PINELLAS

The foregoing instrument was acknowledged before me this 29th day of September, 1978, by Peter J. Blank and Jeanne G. Gary as President and Secretary of PINELLAS SERVICE CORPORATION, a Florida corporation, on behalf of the corporation.

Nancy D. Haire
Notary Public - State of Florida

My Commission Expires:

Notary Public, State of Florida at Large
My Commission Expires SEPT. 4, 1982

Exhibit C
Page 64 of 82 DMW:mc

O.R. 4643 PG 1225

78003226

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

KNOW ALL MEN BY THESE PRESENTS, that The Westlake Village Declaration of Covenants, Conditions and Restrictions recorded in O.R. Book 4121, pages 698-721, Public Records of Pinellas County, Florida, as amended on September 27, 1974, is further amended as follows:

1. Delete Article Eight, Section Eight (3) and in lieu thereof, substitute the following:

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

Jan 9 7 02 PM '78

2. Delete Article Eight, Section Eight (4) and in lieu thereof, substitute the following:

"(4) The use of any motor vehicle, including motorcycles, motor scooters, or trail bikes is prohibited on the grass areas of the Common Areas, nor any vehicle, including but not limited to, trailer or motor home be parked on the grass of the Common Areas at any time, or parked on the paved areas of the Common Areas overnight."

3. The Bylaws of Westlake Village Civic Association, Incorporated are amended as reflected on Exhibit A attached hereto and made a part hereof.

IN WITNESS WHEREOF, the undersigned parties have hereunto set their hands and seals this 7th day of January, 1978.

WESTLAKE VILLAGE CIVIC ASSOCIATION, INC.

By [signature]
Its President

Attest: [signature]
Secretary

Exhibit C
Page 60 of 52

PREPARED BY
LAW OFFICES OF
FISHER, SAULS, ADCOCK, GOWEN & THORNTON, P.A.

CERTIFICATION

We, Billie A. Barger, as President, and Peter D. Blank, as Secretary, of WESTLAKE VILLAGE CIVIC ASSOCIATION, INC., do hereby certify that the foregoing amendment was adopted pursuant to Article XIII Section Two of the Declaration of Covenants, Conditions and Restrictions, as amended. The consents of the lot owners are on file at Pinellas Service Corporation, 1901 Central Avenue, St. Petersburg and are available for inspection.

Dated this 6th day of January, 1978.

Billie A. Barger

Peter D. Blank

STATE OF FLORIDA

COUNTY OF PINELLAS

The foregoing Amendment was acknowledged before me by Billie A. Barger and Peter D. Blank as President and Secretary respectively, of WESTLAKE VILLAGE CIVIC ASSOCIATION, INC., this 6th day of January, 1978.

Douglas M. Williamson
Notary Public - State of Florida
My Commission Expires:

Notary Public, State of Florida at Large
My Commission Expires Aug. 13, 1980.

Exhibit C
Page 61 of 82

PINELLAS COUNTY FLA.
OFF.REC.BK 13190 PG 1347

74135338

O.R. 4223 PAGE 1571

FIRST 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, hereinafter called "Developer", which document was recorded in O. R. Book 4121, pages 698 through 721, Public Records of Pinellas County, Florida.

W I T N E S S E T H:

WHEREAS, the Developer has deemed it necessary for the Declaration to be amended, and the purpose of this document is to amend the Declaration,

NOW, THEREFORE, the Developer, with the consent of 100% of the record title holders in Westlake Village and all mortgagees of record, does hereby make the following amendments:

(1) That Section 1 and Section 2 of Article III are deleted and in their place and stead the following is substituted:

Section One. Single Family Lot. There shall be 374 Lots in Westlake Village, and each of said Lots shall have only one Private Dwelling Unit per Lot.

Section Two. Multi-Family Area. There shall be not more than the following Private Dwelling Units per tract:

Multi-Family Tract No. 1 -- 108 living units (or lots)
Multi-Family Tract No. 2 -- 42 living units (or lots)
Multi-Family Tract No. 4 -- 200 living units (or lots)
Multi-Family Tract No. 5 -- 100 living units (or lots)

(2) Article VII is amended as follows:

(A) The date in Section Three is changed to the 1st day of January, 1976, rather than the 1st day of January, 1975, and the annual assessment of $180 per lot is changed to $240 per lot.

(B) The date in Section Three (1) is changed to the 1st day of January, 1976.

(C) The initial yearly assessment of $180 per year in Section Three (2) is changed to $240 per year, and the index of October, 1973, of 136.6 is deleted, and the new index shall be June, 1974, with a figure of 147.1.

(D) The phrase in Section Five (1) "or until December 31, 1977, whichever occurs first," is hereby deleted.

This instrument was prepared by:
DENNIS R. DeLOACH, JR.
of FISHER, SAULS, ADCOCK, DeLOACH & GOWEN, P.A.
Attorneys
7643 Seminole Blvd,
Seminole, Florida 33542

RECORDED & RECORDS
PINELLAS CO., FLORIDA
CLERK CIRCUIT COURT
OCT 16 3 03 PM '74

HOLD FOR
WEST COAST TITLE COMPANY

Exhibit C
Page 51 Of 82

LAW OFFICES OF
FISHER, SAULS, ADCOCK, DeLOACH & GOWEN, P.A.
NATIONAL BANK BLDG.
ST. PETERSBURG, FLORIDA 33701
7643 SEMINOLE BLVD.
SEMINOLE, FLORIDA 33542
2251 U.S. 19 NORTH
BAYONET POINT-PORT RICHEY, FLORIDA 33568

(E) Section Five (2) is deleted and in its place and stead, the following is substituted:

Section Five (2) Condominium or Rental Unit. Each Lot designated as a Condominium unit or a rental unit shall be assessed at the rate of 50 percent of the annual or special assessment as may be levied or fixed against a single family detached Lot, and until said Lot is sold by the Developer, the Developer shall only pay 5 percent of the annual or special assessment against a single family Lot. After the sale of Condominium or Rental Lots hereunder and a designation of the densities required in Article III, Section Four, the responsibility for the Developer with respect to said Lot shall cease and the new purchaser shall be responsible for the full 50 percent assessment per Lot.

(F) Section Five (3) is deleted and in its place and stead, the following is substituted:

Section Five (3) Commercial Area. The assessment for the Commercial Area, until such times as said area is divided into Lots, shall be 10 times the assessment attributable to a Lot, and if said area is broken down into Lots, said assessments shall be proportioned so that the total assessment against the Commercial Area shall be 10 Lots, except that until the Lots are sold by the Developer, the Developer shall pay only 25 percent of the full assessment attributable to the Commercial Area which it owns.

(G) The first date in Section Five (4) shall be changed from January 1, 1975, to the 1st day of January, 1976.

(3) Article VIII, Section Two (5) is amended so as to require one (1) complete set of plans rather than two (2).

(4) The text of Article VIII, Section Seven (2) is hereby deleted and in its place and stead the following is substituted:

The owner of a Lot shall be required to plant at least three (3) live hardwood trees, exclusive of punk, palm or citrus on any treeless Lot, or two (2) live hardwood trees on a Lot that contains only citrus trees prior to occupancy. The new trees must be at least seven (7) feet tall and have a DBH (Diameter Brest High) of at least 3". No tree can be removed from a Lot once all construction is completed unless it has died. Then, it must be replaced by the Owner of the Lot at his expense, in an area with an exposure to public view equivalent to that of the tree removed.

(5) The text of Article VIII, Section Thirteen (1) is hereby deleted and in its place and stead the following is substituted:

Except with prior written approval and permission of the Committee, no deep water well shall be sunk or drilled on any Lot. However, Developer reserves the right to locate wells, pumping stations and tanks within residential areas or any of the Common Areas, or on any Lot designated for such use, however, each house may have a shallow well for irrigation purposes, if allowed under Pinellas County regulations.

Exhibit C
Page 52 of 82

(6) The text of Article VIII, Section Seventeen (2) is hereby deleted and in its place and stead the following is substituted:

Shallow well water may be used for lawn sprinkling if allowed under Pinellas County regulations.

(7) The text of Article XII, Section One (3) is hereby deleted and in its place and stead the following is substituted:

In the event construction is not started on a dwelling within 180 days from the time of original Lot purchase (transfer of title) from Developer, the Developer shall have the option to purchase the Lot back at the original purchase price.

(8) The Amendment to the Management Contract between Westlake Village Civic Association, Inc., and Westlake Management, Inc., is attached hereto and by reference made a part hereof.

(9) The phrase "the membership as to such lot" is deleted in the third and fourth line from the bottom of Article IV, Section One (1).

(10) The remaining provisions of the Declaration are ratified, confirmed and approved.

IN WITNESS WHEREOF, we have hereunto place our hands and seal this 27th day of September 1974.

PINELLAS SERVICE CORPORATION

By Peter J. Blank
Peter J. Blank, President

ATTEST: Jeanne C. Gary
Secretary

PINELLAS SERVICE CORPORATION CORPORATE SEAL 1974 FLORIDA

STATE OF FLORIDA
COUNTY OF PINELLAS

The foregoing instrument was acknowledged before me by PETER J. BLANK and Jeanne C. Gary President and Secretary, respectively, of PINELLAS SERVICE CORPORATION, this 27th day of September, 1974.

Lucille D. Wilson
Notary Public - State of Florida
My commission expires:
Notary Public, State of Florida at Large
My Commission Expires April 9, 1977

LUCILLE D. WILSON NOTARY PUBLIC STATE OF FLORIDA

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PINELLAS COUNTY FLA.
OFF.REC.BK 13190 PG 1350

O. R. 4223 PAGE 1574

KNOW ALL MEN BY THESE PRESENTS that WILLIAM L. WAUD, JR., and ADELE R. WAUD, his wife, the owner of Block 1, Lot 63, of Westlake Village, as recorded in Plat Book 71, page 64-72, Public Records of Pinellas County, Florida, do hereby consent to the terms of this amendment to the Declaration of Covenants, Conditions and Restrictions of Westlake Village.

Signed, sealed and delivered in the presence of:

William L. Waud, Jr. (SEAL)

Adele R. Waud (SEAL)

STATE OF FLORIDA
COUNTY OF PINELLAS

The foregoing instrument was acknowledged before me by WILLIAM L. WAUD, JR., and ADELE R. WAUD, his wife, this 27th day of September, 1974.

Notary Public - State of Florida
My commission expires:

Notary Public, State of Florida at Large
My Commission Expires APRIL 9, 1977

KNOW ALL MEN BY THESE PRESENTS that SIBLEY HOMES, INC., the owner of Block 5, Lots 2, 3, 4, 5, 6, 7, 8 & 13, and Block 7, Lots 4, 7 & 8, of Westlake Village, as recorded in Plat Book 71, pages 64-72, Public Records of Pinellas County, Florida, do hereby consent to the terms of this amendment to the Declaration of Covenants, Conditions and Restrictions of Westlake Village.

Signed, sealed and delivered in the presence of:

SIBLEY HOMES, INC.

By _____ President

ATTEST: _____ Secretary

STATE OF FLORIDA
COUNTY OF PINELLAS

The foregoing instrument was acknowledged before me by C. W. Sibley and Larry W. Sibley, the President and Secretary, respectively, of SIBLEY HOMES, INC., this 27th day of September, 1974.

Notary Public - State of Florida
My commission expires:

Notary Public, State of Florida at Large
My Commission Expires: APRIL 9, 1977

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PINELLAS COUNTY FLA.
OFF.REC.BK 13190 PG 1351

JL 4223 PAGE 1575

KNOW ALL MEN BY THESE PRESENTS that BARCLEY HOMES, INC., the owner of Block 13, Lots 4, and Block 14, Lots 1, 2 & 27, of Westlake Village, as recorded in Plat Book 71, pages 64-72, Public Records of Pinellas County, Florida, do hereby consent to the terms of this amendment to the Declaration of Covenants, Conditions and Restrictions of Westlake Village.

Signed, sealed and delivered in the presence of:

Peter J. Blank

Jeanne G. Gary

BARCLEY HOMES, INC.

By Richard W. Barcley
President

ATTEST: _____
Secretary

STATE OF FLORIDA
COUNTY OF PINELLAS

The foregoing instrument was acknowledged before me by Richard W. Barcley ~~and~~ _____, the President ~~and Secretary, respectively,~~ of BARCLEY HOMES, INC., this 27th day of September, 1974.

Lucille DeWilson
Notary Public - State of Florida
My commission expires:
Notary Public, State of Florida at Large
My Commission Expires April 9, 1977

KNOW ALL MEN BY THESE PRESENTS that JOHN D. STEWART and GAIL S. STEWART, his wife, the owner of Block 8, Lot 18, of Westlake Village, as recorded in Plat Book 71, page 64-72, Public Records of Pinellas County, Florida, do hereby consent to the terms of this amendment to the Declaration of Covenants, Conditions and Restrictions of Westlake Village.

Signed, sealed and delivered in the presence of:

Peter J. Blank

Roberta H. Hunt

John D. Stewart (SEAL)

Gail B. Stewart (SEAL)

STATE OF FLORIDA
COUNTY OF PINELLAS

The foregoing instrument was acknowledged before me by JOHN D. STEWART and GAIL B. STEWART, his wife, this 27th day of September, 1974.

Lucille DeWilson
Notary Public - State of Florida
My commission expires:
Notary Public, State of Florida at Large
My Commission Expires April 9, 1977

Exhibit C
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KNOW ALL MEN BY THESE PRESENTS that E. A. SCHANZE and SARAH A. SCHANZE, his wife, the owner of Block 8, Lot 20, of Westlake Village, as recorded in Plat Book 71, page 64-72, Public Records of Pinellas County, Florida, do hereby consent to the terms of this amendment to the Declaration of Covenants, Conditions and Restrictions of Westlake Village.

Signed, sealed and delivered
in the presence of:

E. A. Schanze (SEAL)

Sarah A. Schanze (SEAL)

STATE OF FLORIDA
COUNTY OF PINELLAS

The foregoing instrument was acknowledged before me by E. A. SCHANZE and SARAH A. SCHANZE, his wife, this 8th day of October, 1974.

Notary Public - State of Florida
My commission expires:
Notary Public, State of Florida at Large
My Commission Expires MAY 24, 1977

KNOW ALL MEN BY THESE PRESENTS that PHILIP M. SCHWARTZ, the owner of Block 14, Lots 21, 22, 23, 24, 25, 26, of Westlake Village, as recorded in Plat Book 71, page 64-72, Public Records of Pinellas County, Florida, does hereby consent to the terms of this amendment to the Declaration of Covenants, Conditions and Restrictions of Westlake Village.

Signed, sealed and delivered
in the presence of:

Philip M. Schwartz (SEAL)

STATE OF FLORIDA
COUNTY OF PINELLAS

The foregoing instrument was acknowledged before me by PHILIP M. SCHWARTZ, this 27th day of September, 1974.

Notary Public - State of Florida
My commission expires:
Notary Public, State of Florida at Large
My Commission Expires APRIL 9, 1977

KNOW ALL MEN BY THESE PRESENTS that WESTLAKE VILLAGE CIVIC ASSOCIATION, INC., does hereby approve of the terms and conditions of this amendment to the Declaration of Covenants, Conditions and Restrictions of Westlake Village.

Signed, sealed and delivered
in the presence of:

WESTLAKE VILLAGE CIVIC ASSOCIATION, INC.

By Billie A. Barger
President

ATTEST: Peter J. Blank
Secretary

STATE OF FLORIDA
COUNTY OF PINELLAS

The foregoing instrument was acknowledged before me by Billie A. Barger and Peter J. Blank, the President and Secretary, respectively, of WESTLAKE VILLAGE CIVIC ASSOCIATION, INC., this 27th day of September, 1974.

Notary Public - State of Florida
My commission expires:

Notary Public, State of Florida at Large
My Commission Expires APRIL 9, 1977

KNOW ALL MEN BY THESE PRESENTS that HOME FEDERAL SAVINGS AND LOAN ASSOCIATION, as the only mortgagee on land located in WESTLAKE VILLAGE SUBDIVISION, as recorded in Plat Book 71, pages 64-72, Public Records of Pinellas County, Florida, does hereby consent to this amendment.

Signed, sealed and delivered
in the presence of:

HOME FEDERAL SAVINGS AND LOAN ASSOCIATION

By
President

ATTEST: Ruth M. Rowley
Secretary

STATE OF FLORIDA
COUNTY OF PINELLAS

The foregoing instrument was acknowledged before me by Russell L. Stewart and Ruth M. Rowley, the President and Secretary, respectively, of HOME FEDERAL SAVINGS AND LOAN ASSOCIATION, this 27th day of September, 1974.

Notary Public - State of Florida
My commission expires:

Notary Public, State of Florida at Large
My Commission Expires APRIL 9, 1977

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PINELLAS COUNTY FLA.
OFF.REC.BK 13190 PG 1298

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WESTLAKE VILLAGE
DECLARATION
OF
COVENANTS, CONDITIONS AND RESTRICTIONS

THIS DECLARATION, made this 14th. day of December 1973, by PINELLAS SERVICE CORPORATION, hereinafter called "Developer",

W I T N E S S E T H :

WHEREAS, Developer is the owner of the real property described in Article II of this Declaration and desires to create thereon an exclusive residential community to be named Westlake Village; and

WHEREAS, Developer desires to insure the attractiveness of the individual Lots, Common Areas, and Community Facilities within Westlake Village and to prevent any future impairment thereof, to prevent nuisances, to preserve, protect and enhance the values and amenities of the said property and to provide for the maintenance of the Common Areas and other Community Facilities; and, to this end, desires to subject the real property described in Article II together with such additions as may hereafter be made subject thereto (as provided in Article II) to the covenants, conditions, restrictions, easements, charges and liens, hereinafter set forth, each and all of which is and are for the benefit of said property and each owner thereof; and

WHEREAS, Developer has deemed it desirable, for the efficient preservation, protection and enhancement of the values and amenities in Westlake Village and to insure the residents' enjoyment of the specific rights, privileges and easements in the Common Areas and Community Facilities, to create an organization to which should be delegated and assigned the powers of owning, maintaining and administering the Common Areas and Community Facilities and administering and enforcing the covenants and restrictions and collecting and disbursing the assessments and charges hereinafter created; and

PINELLAS CO. FLORIDA
CLERK CIRCUIT COURT
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WHEREAS, Developer has incorporated under the laws of the State of Florida, as a non-profit corporation, Westlake Village Civic Association, Inc., for the purpose of exercising the functions aforesaid within Westlake Village;

NOW, THEREFORE, the Developer declares that the real property described in Article II, and such additions thereto as may hereafter be made pursuant to Article II hereof, is and shall be held, transferred, sold, conveyed and occupied subject to the covenants, conditions, restrictions, easements, charges and liens hereinafter set forth.

ARTICLE I

DEFINITIONS

Section One. Definitions. The following words when used in this Declaration or any supplemental Declaration (unless

PINELLAS CO. FLORIDA
CLERK CIRCUIT COURT

THIS INSTRUMENT PREPARED B
Dennis R. DeLoach, Jr.,
Fisher, Sauls, Adcock & Keough, P.
7843 Seminole Boulevard
P. O. Box 3126
Seminole, Florida 33542

LAW OFFICES OF
FISHER, SAULS, ADCOCK & KEOUGH P.A.
FLORIDA NATIONAL BANK BLDG.
ST. PETERSBURG, FLORIDA 33701
7843 SEMINOLE BLVD.
SEMINOLE, FLORIDA 33542
RETURN TO
FISHER, SAULS, ADCOCK & KEOUGH, P.A.
BAYONET POINT POST OFFICE, FLORIDA 33588

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the context shall prohibit) shall have the following meanings:

1. "Westlake Village" shall mean and refer to all existing properties, and additions thereto, as are subject to this Declaration and any supplemental Declaration under the provisions of Article II hereof.

2. "Association" shall mean and refer to Westlake Village Civic Association, Inc.

3. "Private Dwelling Unit" shall mean and refer to a living unit within Westlake Village.

4. "Owner" shall mean and refer to the record title owner, whether one or more persons or entities, of the fee simple title to any Lot situated within Westlake Village but shall not include mortgagee.

5. "Developer" shall mean and refer to Pinellas Service Corporation, its successors and assigns.

6. "Member" shall mean and refer to members of the Westlake Village Civic Association, Inc.

7. "Lot" shall mean and include all parcels of land duly recorded and identified by the Plat intended or designed for the construction thereon of one Private Dwelling Unit as herein defined, and where appropriate to the context, such definition shall also include the space occupied by an existing or planned Condominium Unit within a condominium, or a rental apartment unit. A Lot shall also refer to the division of the Commercial Area into separate pieces of realty if said division is made. An owner of a tract referred to herein as Multi-Family shall be deemed to be the owner of the number of Lots as referred to in Article III under "Density".

8. "Board of Directors" or "Board" when referred to herein shall mean the Board of Directors of Westlake Village Civic Association, Inc.

9. "Committee" when referred to herein shall mean the Committee provided for in Article VIII hereof.

10. "Commercial Area" shall refer to that area shown on the plat of Westlake Village designated as Commercial Area.

11. "Multi-Family Area" shall refer to that area designated on the plat of Westlake Village as Multi-Family Area. (These are Tracts 1, 2, 4 and 5 on the plat.)

12. "Common Area" shall refer to all real property designated as Common Green Area on the plat of Westlake Village. (These are Tracts 3 and 7 on the Plat). The lakes and streams shall be considered Common Area.

13. "Community Facilities" refers to those recreational improvements to be placed on the Common Area by the Developer.

14. "Condominium Unit" refers to a unit in a condominium established under Chapter 711 of the Florida Statutes.

15. "Declaration" refers to this document and all amendments and additions thereto.

16. "Plat" refers to the plat of Westlake Village as recorded on the public records of Pinellas County, Florida.

ARTICLE II

PROPERTY SUBJECT TO THIS DECLARATION; ADDITIONS THERETO

Section One. Existing Property. The real property which is, and shall be held, transferred, sold, conveyed, and occupied subject to this Declaration is located in the County of Pinellas, State of Florida, and is more particularly described in metes and bounds description attached hereto as EXHIBIT A and incorporated by reference as fully as if specifically repeated herein.

Section Two. Additions to development without further assent or permit. Developer hereby reserves the right, exercisable from time to time, to subject other real property to the restrictions set forth herein, in order to extend the scheme of this Declaration to additional property to be developed as part of Westlake Village, and thereby to bring such additional properties within the jurisdiction of the Association. The additions herein authorized shall be made by filing of record one or more supplementary declarations with respect to the properties to be then subject to this Declaration and which shall subject such addition to assessment for their just share of the Association's expenses. Each supplementary declaration may contain such complementary additions and modifications of the Covenants, Conditions and Restrictions contained herein as may be necessary to reflect the different character, if any, of the added properties; however, any such supplemental declaration or any such other declaration shall not revoke or otherwise amend the provisions of this declaratic as this Declaration pertains to the properties subjected thereto. Any addition shall be referred to as "Section 2" or "3" as the case may be.

ARTICLE III

DENSITY

Section One. Single Family Lot. There shall be 362 Lots in Westlake Village, and each of said Lots shall have only one Private Dwelling Unit per Lot.

Section Two. Multi-Family Area. There shall be not more than the following Private Dwelling Units per tract:

Multi-Family Tract No. 1	-	100 living units (or Lots)
Multi-Family Tract No. 2	-	56 living units (or Lots)
Multi-Family Tract No. 4	-	300 living units (or Lots)
Multi-Family Tract No. 5	-	150 living units (or Lots)

Section Three. Commercial Area. It is contemplated that there shall not be more than ten stores in said area.

Section Four. Division of the Multi-Family Area. The deed to the sale of all or a portion of a Multi-Family Area by the Developer shall designate the density of said area, and thereafter the new owner of said area shall be deemed to be the Owner of said designated number of Lots, or the actual number of condominiums and/or rental units which are actually constructed, whichever is less.

Section Five. Density reduction. The Developer reserves the right to reduce the density of the Multi-Family Areas and the Commercial Area and the right to replat said areas for single family lots, or other usage.

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(813) 397-1267

BAYONET POINT PLAZA
BAYONET POINT PLAZA
HUDSON, FLORIDA 33568

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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 record 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, or ownership of a Commercial Lot 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 as to such Lots under contract or agreement of purchase, the membership as to such Lot will be joint and the right of such membership (including the voting power arising therefrom) shall be exercised only as stipulated in Section Two hereinbelow.

2. During any period in which a Member shall be in default in the payments of any annual, special or other periodic assessment levied by the Association, the voting rights and right to the use of the Common Areas or the Community Facilities or other areas which the Association may provide may be suspended by the Board of Directors until such assessment is paid. In the event of violation by a Member of any rules or regulations established by the Board of Directors, such Member's voting and use rights may be suspended by the Board after a hearing at which the general requirements of due process shall be observed. Such hearing shall only be held by the Board (or a committee thereof) after giving such member ten (10) days prior written notice by registered or certified mail specifying such alleged violation and setting the time, place and date of the hearing. Determination of violation shall be made by a majority vote of the Board or the Committee thereof, and such action shall thereby be conclusive.

3. No membership or initiation fee shall be charged nor shall Members be required to pay at any time any amount to carry on the business of the Association except to pay when due the charges, assessments and special assessments levied upon each Member's Lot as specified in the Declaration, the By-Laws, or as the Members of the Association may from time to time hereafter adopt.

Section Two. Voting and Voting Rights.

1. The voting rights of the membership shall be appurtenant to the ownership of the Lot. There shall be two classes of Lots with respect to voting rights:

A. CLASS A. Class A Lots shall be all Lots except Class B Lots as the same are hereinafter defined. The voting rights appurtenant to the Class A Lots shall be as follows:

(1) 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 entitle the owner(s) of said Lot to one-half (1/2) of one vote.

(2) COMMERCIAL AREA. Each fee simple owner of a Lot in the Commercial Area shall have one vote for each Lot owned.

(3) SINGLE-FAMILY DETACHED HOMES. Each Lot designated as a Lot on which a single-family detached home is or may be constructed shall entitle 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.

B. CLASS B. Class B Lots shall be all Lots owned by Developer which have not been converted to Class A Lots as provided in (1), (2) or (3) below. Developer shall be entitled to three (3) votes for each Class B Lot reserved and designated for the development of a single-family detached home, and five (5) votes of each Class B Lot defined and designated as a Private Dwelling Unit within the Multi-Family Areas, and one (1) vote for ownership of Lots in the Commercial Area. Until Lots are sold from the Commercial Area, the Developer shall have ten (10) votes for said area. The Class B Lots shall cease to exist and shall be converted to Class A Lots on the happening of either of the following events, whichever first occurs:

(1) When the total number of votes appurtenant to the Class A Lots equals the total number of votes appurtenant to the Class B Lots; or

(2) Ten (10) years from the execution of this Declaration. In the case of additional memberships being created by annexation of additional land and the platting of same, the tests of (1) and (2) above shall be applied separately to each portion of the annexed lands and the test under (2) shall be ten (10) years from the time Developer records a supplementary declaration annexing such lands.

(3) If the Developer files an amendment hereto transferring Lots it owns to Class A Lots.

2. 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 the election of directors shall be by voice vote or by show of hands unless a majority of the total votes appurtenant to Class A Lots and Class B Lots represented at the meeting shall, prior to voting on any matter,

PINELLAS COUNTY FLA.
OFF.REC.BK 13190 PG 1303

demand a ballot vote on that particular matter. Where directors or officers are to be elected, the solicitation of proxies for such elections may be conducted by mail.

ARTICLE V

PROPERTY RIGHTS IN THE COMMON AREAS AND COMMUNITY FACILITIES

Section One. Members' Easements of Enjoyment. Subject to the provision of Section 3 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 within 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. Common Areas and Community Facilities. The Developer may retain the legal title to the Common Areas and Community Facilities until such time as it has completed improvements thereon and until such time as, in the absolute discretion of the Developer, the Association is able to maintain the same, and at that time, title to said areas shall be conveyed to the Association.

Section Three. 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 Area 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 Class A Lots and Class B 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 of the Developer to impose reasonable covenants and restrictions in respect to such Common Areas and Community Facilities, in addition to those set forth herein at the time of conveyance of the Common Areas and Community Facilities to the Association and such covenants and restrictions will be incorporated by reference and made a part of this Declaration.

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

Section Four. 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.

ARTICLE VI

COMMON AREAS AND COMMUNITY FACILITIES

Section One. Type and extent of. The Developer shall construct, furnish and equip such recreational and Community Facilities on the Common Areas as it deems necessary and appropriate for Westlake Village, as the development progresses from time to time.

Section Two. Time to be Constructed. Due to the fact that the Owners of Lots in Westlake Village will have the responsibility of maintaining the Community Facilities when completed, it is the intention of the Developer that the Community Facilities should not be started until the first quarter of 1975. The actual time however, for the Community Facilities to be built or completed shall be completely discretionary with the Developer.

Section Three. 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 Class A and Class B Lots after it acquires title to same.

Section Four. 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.

ARTICLE VII

COVENANTS FOR MAINTENANCE ASSESSMENTS

Section One. Creation of the Lien and Personal Obligation of Assessments. The Developer, for each Lot owned including "Lots" within Multi-Family Areas and the Commercial Area within Westlake Village, hereby covenants, and each Owner of any Lot by acceptance of a deed therefor, 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 Two. Purpose of Assessments. The assessments levied by the Association shall be used to provide funds for such purposes as the Association may determine are for the benefit of its Members, which purposes may include maintenance, landscaping and beautification of the Common Areas and Community Facilities. Common Areas and Community Facilities may include public or other lands designated by the Developer and/or the Association. Funds may also be used to provide other services for the Association Members to promote the health, safety and welfare of the residents of the community and in particular for the acquisition, improvement and maintenance of properties, services and facilities related to the use and enjoyment of the Common Area and Community Facilities, including but not limited to the cost of repair, replacement and additions thereon; the cost of labor, equipment, materials, management and supervision thereof; the payment of taxes assessed against the Common Area and Community Facility; the procurement and maintenance of insurance the employment of attorneys, accountants and other professionals to represent the Association when necessary or useful; the employmen of security personnel to provide any service which is not readily available from any governmental authority; and such other needs as may arise from time to time.

Section Three. Annual Maintenance Assessment. Until the 1st day of January, 1975, there shall be no annual assessment. Thereafter, the annual assessment, until changed, as provided herein, shall be $180.00 per Lot, with the percentages applied to the particular "Lot" in question as provided in Section Five hereof. Said assessment shall be paid yearly.

1. From and after the 1st day of January, 1975, 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 on or before December 1 of the preceding year, and written notices of the assessment shall be mailed 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.

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 15% more than the initial yearly assessment amount of $180.00 per Lot as escalated by the most current monthly figure of the Consumer Price Index (CPI), All Items U.S. 1967=100, as published by the Bureau of Labor Statistics and presently reported in the current labor statistics section of the Monthly Labor Review at the time of the proposed increase. The base for the proposed increase of the base yearly amount before the 15% is added shall be determined by dividing the amount of yearly assessment by the index number for October, 1973 of 136.6 and then multiplying that amount by the corresponding index number for the month of the latest available Bureau of Labor Statistics index as

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9043 SEMINOLE BLVD.
SEMINOLE, FLORIDA 33542

Exhibit C
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mentioned above. 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.

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 Class A and Class B 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 assessment, fixed or levied against a Lot except that until the Lot(s) hereunder are sold by the Developer, or until December 31, 1977 whichever occurs first, the Developer shall only pay 25% of the full assessment with respect to the individual Lots in question.

2. Condominium or Rental Unit. Each Lot designated as a Condominium unit or a rental unit shall be assessed at the rate of 50% of any annual or special assessment as may be levied or fixed against a single family detached Lot if said Lot is a Class A Lot, and until said time, said assessment shall be 25% of the annual or special assessment against a single family detached Lot.

3. Commercial Area. The assessment for the Commercial Area, until such times as said area is divided into Lots, shall be ten (10) times the assessment attributable to a Lot, and if said area is broken down into Lots, said assessment shall be proportioned so that the total assessment against the Commercial Area shall be ten (10) Lots, except that until the Lots are sold by the Developer, or until December 31, 1977, whichever comes first, the Developer shall pay only 25% of the full assessment attributable to the Commercial Area which it owns.

4. Payment by Developer. Until the 1st day of January, 1975, the date which the first budget takes effect, the Developer shall not pay any assessments for any Lots it owns in Westlake Village, but shall be responsible for paying such sums as shall be needed from time to time in order for the Common Areas and the Community Facilities to be maintained. After the above referenced budget takes effect, the Developer shall pay assessments for its Lots on a yearly basis. Until December 31, 1977, the Developer shall pay additional sums which may be needed from time to time in order for the Common Areas and Community Facilities to be maintained if the regular assessments during said period are not sufficient.

Section Six. Effective Non-Payment of Assessments; Remedies of Association. Each annual assessment shall be due and payable by January 31 of each year hereafter in which an annual assessment is due. Any special assessment shall be due within the time specified by the Board of Directors. Any assessment not paid within thirty (30) days after due date shall bear interest from the date due at seven percent (7%) per annum. The Association, its agent or representative may bring an action at law against the Owner personally obligated to pay the same or foreclose the lien against the Lot to which the assessment relates, and interest, cost and reasonable attorney's fee for such action or foreclosure shall be added to the amount of the

assessment to the extent allowed by law. No Owner may waive or otherwise escape liability for the assessment by non-use of the Common Area and/or Community Facilities and/or by the abandonment of his Lot. The Association shall have the right to take any action herein provided against the Owner and the election of any one remedy shall not be deemed a waiver of any other remedy.

Section Seven. Subordination. The continuing lien for the security of the assessments due hereunder shall be automatically subordinate to the mortgages of institutional mortgagees, which term shall include federal savings and loan associations, state and federal banks, real estate investment trusts and insurance companies; provided, however, that such subordination shall not apply to a claim of lien which has been specifically recorded of record by the Association evidencing non-payment of the assessment. In the event of foreclosure of a mortgage by a mortgagee whose mortgage is subordinated hereunder, said foreclosure shall foreclose only assessments which are unpaid at the time of said foreclosure, and shall not foreclose any assessments, or the right to same which become due and payable after the commencement of the foreclosure action, and each mortgagee takes subject to this clause. If an institutional mortgagee acquires title to a Lot due to foreclosure, and if an assessment becomes due and payable while said mortgagee owns same, said assessment shall be reduced by 50% for the benefit of said mortgagee, if it requests said reduction, during the period of its ownership of said Lot.

Section Eight. Claim of Lien. The Association may file a claim of lien against any Lot hereunder evidencing an unpaid assessment upon the public records of Pinellas County, Florida, and the Association shall notify the Owner of said Lot of said lien by regular mail at the Owners last known address. This claim of lien shall not be placed of record until after the date said assessment is delinquent.

Section Nine. Waiver of Homestead. Each and every person who acquires title to all or a part of a Lot in Westlake Village shall thereby waive any and all homestead rights, if any, which said person has or may have had under the laws of the State of Florida as to the liens or lien rights herein created. This does not refer to the "homestead exemption".

ARTICLE VIII

ARCHITECTURAL, MAINTENANCE AND USE RESTRICTIONS WITH RESPECT TO SINGLE FAMILY LOTS

Section One. Enforcement. The Developer shall have the responsibility of enforcing the restrictions set forth in this Article prior to the formation of the Committee, which upon appointment, shall assume and be responsible for enforcement. References in this Article to Committee shall mean the Developer until the Committee is appointed.

Section Two. Approval of Plans, Standards and Procedures. For the purpose of further insuring the development of Westlake Village as a residential area of highest quality and standard, and in order that all improvements on each Lot shall present an attractive and pleasing appearance from all sides of view, the Committee reserves the exclusive power and discretion to control and approve all of the buildings, structures and other improvements on each Lot in the manner and to the extent set forth herein.

1. No residence or other building, fence, wall, utility yard, driveway, swimming pool or other structure or improvement, regardless of size or purpose, whether attached to or detached from the main residence, shall be commenced, placed, erected or allowed to remain on any Lot, nor shall any addition to or exterior change or alteration thereto be made, unless and until building plans and specifications covering same, showing the nature, kind, shape, heights, size, materials,

floor plans, exterior color schemes, location and orientation of the Lot and approximate square footage, construction schedule, front, side and rear elevations and such other information as the Committee shall require, including if so required, plans for the grading and landscaping of the Lot showing any changes proposed to be made in the elevation or surface contours of the land, have been submitted to and approved in writing by the Committee.

2. All architectural, remodeling and landscape plans must be accompanied by site plans which show the siting of homes on each side of the residency under consideration. The Committee shall have the absolute and exclusive right to refuse to approve any such building plans and specifications and lot-grading and landscaping plans which are not suitable or desirable in its opinion for any reason, including purely aesthetic reasons and reasons connected with future development plans of the Developer of Westlake Village or contiguous land.

3. In the event the Committee rejects such plans and specifications as submitted, the Committee shall so inform the Owner in writing and along with reasonable detail the reason(s) for disapproval and the Committee's recommendations to remedy same if in the sole opinion of the Committee a satisfactory remedy is possible.

4. In passing upon such building plans and specifications and lot-grading and landscaping plans, the Committee may take into consideration the suitability and desirability of proposed constructions and of the materials of which the same are proposed to be built to the building Lot upon which it is proposed to erect the same, the quality of the proposed workmanship and materials, the harmony of external design with the surrounding neighborhood and existing structures therein, and the effect and appearance of such constructions as viewed from neighboring properties. In addition, there shall be submitted to the Committee for approval such samples of building materials proposed to be used as the Committee shall specify and require.

5. As a prerequisite to consideration for approval, and prior to beginning the contemplated work, two (2) complete sets of plans and specifications must be submitted to the Committee.

6. Upon giving written approval, construction shall be started and prosecuted to completion promptly and in strict conformity with such plans and specifications.

7. Committee shall be entitled to stop any construction in violation of these restrictions and any such exterior addition to or change or alteration made without application having first been made and approval obtained as provided above, shall be deemed to be in violation of this covenant and may be required to be restored to the original condition at Owner's cost, plus any attorney's fees expended, if any, by the Committee.

8. In the event the Committee fails within forty-five (45) days to approve or disapprove such plans and specifications, approval will not be required, and this Section shall be deemed to have been fully complied with.

9. The Committee shall have the right to charge a reasonable fee for receiving each application for approval of plans and specifications. For the period ending December 31, 1976, said fee shall not exceed Fifty Dollars ($50.00) for each review of house plans and specifications, which fee shall be completely separate from the purchase price, and for the period

ending December 31, 1976, said fee shall not exceed Twenty-five Dollars ($25.00) for each application for repairs, remodeling, alteration or addition.

10. It shall be the responsibility of the Committee from time to time to publish and distribute to architects and/or builders and interested Owners acceptable specifications, materials and standards for house construction.

11. Plans and specifications shall be prepared by an architect or builder registered in the State of Florida. The architect or builder submitting the plans must state in writing that he has visited the site and is familiar with all existing site conditions.

12. All structures must be built to comply substantially with the plans and specifications as approved by the Committee and, before any house can be occupied it must be completely finished and a certificate of completion must be issued by Pinellas County.

13. Until such time as Developer divests itself of all Lots within Westlake Village, Developer shall appoint from time to time the members of an Architectural Committee (The "Committee") to consist of not less than three (3) nor more than seven (7) members which shall exercise authority to approve plans and specifications, and Developer shall have the right to assign the responsibilities of the Committee to the Association at any time. After Developer divests itself of all Lots within Westlake Village, the Committee shall be elected by the Board of Directors.

14. The Committee shall have the right to waive the procedural requirements as stated above from time to time on a case by case basis.

Section Three. Garages. All garages shall have a capacity for a least two automobiles. Garages must be used and maintained as garages.

Section Four. Setbacks.

1. Minimum setback lines are not intended to engender uniformity of setbacks; they are meant to avoid overcrowding and monotony. It is intended that setbacks may be staggered where appropriate so as to preserve important trees, and assure vistas of water and open areas. The Committee reserves the right to select the precise site and location of each house or other structure on each Lot and to arrange the same in such manner and for such reasons as Committee shall deem sufficient. No detached single-family dwelling unit or any part thereof shall be erected nearer to any front Lot line than twenty-five (25) feet, nor nearer than fifteen (15) feet to any side street Lot line, and no building shall be erected nearer than ten (10) feet to any interior side Lot line except seven and one-half (7½) feet on cul-de-sac or irregular shaped Lots that make it impossible to comply, provided, however, as to Lots that subsequently become subject to this Declaration as an "addition" which are designated for attached or semi-attached dwellings, any such building, structure or appurtenances thereon may abut upon and be incorporated into any party wall and there shall be no side line setback requirements as to Lot side lines upon which party walls are constructed. If an attached garage or carport is not made a part of the dwelling, one side yard shall not be less than ten (10) feet from the Lot line to permit access to the detached garage or carport in the rear of the property. If

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detached garage, or carport or other outbuildings be approved with written consent from the Committee, they may be erected not nearer than ten (10) feet to any side Lot line.

2. For the purpose of determining compliance with the foregoing building requirements, porches and wing-walls shall not extend beyond any setback lines, unless written approval is received from the Committee.

3. Setback provisions herein prescribed may be altered by the Committee whenever in its sole discretion the topography or configuration of any Lot in said subdivision will so require.

Section Five. Living Area and Building Heights.

1. No detached single-family residences shall be erected or allowed to remain on any Lot unless the square foot area of the main residence, exclusive of screened porches, garages, and storage rooms shall equal or exceed 1,800 square feet.

2. The Committee shall have the right to reduce this square footage standard up to a maximum of five (5) per cent when in its opinion there are special site and architectural considerations involved.

3. No single family residence shall be more than two stories above ground level.

Section Six. Land Use.

1. By or with the written consent of the Committee, one or more Lots or parts thereof, may be re-subdivided or combined to form one single building Lot, provided, however, in such event, the resulting Lots shall not be smaller in total area than either of the original Lots prior to such subdivision. If this is done, the vote appurtenant to the divided Lot shall pass to the Owner of the larger portion and the assessments shall be apportioned between the Owners of the respective parts on a square footage basis. If a house is constructed on more than one Lot, these restrictions shall be construed as if the whole tract is the Lot.

2. No structure of a temporary nature or character shall be used as a residence.

3. No building or structure shall be moved onto any Lot, it being the intent of this restriction that any and all buildings or structures on any of the Lots shall be constructed thereon.

4. No building erected for use as a garage upon a Lot or any part thereof, shall ever be used as a residence; however, temporary sheds or small buildings necessary to the construction of permanent dwellings may be used for the purpose of such construction and may remain on the land for a maximum of 180 days or until the time of completion of the dwelling, whichever is sooner.

Section Seven. Maintenance and Live Trees.

1. All Lots, together with the exterior of all improvements (if any) located thereon, shall be maintained in a neat and attractive condition by their respective Owners. Such maintenance shall include, but shall not be limited to, painting, repairing, replacing and caring for roofs, screens, windows, gutters, downspouts, building surfaces, trees, shrubs, walks

and other exterior improvements. Each Owner shall also be responsible for maintaining that portion of a street used as his yard which lies between a Lot and the paved street in the same manner as if said Owner owned it. In the event the Owner shall decline to maintain his Lot, and/or the above mentioned strip, if any, and the improvements situated thereon in a manner satisfactory to the Committee, after approval by two-thirds (2/3) vote of its Board, the Association shall have the right, through its agents and employees, to enter upon said Lot and/or strip of land and the exterior of the buildings and any other improvements erected thereon and perform such maintenance as approved by the Board. The cost of such exterior maintenance shall be added to and become part of the assessment to which such Lot is subject and the Owner shall be personally liable to the Association for the costs of such maintenance and the costs, until paid, shall be a permanent charge and lien upon such Lot and shall bear interest at the highest rate allowed by law. Entry to perform maintenance shall be only between the hours of 7:00 A.M. and 6:00 P.M. on any day except Sunday. Such entry as herein provided shall not be a trespass, nor shall the Association be liable for doing anything reasonably necessary or appropriate in connection with carrying out these provisions.

2. The Owner of a Lot will be required to plant at lease three (3) live trees, exclusive of punk, palm or citrus on any treeless Lot, or two (2) live trees on a Lot that contains only citrus trees prior to occupancy. The new trees must be at least seven (7) feet tall and have a DBH (Diameter Breast High) of at least 3". No tree can be removed from a Lot once all construction is completed unless it has died. Then, it must be replaced by the Owner of the Lot at his expense, in an area with an exposure to public view equivalent to that of the tree removed.

Section Eight. Other Uses.

1. No permanent clothes lines shall be allowed. Temporary lines may be set on removable stanchions, which shall be removed when not in use. Garbage containers shall be sunk or concealed by wall, fence or shrubbery. Yards, front, back and sides shall be sodded prior to occupancy. No stone yards or other artificial material shall be installed on or maintained on Lots in place of natural sod grass yards.

2. Street mailboxes shall be of the type consistent with the character of Westlake Village and shall be placed and maintained to complement the houses in the neighborhood. At such time as door postal service is available, Owners shall be required to have mailboxes attached to the main dwelling structure and street mailboxes shall be removed within ten (10) days of commencement of such door postal service.

3. No trucks, buses, boats, travel trailers, boat trailers, or any other type of trailers or commercial vehicles shall be permitted to park overnight on a Lot, or in streets abutting a Lot, unless in an enclosed garage.

4. The use of any motor vehicle, including motorcycles, motorscooters or trail bikes is prohibited on the grass areas of the Common Areas, nor may any vehicle, including but not limited to, trailer or motor home be parked in these areas.

5. No house or other structure on any residential Lot will be used for commercial or business purposes.

6. No illegal, noxious, dangerous, or offensive trade or activity shall be conducted or permitted upon said property.

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Or any part thereof, nor shall anything be done thereon which may be or become an annoyance or nuisance to the neighborhood.

7. No trash, rubbish, stored materials, wrecked or inoperable vehicles or similar unsightly items shall be allowed to remain on any Lot outside an enclosed structure. However, the foregoing shall not be construed to prohibit temporary deposits of trash, rubbish and other such debris for pickup by garbage and trash removal service units.

8. In the event that the Owner of any developed Lots fails or refuses to keep such property free from any of the foregoing unsightly items, weeds or underbrush, the Association may, at its option, ten (10) days after posting a notice thereon or mailing a notice to said Owner at his property address requesting Owner to comply with requirements of this paragraph, enter and remove all such unsightly items and growth at said Owner's expense, and Owner shall be personally liable to the Association for the costs of removal, and the costs until paid shall be a permanent charge and lien upon such Lot and shall bear interest at the highest rate allowed by law. By acquiring property subject to these restrictions, each and every Owner agrees to pay such costs promptly upon demand by the Association, their agents, assigns, or representatives. No such entry as provided herein shall be deemed as a trespass.

9. The provisions of this section shall not apply to Lots upon which houses are under construction.

10. No window air conditioning units shall be installed without prior written approval of the Committee.

Section Nine. Fences, Hedges and Landscaping.

1. All the landscape plans, fences and hedges must receive prior written approval from the Committee before implementation.

2. Boundary walls, excluding party walls, may be erected and hedges grown but no higher than three (3) feet from the street right-of-way to the minimum building setback line. No fence of any type shall be permitted between the street right-of-way and the minimum building setback line. Fences, boundary walls and hedges shall not exceed five (5) feet in height from the minimum building setback line to the back building line of the main structure, and shall not exceed six (6) feet in height to the rear property line, unless written approval is received from the Committee.

Section Ten. Animals.

1. No animals, poultry, reptiles or other livestock of any kind shall be bred, raised or kept on or in said described property, but this covenant shall not be deemed as prohibiting the keeping of not more than two dogs and/or two cats per residence as domesticated pets. The owners of such pets shall exercise all reasonable and diligent care with such pet or pets so as not to annoy other residents in the surrounding neighborhood, and any such dog or cat shall be kept and maintained by said owner at all times in either an enclosed fence area or restrained on a leash.

2. No person owning or having possession, charge, custody or control of any dog shall cause, permit or allow the dog to stray, run, be, go or in any other manner be at large

in or upon any public street, sidewalk, Common Area, Community Facility, park, or on another's Lot, without the express or implied consent of the Owner of such Lot.

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 prior written consent of the Committee, except that the Developer, its agents or assigns shall have the right to place and maintain model homes on the respective Lots, and shall further have the right to erect and maintain such directional and advertising signs as the Developer may approve from time to time.

Section Twelve. Utilities.

1. No outside radio transmission tower or receiving antenna shall be erected by the Owner.

2. All residential utility service lines (including, without limitation, electricity, telephone, any and all types of radio and television lines, cables, etc.) to the Lots shall be underground, provided, however, this restriction shall not be construed to prohibit the installation or construction of one or more central utility service relay towers in the event such is, in the Committee's sole discretion deemed necessary.

Section Thirteen. Wells and Lakes.

1. Except with prior written approval and permission of the Committee no deep water well shall be sunk or drilled on any Lot. However, Developer reserves the right to locate wells, pumping stations and tanks within residential areas or any of the Common Areas, or on any Lot designated for such use, however, each house must have a shallow well for irrigation purposes, if allowed under Pinellas County regulations. It is the responsibility of the builder to provide the well and adequate pump at the same time as construction is completed.

2. The Developer 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. The obligation to do this shall be assumed by the Association upon Developer's written request.

3. No Owner or resident shall have any right to pump or otherwise remove any water from the lakes or streams for the purpose of irrigation or other use nor to place rocks, stones, trash, garbage, sewage, water discharged from swimming pools or heating or air conditioning systems, waste water (other than surface drainage), rubbage, debris, ashes or other refuse in any of the lakes or streams.

4. The Association shall have the right to establish additional rules and regulations with respect to lakes and streams from time to time.

Section Fourteen. Noxious Activities.

1. The pursuit of hobbies or other inherently dangerous activities, including specifically, without limiting the generality of the foregoing, the assembly and disassembly of motor vehicles and other mechanical devices which might cause disorderly, unsightly or unkept conditions; the shooting of firearms, fireworks or pyrotechnic devices of any type or size; and other such activities shall not be pursued or undertaken on any part of any Lot, the Common Area or Community Facility without the consent of the Association.

2. No noxious or offensive trade or activity shall be carried on upon any Lot, nor shall anything be done thereon which may be or become an annoyance to the neighborhood.

3. No unlicensed motor vehicles of any type shall be permitted to remain overnight on a Lot or streets abutting a Lot, unless garaged.

4. If an Owner of a Lot, after conveyance by the Developer, 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 Developer shall, after giving thirty (30) days written notice to the Owner of said Lot, have said Lot mowed or cleared as the case may be, and a lien may at the option of the Developer, be placed on said Lot on the appropriate public records, for the Developer's out-of-pocket expense in connection therewith, which lien shall carry interest at the highest rate allowed by law.

Section Fifteen. Storage of Materials.

1. Incinerators for garbage, trash or other refuse shall not be used nor permitted to be erected or placed on any Lot unless consent of the Association is obtained. Any and all equipment, coolers, woodpiles, garbage cans, refuse or storage piles placed on a Lot (whether temporary or permanent) shall be walled in to conceal same from the view of the neighboring Lots, roads, streets, the waterfront or open areas. Plans for all screens, walls, and enclosures must be approved by the Committee prior to construction.

2. No lumber, brick, stone, cinder block, concrete or other building materials, scaffolding, mechanical devices or any other thing used for building purposes shall be stored on any Lot except for the purpose of construction on such Lot and shall not be stored on such Lot for longer than the length of time reasonably necessary for the construction to completion of the improvement in which same is to be used.

3. No exposed above-ground tanks will be permitted for the storage of fuel or water or any other substance, except for water tanks that may be constructed by the Developer for the storage of potable water for the community and fuel tanks for Developer's use during building operations, unless the consent of the Association is first obtained.

Section Sixteen. Swimming Pools.

1. Swimming pools shall not be nearer than ten (10) feet to any Lot line and must be located to the rear of the main building unless a different location is authorized in writing by the Committee.

2. No swimming pool shall be constructed which is not fully enclosed by an adequate screened enclosure or at least a four foot (4') high locked fence. No above ground pools will be permitted.

Section Seventeen. Sprinkling Systems.

1. All Lots may have one hundred percent (100%) underground sprinkling coverage in operable condition.

2. Shallow well water must be used for lawn sprinkling if allowed under Pinellas County regulations.

Section Eighteen. Excavation and Filling. No owner shall excavate or extract earth from any of the Lots subject to this Declaration for any business or other commercial purpose. No elevation changes shall be permitted which materially affect surface grade of surrounding Lots. No Lot shall be increased in size by filling in the water it abuts.

ARTICLE IX

MANAGEMENT CONTRACT

Section One. Management Contract. Due to the fact that the Developer deems it to be in the best interest of Westlake Village for the Common Areas and Community Facilities to be managed and maintained in a professional manner, a management contract has been entered into with Westlake Management, Inc., a Florida corporation and Association. A copy of the said contract is attached hereto and by reference made a part hereof as EXHIBIT B.

1. Each Owner, his heirs, successors or assigns, shall be bound by the terms of said Management Contract for the purpose therein expressed including but not limited to (a) adopting, ratifying, confirming and consenting to the execution of said Management Contract by the Association; (b) ratifying, confirming and approving each and every provision of said Management Contract and acknowledging that all of the terms and provisions thereof are reasonable; and (c) agreeing that the persons acting as Directors and Officers of the Association entering into such agreement have not breached any of their duties, responsibilities or obligations to Association by the entering into of said agreement.

2. The Developer hereby states that it is the Owner of 100% of the outstanding stock in Westlake Management, Inc.

3. The Management Contract, each and every provision thereof and the acts of the Board of Directors and Officers of Association entering into such agreement be and the same are hereby ratified, confirmed, approved and adopted.

ARTICLE X

ARTICLES OF INCORPORATION AND BY-LAWS

Section One. Articles and By-Laws. The Articles of Incorporation and By-Laws of Association are attached hereto as EXHIBIT C and D respectively.

ARTICLE XI

ARCHITECTURAL, MAINTENANCE AND USE RESTRICTIONS WITH RESPECT TO COMMERCIAL AREAS AND MULTI-FAMILY AREAS

Section One. Commercial Areas and Multi-Family Areas. The Developer reserves the right to place a supplement to this Declaration of record which sets forth such terms and conditions as the Developer may determine which covers architectural, maintenance and use restrictions for the Commercial Areas and Multi-Family Areas.

ARTICLE XII

TIME LIMIT TO BUILD, CONTRACTORS AND GOVERNMENTAL RESTRICTIONS

Section One. Time Limit to Build.

1. Construction of any home on a single family Lot shall be completed within twelve (12) months from the date of commencement of construction thereof.

2. The construction of any building in the subdivision shall be diligently pursued to completion within a reasonable time after such work has begun.

3. In the event construction is not started on a dwelling within twenty-four (24) months from the time of original Lot purchase (transfer of title) from Developer, the Developer shall have the option to buy Lot back at the original purchase price plus six percent (6%) simple interest.

Section Two. Contractors. All building placed on any of the Lots within Westlake Village shall be erected by licensed contractors of Pinellas County, Florida.

Section Three. Governmental Restrictions. Each Owner shall observe all governmental building codes, health regulations, zoning restrictions and other regulation applicable to his Lot. In the event of any conflict between any provisions of any such governmental code, regulation or restriction and any provision of this Declaration, the most restrictive provision shall apply.

ARTICLE XIII

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 approved by no less than two-thirds (2/3) of the total votes appurtenant to both classes of membership cast in person or by proxy to change, amend or revoke the restrictions in whole or in part. 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 therefor, thereby agrees that the covenants and restrictions of this Declaration may be extended as provided in this Article.

Section Two. Amendment. The covenants and restrictions of this Declaration as they pertain to the Lots and other properties within Westlake Village may be amended at any time and from time to time during the period of any extension of renewal thereof, by an agreement signed (a) by Developer, if it is the owner of any Lots then subject hereto, and (b) to the extent permitted by law, by at least two-thirds (2/3) of the Owners whose Lots are then subject hereto. Any such amendment shall not become effective until the instrument evidencing such change has been filed of record. By way of clarification, this process of amendment does not apply to "additions". 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 therefor, thereby agrees that the covenants and restrictions of this Declaration may be amended as provided herein. Provided, however, that an amendment may be made by the Developer to correct any typographical errors, or to clear up the intention of any of the words, phrases or sentences used herein without the above being followed.

Section Three. Enforcement. If any person, firm or corporation shall violate or attempt to violate any of these restrictions, covenants or conditions, it shall be lawful for any other person, firm or corporation owning a Lot within Westlake Village to bring an action against the violating party for any claim or right which these restrictions may create in said Owner or interested party either to prevent said person, firm or corporation from so doing such acts which violate the provisions of this Declaration or to recover damages for such violation. The provisions of this section are in addition to and separate from the rights of the Association to enforce the provisions as contained in this Declaration or to collect Association assessments as provided hereunder.

Section Four. Attorneys Fees. The prevailing party in any action by any Owner to enforce the provisions of this Declaration, or an action by the Association to enforce the provisions of this Agreement, shall recover reasonable attorneys fees and court costs from the losing party.

Section Five. Waiver. Any failure by Developer, Association, or any Owner to enforce any of the terms and conditions of this Declaration shall in no event be deemed a waiver of the right to do so thereafter.

Section Six. Invalidation. The invalidity in whole or in part of any section, subsection, sentence, phrase, clause or word of this Declaration, including the attached exhibits, shall not affect the validity of the remaining portions thereof, and all such remaining provisions shall remain in full force and effect together with the provisions ruled upon as they apply to circumstances other than those expressly invalidated.

Section Seven. Delegation and Assignability. Developer shall at all times and from time to time have the right to delegate any and all functions herein reserved to Developer. Further notwithstanding any other provisions contained herein to the contrary, Developer shall have the right at all times and from time to time to fully transfer, convey and assign all or any part of its right, title and interest (whether real or personal) in and to the Common Areas and Community Facilities; provided, however, that any such transferee, grantee or assignee shall take such rights subject to all obligations of Developer as herein contained in respect thereto and such transferee, grantee or assignee shall be deemed to have assumed the same.

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In the event of any such sale, transfer or conveyance, said Developer shall not be relieved of liability resulting from its failure to perform or negligent performance of its obligation under these covenants prior to such sale, transfer or conveyance. Developer shall not, however, be liable to any person for any injury or loss resulting from failure of performance or negligent performance of Developer's obligations under these covenants arising after such sale, transfer or conveyance.

Section Eight. Headings and Binding Affect. Headings are inserted only for convenience and are in no way to be construed as defining, limiting, extending or otherwise modifying the particular paragraphs to which they refer. The covenants, agreements and rights set forth herein are covenants running with the land shall be binding upon and inure to the benefit of the respective heirs, executors, successors and assigns of the Developer and all persons claiming by, through or under Developer regardless of whether or not the specific deed of transfer refers to this Declaration or not.

Section Nine. Merger. Upon a merger or consolidation of the Association with another homeowners Association, or similar organization, as provided in the By-Laws, its properties, rights and obligations may be transferred to another surviving or Consolidating homeowners Association, or in the alternative, the properties, rights and obligations of another homeowners Association may be added to the properties, rights and obligations of the Association as a surviving corporation pursuant to a merger. The surviving or consolidating homeowners Association may administer the covenants and restrictions established by this Declaration. No such merger or consolidation, however, shall affect any revocation, change, or addition to the covenants established by this Declaration.

Section Ten. Unintentional Violation of Restrictions. In the event of unintentional violations of any of the foregoing restrictions with respect to any Lot, the Developer or its successors reserves the right (by and with the mutual written consent of the Owner or Owners for the time being of such Lot) to change, amend, or release any of the foregoing restrictions as the same may apply to that particular Lot.

Section Eleven. Gender. Wherescever this document so requires, the use of any gender shall be construed to include all genders, and the use of the plural shall include the singular and the singular shall include the plural.

IN WITNESS WHEREOF, the owner and Developer of the above described property has caused these presents to be executed in the name of the PINELLAS SERVICE CORPORATION, by the President and Secretary, and the Corporate Seal to be affixed this 14th. day of December , 1973.

Signed, sealed and delivered in the presence of:

PINELLAS SERVICE CORPORATION

Barbara Gemma

By Billie A. Barger
Billie A. Barger, President

Edwin D. Dunkle

By Peter J. Blank
Peter J. Blank, Secretary

(corporate seal)

LAW OFFICES OF
FISHER, SAULS, ADCOCK & KROUGH P.A.
FLORIDA NATIONAL BANK BLDG.
ST. PETERSBURG, FLORIDA 33701

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O.R. 4121 PAGE 719

PINELLAS COUNTY FLA.
OFF.REC.BK 13190 PG 1319

STATE OF FLORIDA
COUNTY OF PINELLAS

I HEREBY CERTIFY that on this 14th day of December, 1973, personally appeared before me BILLIE A. BARGER, as President, and PETER J. BLANE, as Secretary of PINELLAS SERVICE CORPORATION, a Florida corporation, known to me to be the persons described in and who executed the foregoing instrument, and who acknowledged the execution thereof to be their free act and deed as such officers for the uses and purposes therein mentioned, and that they affixed thereto the official seal of the corporation.

WITNESS my signature and official seal in the County of Pinellas and State of Florida, the day and year aforesaid.

Notary Public - State of Florida
My commission expires:

LAW OFFICES OF
FISHER, SAULS, ADCOCK & KEOUGH P.A.
FLORIDA NATIONAL BANK BLDG.
ST. PETERSBURG, FLORIDA 33701

8361 U. S. 19 NORTH
BAYONET POINT-PORT RICHEY, FLORIDA 33568

PINELLAS COUNTY FLA.
OFF.REC.BK 13190 PG 1320

EXHIBIT A

Beginning at the Northeast corner of Section 1, Township 28 South, Range 15 East, thence with the East line of said Section 1, S. 00°29'34" E, 1,332.88 feet to the 40 acre corner; thence N. 89°32'02" W, 660.08 feet to a point, thence S. 00°29'34" E, 1,028.21 feet to a point, thence S. 89°43'31" W. 125 feet to a point, thence S. 00°29'34" E, 200 feet to a point in the North right-of-way line of State Road 584-A, thence with the North right-of-way line of State Road 584-A, S. 89°43'31"W, 380 feet to a point, thence N. 00°29'34" W, 200 feet to a point, thence S. 89°43'31" W, 125 feet to a point in the East right-of-way line of 19th Street, thence with the East right-of-way of 19th Street, N. 00°29'34" W, 420 feet to a point, thence W. 89°43'31" E. 315 feet to a point, thence N. 00°29'34" W, 612.29 feet to a point, thence N. 89°32'02" W, 1,677.48 feet to a point, thence N. 00°12'01" W, 1,330.41 feet to a point, thence N. 34°22'18" E, 166.17 feet to a point, thence N. 40°00'00" E, 100 feet to a point, thence N. 50°00'00" W, 105 feet to a point, thence on a curve to the left, having a radius of 25 feet, a delta of 90°00'00", an arc length of 39.27 feet, a tangent of 25 feet, a chord bearing of S. 85°00'00" W, and a chord distance of 35.36 feet to a point; thence N. 50°00'00" W, 50 feet to a point; thence on a curve to the left, having a radius of 25 feet, a delta of 90°00'00", an arc length of 39.27 feet, a tangent of 25 feet, a chord bearing of N. 05°00'00" W, a chord distance of 35.36 feet to a point, thence N. 50°00'00" W, 136.49 feet to a point, thence on a curve to the right, having a radius of 625 feet, a delta of 13°09'37", an arc length of 143.56 feet, a tangent of 72.10 feet, a chord bearing of N. 43°25'11" W, a chord distance of 143.26 feet to a point, thence on a curve to the left, having a radius of 25 feet, a delta of 85°35'17", an arc length of 37.34 feet, a tangent of 23.15 feet, a chord bearing of N. 79°38'02" W, a chord distance of 33.97 feet to a point, thence N. 32°25'40" W, 50 feet to a point, thence on a curve to the left, having a radius of 25 feet, a delta of 85°35'17", an arc length of 37.34 feet, a tangent of 23.15 feet, a chord bearing of N. 14°46'42" E, a chord distance of 33.97 feet to a point, thence on a curve to the right, having a radius of 625 feet, a delta of 18°11'23", an arc length of 198.42 feet, a tangent of 100.05 feet, a chord bearing of N.18°55'17" W, a chord distance of 197.59 feet to a point; thence on a curve to the left having a radius of 25 feet, a delta of 85°35'17", an arc length of 37.34 feet, a tangent of 23.15 feet, a chord bearing of N. 52°37'14" W, a chord distance of 33.97 feet to a point; thence N. 05°24'53" W, 50 feet to a point, thence on a curve to the left, having a radius of 25 feet, a delta of 85°35'17", an arc length of 37.34 feet, a tangent of 23.15 feet, a chord bearing of N. 41°47'29" E, a chord distance of 33.97 feet to a point; thence N. 01°00'11" W, 241.87 feet to a point; thence on a curve to the left, having a radius of 25 feet, a delta of 90°00'00", an arc length of 39.27 feet, a tangent of 25 feet, a chord bearing of N. 46°00'11" W, a chord distance of 35.36 feet to a point, thence N. 01°00'11" W, 50 feet to a point; thence on a curve to the left, having a radius of 25 feet, a delta of 90°00'00", an arc length of 39.27 feet, a tangent of 25 feet, a chord bearing of N. 43°59'49" E, a chord distance of 35.36 feet to a point; thence N. 01°00'11" W, 211.11 feet to a point; thence on a curve to the left, having a radius of 25 feet, a delta of 88°42'52", an arc length of 38.71 feet, a tangent of 24.45 feet, a chord bearing of N. 45°21'37" W, a chord distance of 34.96 feet to a point; thence N. 02°17'06" W, 50.05 feet to a point, thence on a curve to the left, having a radius of 25 feet, a delta of 91°17'08", an arc length of 39.83 feet, a tangent of 25.57 feet, a chord bearing of N. 44°38'23" E, a chord distance of 35.75 feet to a point, thence N. 01°00'11" W, 219.27 feet, to a point, thence on a curve to the left, having a radius

LAW OFFICES OF
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FLORIDA NATIONAL BANK - SOUTH
ST. PETERSBURG, FLORIDA 33701

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Exhibit A - Continued -

of 25 feet, a delta of 90°00'00", an arc length of 39.27 feet, a tangent of 25 feet, a chord bearing of N. 46°00'11" W, a chord distance of 35.36 feet to a point; thence N. 01°00'11" W, 50 feet to a point; thence on a curve to the left, having a radius of 25 feet, a delta of 90°00'00", an arc length of 39.27 feet, a tangent of 25 feet, a chord bearing of N. 43°59'49" E, a chord distance of 35.36 feet to a point, thence N.01°00'11" W, 214 feet to a point, thence on a curve to the left having a radius of 25, a delta of 90°00'00", an arc length of 39.27 feet, a tangent of 25 feet, a chord bearing of N. 46°00'11" W, a chord distance of 35.36 feet to a point; thence N. 01°00'11" W, 50 feet to a point, thence on a curve to the left, having a radius of 25 feet, a delta of 90°00'00", an arc length of 39.27 feet, a tangent of 25 feet, a chord bearing of N. 43°59'49" E, a chord distance of 35.36 feet to a point; thence N. 01°00'11" W, 210.55 feet to a point; thence on a curve to the left, having a radius of 25 feet, a delta of 88°47'24", an arc length of 38.74 feet, a tangent of 24.48 feet, a chord bearing of N. 45°23'53" W, a chord distance of 34.98 feet to a point; thence N. 00°12'25" E, 50 feet to a point; thence S.89°47'35" E, 52.81 feet to a point, thence N. 00°12'25" E, 180 feet to a point in the centerline of County Road 42, also being the East - West 1/4 section line, Section 36, Township 27 South, Range 15 East; thence with the said 1/4 section line, S. 89°47'35" E, 1,620 feet to a point; thence S. 00°34'57" E, 995.97 feet to a point; thence S. 89°42'57" E, 1,333.13 feet to a point in the East line of Section 36, Township 27 South, Range 15 East; thence with the said East line of Section 36, S. 00°13'41" E, 1,662.85 feet to the Point of Beginning; containing 10,443,789 Sq. Ft. or 239.7564 Acres of land more or less.

LAW OFFICES OF
FISHER, SAULS, ADCOCK & KEOUGH P.A.
FLORIDA NATIONAL BANK BLDG.
ST. PETERSBURG, FLORIDA 33702
7 OAK SEMINOLE BLVD.
SEMINOLE, FLORIDA 33542
821273
7881 U. S. 19 NORTH
BAYONET POINT-PORT RICHEY, FLORIDA 33590

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MANAGEMENT CONTRACT FOR WESTLAKE VILLAGE

THIS AGREEMENT made and entered into this 20th day of December, 1973, by and between WESTLAKE VILLAGE CIVIC ASSOCIATION, Inc., a Florida non-profit corporation, hereinafter referred to as the "Association", and WESTLAKE MANAGEMENT, INC., a Florida corporation, hereinafter referred to as the "Management Contractor".

W I T N E S S E T H:

WHEREAS, Association is the housing association which has been established for Westlake Village, a Planned Unit Development in Pinellas County, Florida, and

WHEREAS, improvements are presently being, or will be, constructed on the property described in Westlake Village as Common Areas and Community Facilities, and

WHEREAS, the purpose of this agreement is to set forth the intention between the parties hereto with respect to a contractural undertaking by and between the parties hereto with respect to the maintenance and upkeep of the Common Areas and Community Facilities in Westlake Village.

NOW, THEREFORE, for the sum of TEN DOLLARS, ($10.00) plus other good and valuable consideration, and the mutual promises contained herein, the parties hereto agree as follows:

1. Employment. The Management Contractor is hereby given exclusive right to manage and maintain the Common Areas and Community Facilities in Westlake Village in accordance with this agreement, and the Management Contractor hereby accepts that responsibility.

2. Purpose of this agreement. The purpose of entering into this agreement is to relieve the individual officers and directors of Association from the duties and responsibilities of handling the day to day details of maintaining and managing the Common Areas and Community Facilities and for the purpose of providing efficient, competent, professional, and continuous management and maintenance for the Common Are and Community Facilities in Westlake Village.

3. Term. This Agreement shall be in effect for a five (5) year period beginning on the 1st day of January, 1974, and ending the 31st day of December, 1978, and this contract shall be renewed automatically for one year periods for a period of five (5) additional years unless the Management Contractor gives the Association written notice of termination not less than three (3) months prior to the end of the term in question.

4. Maintenance of common areas. The Management Contractor shall have the responsibility of maintaining the Common Areas in Westlake Village, and the Community Facilities located thereon from time to time.

5. Contracts. The Management Contractor shall have the authority to enter into sub-contracts with respect to the maintenance of the Common Areas and the Community Facilities with such parties, and on such terms as it may deem necessary, from time to time to carry out its responsibilities hereunder.

6. Utilities. The Management Contractor, from the monies it has available, shall pay for the utilities furnished to the Common Areas and Community Facilities, including, but not limited to water, sewer, electricity, garbage and trash collection, and such other utilities as may be furnished from time to time.

7. Water. The Management Contractor shall have the authority to drill such wells as it may deem necessary from time to time in the Common Areas for the purpose of providing water to Westlake Village.

8. Purchase of equipment. The Management Contractor shall purchase such equipment, tools, movers, tractors, trailers, vehicles, appliances, materials, supplies and other items of tools and equipment as it may need from time to time in order to perform its duties as required under this contract, and all of said items shall be owned by the Association.

9. Community Facility. The Management Contractor shall have the exclusive authority to manage the Community Facility including the authority to determine rules and regulations, and hours of operation of the Community Facility. The Management Contractor shall also have from the monies it has available, the authority to purchase and maintain such equipment, furniture, and furnishings as may be needed from time to time in order to equip, furnish and refurbish the Community Facility in its sole and absolute discretion.

10. Budget. The monies which the Management Contractor shall have until the 1st day of January, 1975 to carry out its responsibilities hereunder, shall be such funds as may be furnished by Pinellas Service Corporation, and after said date, the funds which shall be available to the Management Contractor for the performance of this contract, shall be the sums which are collected pursuant to the terms of the Declaration of Covenants, Conditions, and Restrictions, hereinafter referred to as the "Declaration".

10.1 Preliminary Budget. The Management Contractor shall be the entity responsible for providing the budget to the Association for its adoption; and on or before November 1 prior to each year in which a budget is required, the Management Contractor shall prepare, with the assistance of an accountant or certified public accountant, as it may require, an operating budget setting forth an itemized statement of the anticipated expenses of the Association and Management Contractor for the current year, taking into consideration the condition of the Common Areas, the Community Facilities, and costs of operating same in accordance with the terms of this agreement, together with a breakdown of how said budget shall be allocated between the respective Lots in Westlake Village.

10.2 Adoption. This budget shall be submitted to the Board of Directors of Association in the time period as set forth herein, and the Board of Directors shall confer with the Management Contractor during the month of November, and it shall be the duty of the Board of Directors of Association to adopt said budget or such modifications as an assessment roll for each Lot in Westlake Village as it may deem necessary from time to time on or before December 1 of said year. The final budget shall not cause an assessment to be levied per Lot which exceeds the guidelines therefor as set forth in the Declaration. If a budget is not adopted by the Board of Directors within the time limit, the budget for the preceeding year shall be used for the next year until changed by the Board of Directors.

10.3 Notice. The Management Contractor shall send written notice of the assessment due on each Lot to the Owner thereof by regular mail on or before December 31 of said year showing the total amount due, and the yearly payment from the Owner of each Lot.

10.4 Major control. The budget shall serve as supporting document for the schedule of yearly assessments proposed for the upcoming year, and shall constitute a major control under which the Management Contractor shall operate and there shall be no substantial variance therefrom except as may be sanctioned by the Board of Directors of Association, or for emergencies.

10.5 Overrun. The intention of this paragraph is that no expenses may be incurred or commitments made by the Management Contractor in connection with the maintenance and operation of the Common Areas and Community Facilities in excess of the amounts allocated to the various classifications of expense in the approved budget without the prior consent of the Board of Directors of the Association, except that if said expenditure is necessary because of a lack of sufficient time to obtain such prior consent, an overrun may be experienced provided it is properly brought to the attention of the Association in writing.

11. Insurance. The Management Contractor shall provide such insurance as it deems necessary from time to time to provide for liability insurance for itself and the Association, and such extended coverage insurance on the improvements located on the Common Areas and such personal property owned by the Association which it may deem necessary from time to time.

12. Taxes. From the monies received, the Management Contractor shall have the responsibility for paying the real property taxes on the Common Areas and Community Facilities.

13. Salaries of employees of Management Contractor. The budget as mentioned herein shall include sufficient monies to pay salaries and compensation of employees of the Management Contractor which it hires, including an overall director or supervisor to perform its duties and responsibilities hereunder, and experts, accountants, certified public accountants and attorneys, as it may deem advisable from time to time.

14. Fee. It is specifically understood and agreed that the Management Contractor shall perform all of the services required of it at no cost or expense to itself, but solely at the cost and expense of the Association. As compensation for its services hereunder, the Management Contractor shall receive a net fee, free of all charges and expenses, of eight percent of the total assessments (regular and special) assessed by the Association during each year of this contract. This fee shall be paid to the Management Contractor on a monthly basis.

15. Responsibilities for replacement. The parties hereto understand and agree that the Management Contractor shall have no responsibility to replace any of the landscaping due to damage or destruction caused by freeze, frost or other cause, whether natural or not, on the Common Areas and any of the improvements in the Community Facility or on the Common Areas, if said items are damaged, or worn out, unless sufficient sums are provided in the budget for said items.

16. Special assessments. In the event the Management Contractor deems it necessary for special assessments to be made to the Lots in Westlake Village, the Management Contractor

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shall call this matter to the attention of the Board of Directors of Association for its further action.

17. Office. The Management Contractor shall be entitled to a furnished, equipped and maintained office in the Community Facility at the Association's expense, and the Management Contractor is hereby given the authority to furnish and equip same during the term of this agreement and all extensions thereof.

18. Books and records. The Management Contractor shall keep complete comprehensive books and records of its expenditures hereunder, and said books and records shall be open to inspection by the officers of the Association, or their duly designated agents at reasonable periods of time during normal business hours upon 48 hour written notice. The Management Contractor shall have an audited statement prepared once a year of its activities hereunder by a certified public accountant, which shall be done as an expense of the Association hereunder. Said audit shall be completed on or before March 1st of the following year and shall be presented to the Board of Directors of Association.

19. Collection of assessments. It shall be the duty of the Management Contractor to be the sole collection agency for the assessments which may be due from time to time by the Owners of the Lots in Westlake Village, and in connection therewith, the Management Contractor shall keep books and records of the account of each and every Lot owner in Westlake Village showing the amounts which may be due or paid from time to time as the case may be. The Management Contractor is hereby given the authority to make arrangements for the collection of the sums due hereunder by a local bank or savings and loan association if it elects to do so. The Management Contractor shall not take any legal action to collect assessments unless authorized by the Association.

20. Deposits. The Management Contractor shall keep all funds collected hereunder in checking accounts or savings accounts or Certificates of Deposit which apply to Westlake Village only. Any interest received as the result of savings accounts or Certificates of Deposit shall accrue to the benefit of the Association.

21. Inquiry re status. When a Lot is transferred, and if inquiry is made as to whether or not the Owner of said Lot is current with the assessments, then the Management Contractor shall give said information forthwith, and may, in its discretion, charge a ser[illegible]e charge for giving a letter in writing with respect to the status of said assessments.

22. Application of collections. All sums collected by the Management Contractor shall be allocated as follows:

22.1 Insurance. First, to the payment of premiums on insurance policies required hereunder.

22.2 Common Areas and Community Facilities. Next, to the payment of taxes as to the Common Areas and Community Facilities.

22.3 Utilities. Next, to the payment of the utilities supplied to the Common Area and Community Facilities.

22.4 Management fee. Next, to the payment of the Management Contractor its fee as set forth herein.

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22.5 Balance. The balance shall be utilized, applied, disbursed and otherwise expended or reserved by the Management Contractor to pay the costs and expenses of providing services as provided hereunder, and/or in the budget.

23. Policy. It shall be the duty of the Association to establish policy from time to time in Westlake Village with the assistance of the Management Contractor and the parties hereto agree to work together toward establishing a policy which is in the best interests of all of the residents of Westlake Village.

24. Liability of Management Contractor. The Management Contractor shall not, under any circumstances be liable under or by reason of this agreement, either directly or indirectly, for any accident, injury, breakage or damage not attributable to the action or inaction of the Management Contractor or of any of its employees, agents or servants; nor shall it be held responsible or liable for any loss, damage, detention or delay in furnishing materials or failure to perform its duties as hereinabove provided when such is caused by fire, flood, strike, acts of civil or military authorities, or by insurrection or riot, or by any other cause which is unavoidable or beyond the control of the Management Contractor or of any of its employees, agents or servants.

25. Meetings. The Management Contractor shall assist the Association in taking steps as may be required from time to time to give proper notice to the propor parties of regular and special meetings of the members of the Association, and its Board of Directors.

26. Security. It is the intention that a manned security force shall not be provided hereunder initially, but the Association may request said service in the future, and if it does, the cost therefore shall be added as a special assessment.

27. Increase in assessment. In the event utility, municipal, or county charges increase for any of the services rendered to the Common Areas and Community Facilities, and if there is not sufficient monies in the budget to pay for said services, said amounts shall be automatically added to the monthly assessments due hereunder.

28. Enforcement of the Declaration. The primary duty of enforcing the terms and conditions of the Declaration shall be that of the Association, but the Management Contractor shall assist it whenever requested if it deems said action to be in the best interest of Westlake Village.

29. Communication. The Management Contractor shall communicate with the Association through its President or duly authorized delegate or delegation, and all complaints with respect to service, if any, shall come through the Association, and not directly from the residents of Westlake Village.

30. Miscellaneous provisions.

30.1 Entire Agreement: This agreement shall constitute the entire agreement between the contracting parties, and no variance or modification thereof shall be valid and enforceable, except by supplemental agreement in writing, executed and approved in the same manner as this agreement.

30.2 Invalidity of part. If any section, subsection, sentence, clause, phrase or word of this agreement shall be and is for any reason held or declared to be inoperative or void, such holding will not affect the remaining portions of

this Agreement, and it shall be construed to have been the intent of the parties hereto to agree without such inoperative or invalid part therein, and the remainder of this agreement after the exclusion of such parts shall be deemed and held to be valid as if such excluded parts had never been included therein.

30.3 Attorney's fees: In the event it is necessary for the Management Contractor to take any legal action to enforce any provisions of this agreement, and if it is successful, it shall be entitled to recover reasonable attorney's fees and court costs.

30.4 Gender. Wheresoever the contract so requires, the use of any gender shall be construed to include all genders, and the use of the plural shall include the singular and the singular shall include the plural.

30.5 Amendment. If this contract is amended for any reason, the approval of only the Board of Directors of the parties hereto need be obtained, and said amendment shall be duly executed and recorded on the public records of Pinellas County, Florida.

30.6 Definition. The terms as used herein shall have the same meaning as set forth in the Declaration.

30.7 Covenants running with the land. This agreement constitutes covenants running with each Lot in Westlake Village.

30.8 Binding affect. This agreement shall be binding on the heirs, successors and assigns of the parties hereto. This agreement is freely assignable by the Management Contractor and cannot be assigned by the Association without written consent of the Management Contractor.

IN WITNESS WHEREOF, the Management Contractor and the Association have caused these presents to be executed and their corporate seal to be affixed thereto by their properly authorized officers, on the day and year first above written.

WESTLAKE MANAGEMENT, INC.

By Billie A. Burger
President

Attest: Peter J. Blank
Secretary

WESTLAKE VILLAGE CIVIC ASSOCIATION, INC.

By Billie A. Burger

Attest: Peter J. Blank
Secretary

LAW OFFICES OF
FISHER, SAULS, ADCOCK & KEOUGH P.A.
FLORIDA NATIONAL BANK BLDG.
ST. PETERSBURG, FLORIDA 33701

43 SCHINGLE BLVD.
SCHINGLE, FLORIDA 33643
121073

2951 U. S. 19 NORTH
RAYONET POINT PORT RICHEY, FLORIDA 33568

STATE OF FLORIDA
COUNTY OF PINELLAS

BEFORE ME, personally appeared Billie A. Barger and Peter J. Blank, President and Secretary, respectively, of WESTLAKE MANAGEMENT, INC., a Florida corporation, and they acknowledged before me that they executed the foregoing contract on behalf of said corporation as its free act and deed.

WITNESS my hand and official seal this 20th day of December, 1973.

Notary Public - State of Florida
My commission expires:
Notary Public, State of Florida at Large
My Commission Expires JULY 9, 1977

STATE OF FLORIDA
COUNTY OF PINELLAS

BEFORE ME, personally appeared Billie A. Barger and Peter J. Blank, President and Secretary, respectively, of WESTLAKE VILLAGE CIVIC ASSOCIATION, INC., a Florida non-profit corporation, and they acknowledged before me that they executed the foregoing contract on behalf of said corporation as its free act and deed.

WITNESS my hand and official seal this 20th day of Dec., 1973.

Notary Public - State of Florida
My commission expires:
Notary Public, State of Florida at Large
My Commission Expires JULY 9, 1977

Exhibit C
Page 32 of 82

CLKDU17

Prepared by and Return to:
COLONIAL BANK, N.A.
Association Services Credit
5830 142nd Ave N.
Clearwater, FL 33760

COLLATERAL ASSIGNMENT OF RIGHT TO COLLECT ASSESSMENT AND ASSIGNMENT OF LIEN RIGHTS
(this "Assignment")

THIS ASSIGNMENT, granted this **20th** day of **July, 2007**, by, **Townhomes of Westlake Village Condominium Association, Inc.,** a non-profit Florida corporation, whose address is: **4151 Woodlands Parkway, Palm Harbor, Florida,** (the "Assignor"), to **Colonial Bank, N.A.**, a national banking association, its successors or assigns (the "Bank"), whose address is **5830 142 Avenue, Clearwater, Florida, 33760** and is made in reference to the following facts:

RECITALS

(A) The Assignor is a Corporation not for profit organized and existing under the laws of the State of Florida, and is a condominium association, as that term is defined in Chapter 718, Florida Statutes, charged with the operation, maintenance and management of the real property commonly known as **Townhomes of Westlake Village Condominium Association, Inc.,** a Condominium (the "Condominium") as more particularly described in that certain Declaration of Condominium recorded in **O.R. Book 4865, Page 58** et seq., and any amendments thereto, of the Public Records of Pinellas County, Florida (the "Declaration").

(B) Pursuant to the terms and provisions of the Declaration, the Assignor has the legal authority to levy assessments against the owners of the units in the Condominium in order to accumulate the funds necessary to pay the common expenses of the Condominium as described in the Declaration.

(C) Bank has extended to Assignor a loan and said loan is to be secured by certain other instruments and all of such instruments of security and the Note shall be referred to collectively herein as the "Documents".

(D) The Assignor has agreed to and does execute this Assignment as a part of the loan transaction.

NOW, THEREFORE, the Assignor covenants and agrees to and with the Bank as follows:

1. Recitals. The statements contained in the recitals of fact set forth above (the "Recitals") are true and correct and the Recitals by this reference are made a part of this Agreement.

2. Bank's Security. As collateral and security for the payment of the indebtedness under the Note and for the performance of each and every of the covenants and agreements contained in the Documents and herein, the Assignor sells, assigns, transfers, sets over and delivers unto the Bank and agrees to and does hereby grant to the Bank a security interest in and to the following: (a) all of the Assignor's document or contractual rights, written or verbal, now owned or hereafter acquired, to levy and collect assessments for common expenses as described in the Declaration, and all proceeds thereof; (b) all present and future assessments, income, accounts, accounts receivable and the proceeds thereof, except assessments designated as reserve funds; (c) all bank accounts and deposit accounts into which any of the proceeds of the foregoing are deposited; (d) all present and future right, title and interest of the Assignor to claim a lien against each and every unit in the Condominium to secure payment of common expense assessments described in (b) above as permitted and as provided in the Declaration and in Chapter 718, Florida Statutes, as they may now exist or may be amended hereafter from time to time (the "Lien Rights"); and (e) proceeds of all the foregoing (all collectively being referred to herein as the "Assessments"). The security of this Assignment is and shall be primary. The Assignor hereby warrants that there are no contracts, agreements, assignments, pledges, hypothecations or other similar agreements granting a security interest in or to any of the Assessments as of the day and year first above written nor shall there be any in existence on the date of recordation of this Assignment or any other instruments of security. Assignor further warrants that it has not executed nor will it execute at any time during the term of the aforesaid loan any other assignments or instruments encumbering the items described above which might prevent Bank from operating under any of the terms and conditions of this Assignment.

3. Application of Proceeds. The Assignor does hereby authorize and empower the Bank to collect and receive the Assessments from the unit owners, and to enforce the Lien Rights, for application toward the reduction of the indebtedness under the Note. The Assignor hereby expressly authorizes and directs any and all persons or entities who now or who may in the future owe Assignor any Assessments, as well as those persons or entities who now or who may in the future hold such Assessments for or on behalf of the Assignor, to pay over and deliver all of such funds to the Bank upon receiving written demand from the Bank. Pursuant to paragraph 15 of this Assignment, it is understood and agreed, however, that no such demand shall be made unless and until there has been either a default in the payment of the Note or a failure by Assignor to carry out the covenants, agreements, and obligations set out in the Documents or this Assignment, but upon demand the unit owners shall pay the Assessments to the Bank without further inquiry. The exercise by the Bank of its right to receive such Assessments shall not prevent the Bank from exercising any of its rights under the Documents, nor any of its other rights under this Assignment, and in addition the Bank shall have and may exercise from time to time any and all rights and remedies of a secured party under the Uniform Commercial Code of the State of Florida and any and all other rights and remedies available to it under any other applicable law, including but not limited to, the right to foreclose this Assignment, and any other instrument of security for the Note in the same proceedings. Until such demand is

made, Assignor is authorized to collect, or continue collecting, such Assessments and enforcing the Lien Rights in accordance with the Declaration.

4. Covenants. Assignor agrees that at its sole expense it: (a) will duly and punctually perform and comply with any and all representations, warranties, covenants, terms and provisions to be performed or complied with by it in the Declaration relating to its ability to levy and collect the Assessments and to enforce the Lien Rights; (b) will not voluntarily terminate, cancel or waive its rights or the obligations of any other party with regard to any of the Assessments or the Lien Rights without the express written consent of the Bank; (c) will maintain all Assessments and Lien Rights in full force and effect; (d) will enforce the Assessments in accordance with their terms and the terms of the Declaration; (e) will appear in and defend any action or proceeding arising under or in any manner connected with any of the Assessments or the Lien Rights or the representations, warranties, covenants and agreements of it or the other party or parties thereof; (f) will furnish the Bank upon demand with executed copies of all documents, notices, correspondence, meeting minutes and other written materials related to the levying or enforcement of the Assessments; (g) use all funds collected to the extent necessary for the purpose of satisfying, reducing the interest, principal and other sums that may be due under the note; and (h) will take all additional action to these ends as from time to time may be requested in writing by the Bank.

5. Application of Assessments. All sums collected and received by Bank as a result of a default under the Note and the subsequent enforcement of this Assignment shall first be applied to the payment of the reasonable costs and expenses of collection thereof. The balance, if any, which shall be known as the "net income", shall be applied first to interest due under the Note and then toward reduction of the principal indebtedness evidence by the Note, provided, however, that no credit shall be given by Bank for any sum or sums received from Assessments until the amount collected is actually received by Bank, and no credit shall be given for any uncollected amounts or bills.

6. Additional Assessments. In the event the funds assessed by Assignor against its members, as the Assessments are provided for in the operating budgets adopted from time to time by Assignor, are not sufficient to timely tender all of the payments required under the terms and provisions of the Note, then Assignor shall levy such additional Assessments as may be necessary, on an emergency basis, to timely tender all of the payments due pursuant to the terms and provisions of the Note.

7. Future Documents. The Assignor agrees from time to time to execute and deliver all such instruments and to take all such action for the purpose of further effectuating this Assignment and the carrying out of the terms hereof, as may be requested in writing by the Bank.

8. Indemnification. Neither the execution of this Assignment nor any action or inaction on the part of Bank under this Assignment shall release the Assignor from any of its obligations under the Declaration, or constitute an assumption of any such obligations on the part of the Bank, and Assignor shall and does hereby agree to indemnify the Bank for and to hold it harmless of and from any and all claims and demands whatsoever which may be asserted against it by reason of any alleged obligations or undertakings on its part to perform or discharge any of the terms, covenants or agreements contained in the Declaration. Should the Bank incur any such liability, loss or damage under or through the Declaration or under or by reason of this Assignment, or in the defense of any such claims or demands, the amount thereof, including costs, expenses and reasonable attorneys' fees, shall be secured hereby, and Assignor shall reimburse the Bank therefor immediately upon demand. Such attorneys' fees and costs shall include, but not be limited to, fees and costs incurred in any phase of litigation, including, but not limited to, all trials, proceedings and appeals, and all appearances in and connected with any bankruptcy proceedings or creditors' reorganization proceedings. No action or failure to act on the part of Assignor shall adversely affect or limit in any way the rights of Bank under this Assignment or, through this Assignment, under the Assessments or the Lien Rights. Nothing herein contained shall be construed as making the Bank, or its successors and assigns, an assignee in possession, nor shall Bank, or its successors and assigns, be liable for laches, or failure to collect said Assessments, and it is understood that Bank is to account only for such sums as are actually collected.

9. Notice to Unit Owners. The Bank may notify any unit owner of the Condominium of the terms and provisions of this Assignment by mailing a copy of this Assignment to such unit owner, or otherwise. Recordation of this Assignment in the public records of the county in which the Property is located shall constitute notice to any unit owner of the terms and provisions hereof.

10. Non-Waiver. IT IS UNDERSTOOD AND AGREED that neither the existence of this Assignment nor the exercise of its privilege to collect the Assessments hereunder, shall be construed as a waiver by the Bank or its successors and assigns, of the right to enforce payment of the debt hereinabove mentioned, in strict accordance with the terms and provisions of the Note for which this Assignment is given as security.

11. Event of Default; Remedies. A breach of a covenant hereunder and/or in the event of a default under the Note and/or in the event of a default under any of the other Documents shall constitute an event of default hereunder. Assignor with written notice of such default), Bank shall have all remedies available at law and in equity, including the right to require specific performance of the terms, conditions, provisions, covenants and agreements described in this Assignment. In the event of such default, Bank shall have the right to notify each member of Assignor to pay directly to Bank, until the Note shall be paid in full, all Assessments imposed against the members of the Assignor and each member of the Assignor shall be entitled to rely upon such written directions from Bank without the necessity of receiving confirmation from Assignor. In addition, in the event of an uncured default under this Assignment and/or under the Note and/or under any of the other Documents, Bank shall, upon the filing of a bill in equity to enforce the rights of Bank hereunder and to the extent permitted by law and without regard to the value or the adequacy of the security, be entitled to apply for the appointment of a receiver to take financial control of the operation of Assignor. The receiver shall collect all Assessments and other revenues due to Assignor and shall apply the same as the court may direct. The receiver shall have all rights and powers permitted under the laws of the State of Florida. In all events, Assignor shall be liable for all costs and expenses of collection and enforcement hereof, including reasonable court costs and attorneys' fees, whether or not suit is instituted and including all costs and fees of appellate proceedings.

12. Agents and Employees in Collection. Bank may, after occurrence of a default as above provided, from time to time appoint and dismiss such agents or employees, including professionals, as shall be necessary for the collection and enforcement of such Assessments and Assignor hereby grants to such agents or employees so appointed full and irrevocable authority on Assignor's behalf to collect and enforce collection of the Assessments and to do all acts relating to the collection of the Assessments as may be authorized by the Declaration. Bank shall have the sole control of such agents or employees and such agents or employees shall be paid from the proceeds of the Assessments as a cost of collection. Assignor hereby expressly releases Bank from any liability to Assignor for the acts of such agents or employees so long as they exercise reasonable care. Furthermore, the costs and expenses of any agents utilized by Bank shall be borne exclusively by Assignor.

13. Present Assignment. Although it is the intention of the parties that this instrument shall be a present assignment, it is expressly understood and agreed, anything herein contained to the contrary notwithstanding, that the Bank shall not exercise any of the rights or powers herein conferred upon it until a default shall occur under the terms and provisions of this Assignment or of the Note, but upon the occurrence of any such default the Bank shall be entitled, upon notice to the unit owners, to all Assessments and other amounts then due under the Declaration and thereafter accruing, and this Assignment shall constitute a direction to and full authority to the unit owners to pay all such amounts to the Bank without proof of the default relied upon. The unit owners are hereby irrevocably authorized to rely upon and comply with (and shall be fully protected in so doing) any notice or demand by the Bank for the payment to the Bank of any portion of the Assessments or other sums which may be or thereafter become due under the Declaration and shall have no right or duty to inquire as to whether any default under the Note or this Assignment has actually occurred or is then existing.

14. No Amendment of Resolutions, Declaration, Articles of By-Laws. As long as this Assignment remains in effect, Assignor agrees that the Resolutions, including representations as to notice and approval of the Loan hereinbefore identified in the recitals of this Assignment, nor the Assessments nor the lien item in each annual budget adopted by the Assignor may be modified nor any liability released nor any changes made in connection with payment terms or any other changes, amendments or modifications of whatsoever kind, without the prior written consent of Bank. Furthermore, Assignor shall not amend or modify the terms and provisions of the Declaration which would adversely affect the rights of Bank under this Assignment without the consent of Bank (which consent shall not be unreasonably withheld), and Assignor shall not amend or modify the By-Laws or the Articles without the consent of Bank (which consent shall not be unreasonably withheld), if such amendments would adversely affect in any manner the rights of Bank under this Amendment.

15. Continuing Obligation to Update Corporate Officers/Directors/Address. Assignor shall have a continuing, affirmative duty to provide written notification to Bank immediately upon any addition, deletion or other change in any of the officers, directors and/or address of Assignor. Assignor understands that Bank may rely on the most recent information actually received by Bank, which may include information transmitted by facsimile.

16. Notices. Any notice, demand, request or other communication given hereunder or in connection herewith (hereinafter "notices") shall be deemed sufficient if in writing and either hand delivered or sent by registered or certified mail, postage prepaid, return receipt requested, addressed to the party to receive such Notice at such address as each party has provided to the other, or at such other address which the party may hereafter designate by Notice given in like fashion. Notice shall be deemed received when delivered if by hand delivery or three (3) business days after sent postage prepaid, certified mail, return receipt requested. Notwithstanding the foregoing, routine communications such as ordinary distribution checks, copies of documents, etc., may be sent by ordinary first class mail or facsimile.

17. Termination. This Assignment and all of its provisions shall end if and when the Bank shall execute and record a satisfaction of the Documents in the public records of the county in which the Condominium is located; otherwise, the provisions hereof shall remain in full force and effect.

18. Binding Effect. All of the covenants and agreements herein shall bind, and the benefits and advantages shall inure to the benefit of the parties hereto and their respective heirs, legal representatives, grantees, successors and assigns.

19. Terms. The term "unit owners" as used herein shall include any and all persons or entities who shall now be or hereafter become owners of units or homes in the Condominium as defined in the Declaration. The terms "Assignor" and "Bank" shall include the parties and their respective successors and assigns.

20. Headings. The headings of the paragraphs contained in this Assignment are for convenience of reference only and does not form a part hereof and in no way modify, interpret or construe the meaning of the parties hereto.

21. Miscellaneous. This Agreement shall be construed in accordance with the laws of the State of Florida. Time is of the essence of this Agreement. No modification, alteration or amendment to the terms or provisions of this Agreement shall be effective unless the same is in writing, is executed by both parties and is recorded in the public records of the county in which the Condominium is located. No failure by the Bank to insist on full or timely performance of any covenant or obligation of the Assignor hereunder on any occasion shall be construed as a waiver of such covenant or obligation, or the right of the Bank to insist on full or timely performance of such covenant or obligation at a future time. The Assignor may not assign or otherwise encumber, pledge or burden its interest or obligation under this Assignment, nor may the Assignor further pledge, encumber or assign the Assessments or the Lien Rights, without the prior expressed written consent of the Bank.

[Signatures Appear on Immediately Following Page]

IN WITNESS WHEREOF, the Assignor has executed and delivered this instrument under seal the day and year first above written.

WITNESSES

Signature of Witness

Gloria Williams
Print or type Name of Witness

Signature of Witness

Sandra Crouch
Print or type Name of Witness

Townhomes of Westlake Village Condominium Association, Inc.,
a non-profit Florida corporation

By:_____
Kenneth Hopkins, President

By_____
Gladys Moreno, Treasurer

Assignment of Assessment and Lien Rights

STATE OF FLORIDA

COUNTY OF Pinellas

The foregoing instrument was acknowledged before me this 20 day of July 2007 by **Kenneth Hopkins, as President of Townhomes of Westlake Village Condominium Association, Inc.,** a non-profit Florida corporation, on behalf of the corporation.

___ Personally known
___ Florida Driver's License
___ Other Identification Produced

Notary Public

Print or type name of Notary

(SEAL)

GLORIA ANN WILLIAMS
MY COMMISSION # DD 467333
EXPIRES: September 19, 2009
Fl. Notary Discount Assoc. Co.

The foregoing instrument was acknowledged before me this 20th day of July 2007 by **Gladys Moreno, as Treasurer of Townhomes of Westlake Village Condominium Association, Inc.,** a non-profit Florida corporation, on behalf of the corporation.

✓ Personally known
___ Florida Driver's License
___ Other Identification Produced

Notary Public

Print or type name of Notary

(SEAL)

SHERI GEORGE
MY COMMISSION # DD602705
EXPIRES: November 16, 2007
Fl. Notary Discount Assoc. Co.