

Sandal Cove II

Note! These are Original Documents

Do NOT Rely on Verbiage

Doc, Nov 20, 2017 was voted + approved by Assoc. Membership Dec. 2018

MOST Recent Revision filed with Pinellas County

Recorded 01/17/2019

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CERTIFICATE OF AMENDMENT TO DECLARATION OF CONDOMINIUM

OF

TOTAL 10.50
MCA

SANDAL COVE II CONDOMINIUM ASSOCIATION, INC.

We, Robert Lincoln, as President, and Frederick Pfau, III, as Secretary of SANDAL COVE II CONDOMINIUM ASSOCIATION, INC., a Florida non-profit corporation, in accordance with Section 15.4 of the Declaration of Condominium, do hereby certify that by vote of not less than 75% of the entire membership of the board of administration and by not less than 75% of all members of the association of SANDAL COVE II CONDOMINIUM ASSOCIATION, INC., the following amendment was duly enacted:

Section 12.8 of the Declaration of Condominium is created to read:

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

Section 12.9 of the Declaration of Condominium is created to read:

A Unit Owner not in legal residence may not have anyone use his property for more than one (1) two (2) week period for every twelve month period. The Board must be notified in writing two (2) weeks in advance or occupancy will not be permitted. Any violation will be subject to legal action.

Any owner in legal residence may have immediate family occupy the unit when the owner is absent. Immediate family being children, parents, brothers and sisters and grandchildren only. The Board must be notified two weeks in advance in writing. Any violation will be subject to legal action.

SANDAL COVE II CONDOMINIUM
ASSOCIATION, INC.

(CORPORATE SEAL)

By:

Robert H. Lincoln
Robert Lincoln, President

ATTEST:

Frederick Pfau III
Frederick Pfau, III, Secretary

✓ PREPARED BY & RETURN TO:
STEVEN H. MEZER, P.A.
1212 COURT ST., SUITE B
CLEARWATER, FL 34616

CONDOMINIUM PLATS PERTAINING
HERETO ARE RECORDED IN
CONDOMINIUM PLAT BOOK 24 ,
PAGES 109 THROUGH 111 INCLUSIVE
AND
CONDOMINIUM PLAT BOOK 34, PAGE 006

KARLEEN F. DEBLAKER, CLERK
MAR 22, 1990 12:03PM

STATE OF FLORIDA)
COUNTY OF PINELLAS)

I HEREBY CERTIFY that on this 22 day of Feb., 1989,
before me personally appeared Robert Lincoln and Frederick
Pfau, III, President and Secretary, respectively, of SANDAL COVE
II CONDOMINIUM ASSOCIATION, INC., a non-profit corporation under
the laws of the State of Florida, to me known to be the persons
described in and who executed the foregoing Certificate of
Amendment of the Declaration of Condominium for Sandal Cove II, a
Condominium, and severally 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 said corporation, and the said instrument is the
act and deed of said corporation.

WITNESS my signature and official seal at 552 Main St. Safety Harbor
Pinellas County, State of Florida, the day and year last aforesaid.

M. Susan Yerges
NOTARY PUBLIC

My Commission Expires:

Notary Public
State of Florida at Large
My Commission Expires:
June 27 1993



CODING: The full text to be amended is stated: New words to be
inserted are underlined, words to be deleted are lined through with
hyphens.

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RECORDING		1	\$10.50
TOTAL:			\$10.50
CHECK AMT. TENDERED:			\$10.50
CHANGE:			\$0.00

SUMMARY

IMPORTANT MATTERS TO BE CONSIDERED

THE DEVELOPER INTENDS TO CONVEY FEE SIMPLE TITLE TO EACH UNIT TO THE RESPECTIVE PURCHASERS.

THERE IS A RECREATIONAL FACILITIES LEASE ASSOCIATED WITH THIS CONDOMINIUM.

UNIT OWNERS ARE REQUIRED TO PAY THEIR SHARE OF THE COST AND EXPENSES OF MAINTENANCE, MANAGEMENT, UPKEEP, REPLACEMENT, RENT, AND FEES UNDER THE RECREATIONAL FACILITIES LEASE.

THE UNIT OWNERS OR THE ASSOCIATION MUST PAY RENT OR LAND USE FEES FOR RECREATIONAL OR OTHER COMMONLY USED FACILITIES.

THERE IS A LIEN OR LIEN RIGHT AGAINST EACH UNIT TO SECURE THE PAYMENT OF RENT AND OTHER EXACTIONS UNDER THE RECREATION LEASE. THE UNIT OWNER'S FAILURE TO MAKE THESE PAYMENTS MAY RESULT IN THE FORECLOSURE OF THE LIEN. FOR MORE DETAIL, REFERENCE SHOULD BE MADE TO PARAGRAPH II OF THIS PROSPECTUS AND PARAGRAPH 6.3 OF THE DECLARATION.

THERE IS A CONTRACT FOR THE MANAGEMENT OF THE CONDOMINIUM PROPERTY WITH SOUTHERN PROPERTIES MANAGEMENT I, INC. FOR MORE DETAIL, REFERENCE SHOULD BE MADE TO PARAGRAPH III OF THIS PROSPECTUS AND EXHIBIT "C" TO THE DECLARATION.

THE DEVELOPER HAS THE RIGHT TO RETAIN CONTROL OF THE ASSOCIATION AFTER A MAJORITY OF THE UNITS HAVE BEEN SOLD. FOR MORE DETAIL, REFERENCE SHOULD BE MADE TO PARAGRAPH IV OF THIS PROSPECTUS AND PARAGRAPH 17.2 OF THE DECLARATION.

THE SALE, LEASE, OR TRANSFER OF UNITS IS RESTRICTED OR CONTROLLED. FOR DETAIL, REFERENCE SHOULD BE MADE TO PARAGRAPH V OF THIS PROSPECTUS AND PARAGRAPHS 11.7, 12 AND 17.1 OF THE DECLARATION.

THE STATEMENTS SET FORTH ABOVE ARE ONLY SUMMARY IN NATURE. A PROSPECTIVE PURCHASER SHOULD REFER TO ALL REFERENCES AS WELL AS THE ENTIRE SET OF DISCLOSURE MATERIALS AND HIS CONTRACT OR PURCHASE AGREEMENT. ALL DISCLOSURE MATERIALS, CONTRACT DOCUMENTS AND BROCHURE MATERIALS ARE IMPORTANT LEGAL DOCUMENTS AND IF NOT UNDERSTOOD, PROSPECTIVE PURCHASERS SHOULD SEEK LEGAL ADVICE.

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SANDAL COVE CONDOMINIUM II

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I. Name and Description of Condominium Property.

The condominium covered by this Prospectus is SANDAL COVE CONDOMINIUM II, located at 1007 and 1009 Bayshore Drive, Safety Harbor, Pinellas County, Florida 33572. It consists of two condominium buildings containing a total of thirty-two units and adjacent property. Each building is two-story, containing eight units on the ground floor and eight units on the second floor. Each building contains eight 2-bedroom, 2-bath units and eight 1-bedroom, 1-bath units. The condominium property also includes a recreational area leased by the condominium association surrounding the condominium buildings and including a swimming pool for the residents of the two condominium buildings.

Building 1007 of the condominium is a completed building ready for occupancy. Building 1009 is currently under construction with completion date estimated by May 1978. Ownership of a condominium unit entitles a unit owner to a designated parking space, designated storage space, use of the recreational area in common with all other unit owners and membership in SANDAL COVE CONDOMINIUM II ASSOCIATION, INC., a not-for-profit Florida corporation which is responsible for the operation of the condominium and its leased area.

There is attached hereto on pages 48 and 49 a copy of the plot plan and survey of the condominium.

THE DEVELOPER INTENDS TO CONVEY FEE SIMPLE TITLE TO EACH UNIT TO THE RESPECTIVE PURCHASERS.

II. Recreational and Other Commonly Used Facilities.

The recreational and other commonly used facilities consists of a landscaped area that surrounds the condominium buildings including a swimming pool of a free form shape which is approximately forty feet long and approximately thirty feet wide with a depth extending from three feet to six feet. The pool capacity is 29,000 gallons and is encircled by a pool deck consisting of 700 square feet.

The swimming pool will be for the non-exclusive use, enjoyment and recreation of the unit owners of this condominium. The pool construction has not been completed, the completion date being estimated as August 1, 1977. Until the swimming pool has been completed and is ready for use by the condominium owners the recreational fee as charged and set forth in the condominium documents shall be reduced by fifty percent. See exhibit "E". For pool location see exhibit "F-1".

The Developer will furnish the pool area with patio furniture and pool equipment in the dollar value of Nine Hundred Twenty Nine (\$929.00) Dollars. The title to such personal property will be transferred by the Developer to the Association.

The leased recreational area is covered by a fifty year lease between Developer and the Association. See exhibit "G". The monthly lease rental is charged to each unit owner as a portion of the monthly fee required to be paid to the Association. This lease provides the Association with an option to purchase on a date ten years from the initial date of the lease. That in the event the Association does not elect to exercise the option at that time such option will be renewed each anniversary date thereafter. In the event the Association elects to purchase the leased property, the purchase price is to be amicably negotiated between the Association and the Lessors. Developer does not

SEE
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plan additional recreational facilities.

THERE IS A RECREATIONAL FACILITIES LEASE ASSOCIATED WITH THIS CONDOMINIUM. For a complete review of the recreational lease, please see exhibit "G" attached hereto.

UNIT OWNERS ARE REQUIRED TO PAY THEIR SHARE OF THE COST AND EXPENSES OF MAINTENANCE, MANAGEMENT, UPKEEP, REPLACEMENT, RENT, AND FEES UNDER THE RECREATIONAL FACILITIES LEASE. For more detail, reference should be made to the Management Agreement attached as exhibit "C" and also exhibit "E" which details the monthly recreational and management fees as charged to each condominium unit.

THE UNIT OWNERS OR THE ASSOCIATION MUST PAY RENT OR LAND USE FEES FOR RECREATIONAL OR OTHER COMMONLY USED FACILITIES. The details of this expense are set forth in the Lease Agreement attached hereto as exhibit "G" and in paragraph 8 of the Declaration attached hereto as exhibit "A" (page 7 of the Declaration).

THERE IS A LIEN OR LIEN RIGHT AGAINST EACH UNIT TO SECURE THE PAYMENT OF RENT AND OTHER EXACTIONS UNDER THE RECREATION LEASE. THE UNIT OWNER'S FAILURE TO MAKE THESE PAYMENTS MAY RESULT IN THE FORECLOSURE OF THE LIEN. Please refer to paragraph 6 of the Declaration, pages 5-6, and the By-Laws of the Association attached hereto as exhibit "B-2". The general provision under these items require the unit owners to be liable for the proportionate share of the common expenses in the operation of the condominium as well as the leased recreational area.

III. Management of the Condominium.

THERE IS A CONTRACT FOR THE MANAGEMENT OF THE CONDOMINIUM PROPERTY WITH SOUTHERN PROPERTIES MANAGEMENT I, INC. For more detail, reference should be made to paragraph 19 of the Declaration attached hereto as exhibit "A" and the condominium Management Agreement, exhibit "C". This Agreement is between the Association and Southern Properties Management I, Inc. The management corporation is the same that is currently managing the adjacent condominium properties known as Sandal Cove Condominium I, and is for a term of five years beginning May 8, 1977.

IV. Control of Condominium Association.

THE DEVELOPER HAS THE RIGHT TO RETAIN CONTROL OF THE ASSOCIATION AFTER A MAJORITY OF THE UNITS HAVE BEEN SOLD. The condominium property and the Association shall be controlled by the owners of units of the condominium as set forth in the Articles of Incorporation and the Association's By-Laws attached hereto as exhibits "A" and "B-2". However, please see paragraph 17 of the Declaration attached hereto as exhibit "A" (Declaration pages 16-17), which provides that the Developer may contain control of the Association pursuant to the provisions of Florida Statutes 718. When the Developer has closed sales of fifteen percent of all the units in the condominium the Developer shall be entitled to elect two-thirds of the members of the board of administration of the Association and the unit owners shall be entitled to elect the remaining one-third. Three months after the Developer has closed sales of ninety percent of all the units or three years after the Developer has closed sales of fifty percent of all the units in the condominium or when all the condominium units that will be operated by the Association have been sold or when the Developer elects to voluntarily terminate its control over the Association, whichever shall occur first, then the unit owners other than the Developer shall be entitled to elect a majority of the Board of Directors (Board of administration of the Association).

So long as the Developer holds any units in the condominium for sale in the ordinary course of business, it shall be entitled to elect not less than one member of the board of administration of the Association.

V. Restriction on Sale or Lease.

THE SALE, LEASE, OR TRANSFER OF UNITS IS RESTRICTED OR CONTROLLED. Reference is made to paragraph 12 of the Declaration (Declaration page 12). A unit owner is restricted in its right to lease, rent or make a gift of a condominium unit without approval of the Association. In the event a condominium unit owner intends to enter into a bona fide sale of his unit, such owner will be required to submit the name and address of the intended purchaser and a copy of the sales contract to the Association for its approval.

VI. Use and Occupancy Restrictions.

The condominium units covered herein are subject to the provisions of the original Declaration of Condominium at Section 11 entitled Use Restrictions. In paragraph 11.8 (Declaration page 12) the board of administration of the association is granted the authority to adopt reasonable regulations concerning the use of the condominium property from time to time. The restrictions governing the use of the condominium parcels are detailed in paragraph 11 of the Declaration and cover residential use, children, pets, nuisances, lawful use, signs, exterior appearance, leasing and future regulations. Further regulations will be forthcoming relating specifically to the safety of the swimming pool operation.

VII. Utilities.

The manner in which utility needs and other services will be met are as follows:

Sewer service - City of Clearwater, Florida
 Water service - City of Safety Harbor, Florida
 Storm drainage, natural surface drainage complemented
 by a drainage pond
 Electricity - Florida Power Corporation
 Telephone - General Telephone Company

VIII. Common Expenses.

The percentage of ownership of common elements and apportionment of expenses are set forth herein as assigned to each unit on exhibit "E".

IX. Estimated Operating Budget.

An estimated operating budget for the condominium is attached as exhibit "D", a schedule of unit owner expenses is attached as exhibit "E".

X. Estimated Closing Costs to be Paid by Purchaser.

At the time of closing the purchaser shall be responsible for the following costs: Recording of the deed, pro rata share of monthly assessment, pro rata share of real estate taxes and mortgage cost, if one is required. At the time of closing the Developer will deliver to the purchaser at Developer's expense an owner's title insurance binder in the face amount of the purchase price of said condominium unit, which binder may be subject to the standard title insurance exceptions and will be subject to the provisions of the Declaration of Condominium and related documents.

XI. Information Concerning the Developer.

The Developer of Sandal Cove Condominium II is Gerald R. Custer and E. Nancy Custer of 1486 Pierce Street, Clearwater, Florida 33516. The Developer has previously developed Sandal Cove Condominium I and has for the past twenty years been active in the residential construction field in Pinellas County, Florida.

XII. Related Exhibits Delivered to Purchaser.

The following documents constitute exhibits and made a part of this Prospectus:

- A. Exhibit "A"- Declaration of Condominium of Buildings 1007 and 1009 Sandal Cove Condominium II (page 7 hereof).
- B. Exhibit "B" - Charter of Sandal Cove Condominium II Association, Inc., Charter No. 738755 issued April 20, 1977 (page 24 hereof).
- C. Exhibit "B-1" - Articles of Incorporation of Sandal Cove Condominium II Association, Inc. (page 25 hereof).
- D. Exhibit "B-2" - By-Laws of Sandal Cove Condominium II Association, Inc. (page 31 hereof).
- E. Exhibit "C" - Management Agreement between Sandal Cove Condominium II Association, Inc. and Southern Properties Management I, Inc. (page 40 hereof).
- F. Exhibit "D" - Estimated Operating Budget (page 45 hereof).
- G. Exhibit "E" - Schedule of Unit Owner's Expenses (pages 46-7 hereof)
- H. Exhibit "F" - Copy of the condominium plat of Buildings 1007-1009 Sandal Cove Condominium II showing thereon the surveyor's certificate (page 48 hereof).
- I. Exhibit "F-1" - Copy of the plot plan showing the location of the residential buildings and the recreation - swimming pool location and other common areas (page 49 hereof).
- J. Exhibit "F-2" - Copy of Designation of Easement for Ingress and Egress (page 50 hereof).
- K. Exhibit "F-3" - Floor plan of Building 1007 Sandal Cove Condominium II (page 51 hereof).
- L. Exhibit "F-4" - Floor plan of Building 1009 Sandal Cove Condominium II (page 52 hereof).
- M. Exhibit "G" - The lease of recreational and other common areas that will be used only by unit owners of Sandal Cove Condominium II (page 53 hereof).
- N. Exhibit "H" - Copy of Developer's Purchase Agreement (page 61 hereof).
- O. Exhibit "I" - Copy of Escrow Agreement (page 64 hereof).
- P. Exhibit "J" - Joinder of Mortgagee (page 70 hereof)

This Instrument was prepared by:
 ELWOOD HOGAN, JR.
 OF BONNER & HOGAN, P.A., ATTYS.
 613 SO. MYRTLE AVENUE
 POST OFFICE BOX 1640
 CLEARWATER, FLORIDA 33517
 461-7777

DECLARATION OF CONDOMINIUM OF
 BUILDINGS 1007 and 1009 SANDAL COVE CONDOMINIUM II

MADE the day last appearing in the body of this Declaration by GERALD R. CUSTER and E. NANCY CUSTER, his wife, for themselves, their successors, grantees and assigns, hereinafter called "Developer".

WHEREIN the Developer makes the following declarations:

1. Purpose. The purpose of this Declaration is to submit the lands described in this instrument and improvements on such lands to the condominium form of ownership and use in the manner provided by Chapter 718, Florida Statutes, as amended, herein called the "Condominium Act".

1.1 Name and Address. The name by which this condominium is to be identified is SANDAL COVE CONDOMINIUM II, and its address is 1007 and 1009 Bayshore Drive, Safety Harbor, Pinellas County, Florida 33572.

1.2 The Land. The lands owned by Developer, which by this instrument are submitted to the condominium form of ownership, are the following described lands lying in Pinellas County, Florida:

Building 1007: From the Southeast corner of the NE 1/4 of the NE 1/4 of Section 9, Township 29 South, Range 16 E., run thence N 89°17'59" W., 118.05 ft. along the 40 acre line; thence N 0°42'01" E., 321.08 ft. for the Point of Beginning; thence N 72°47'59" W., 155.0 ft.; thence N 17°12'01" E., 80.67 ft.; thence S 72°47'59" E., 155.0 ft.; thence S 17°12'01" W., 80.67 ft. to the P.O.B.

Building 1009: From the Southeast corner of the NE 1/4 of the NE 1/4 of Section 9, Township 29 South, Range 16 E., run thence N 89°17'59" W., 208.74 ft. along the 40 acre line; thence N 0°42'01" E., 106.0 ft. for the Point of Beginning; thence N 20°00'00" W., 80.67; thence N 70°00'00" E., 155.0 ft.; thence S 20°00'00" E., 80.67 ft.; thence S 70°00'00" W., 155.0 ft. to the P.O.B.

which lands are called "the land".

2. Definitions. The terms used in this Declaration and in its exhibits shall have the meanings stated in the Condominium Act and as follows unless the context otherwise requires:

2.1 Unit means a part of the condominium property which is to be subject to private ownership and as is further defined in Section 3.6 below.

2.2 Unit Owner means the owner of a condominium parcel.

2.3 Condominium Parcel means a unit together with the undivided share in the common elements which is appurtenant to the unit.

2.4 Condominium Property means and includes the land and all improvements thereon and all easements and rights appurtenant thereto intended for use in connection with the condominium.

2.5 Condominium means all of the condominium property as a whole when the context so permits, as well as the meaning stated in the Condominium Act.

2.6 Association means SANDAL COVE CONDOMINIUM II ASSOCIATION, INC. and its successors.

2.7 Common Elements shall include: (a) the condominium property not included in the units; (b) tangible personal property required for the maintenance and operation of the condominium, even though owned by the Association; (c) the items stated in the Condominium Act; and (d) those items as further defined in Section 3.7 below.

CONDOMINIUM PLATS PERTAINING HERETO ARE FILED IN CONDOMINIUM PLAT BOOK 24,
 PAGE(S) 109, 110 + 111.

- 2.8 Limited Common Elements shall include those common elements which are reserved for the use of a certain unit to the exclusion of other units, as further defined in Section 3.8 below.
- 2.9 Leasehold Owner means the owner of a leasehold interest of a condominium parcel.
- 2.10 Fifty Year Land Recreational Lease refers to lease designated recreational area as is documented by Exhibit "G".
- 2.11 Common Expenses shall include: (a) expenses of administration and management of the condominium property; (b) expenses of maintenance, operation, repair or replacement of common elements; (c) expenses declared common expenses by provisions of this Declaration or the By-Laws; and (d) any valid charge against the condominium property as a whole.
- 2.12 Reasonable Attorneys Fees means and includes reasonable fees for the services of attorneys at law whether or not judicial or administrative proceedings are involved and if judicial or administrative proceedings are involved, then of all appellate or administrative review of the same.
- 2.13 Singular, Plural, Gender. Whenever the context so permits, the use of the plural shall include the singular, the singular the plural, and the use of any gender shall be deemed to include all genders.
- 2.14 Utility Services as used in the Condominium Act and as construed with reference to this condominium, and as used in the Declaration and By-Laws, shall include but not be limited to electric power, water, heating, refrigeration, air conditioning and garbage and sewage disposal.
3. Development Plan. The condominium is described and established as follows:
- 3.1 Survey and Plot Plan. A survey of the land and a graphic description of the improvements in which units are located and a plot plan identifying each unit and the common elements and their relative locations and approximate dimensions are attached hereto, incorporated herein and marked exhibit "F". The condominium units shall be numbered and lettered as described in said exhibit "F". Additionally attached hereto, as exhibit "F", is a certificate of a surveyor stating that exhibit "F", together with this Declaration, correctly represents the improvements to the land, and that there can be determined therefrom the identification, location and dimensions of the common elements and of each unit.
- 3.2 Amendment of Plans.
- a. Alteration of Unit Plans. Developer reserves the right to change the interior design and arrangement of all units, and to alter the boundaries between units, as long as Developer owns the units so altered and the mortgagee of such units, if any, gives its prior written approval thereto. No such change shall increase the number of units nor alter the boundaries of the common elements without amendment of this Declaration by approval of the Association, unit owners and owners of mortgages in the manner elsewhere provided. If Developer shall make any changes in units so authorized, such changes shall be reflected by amendment to this Declaration. If more than one unit is concerned, the Developer shall apportion between the units the shares of the common elements appurtenant to the units concerned.
- b. Amendment of Declaration. The amendment of this Declaration reflecting such authorized alteration of unit plans by Developer need be signed and acknowledged only by the Developer and need not be approved by the Association, unit owners or lienors or mortgagees of units or of the condominium, whether or not elsewhere required for an amendment.
- 3.3 Easements. Each of the following easements is a covenant running with the land of the condominium, and notwithstanding any of the other provisions of this Declaration, may not be amended or revoked and shall survive the termination of the condominium and the exclusion of any of the lands of the condominium from the condominium.
- a. Utilities. As may be required for utility services in order to adequately service the condominium and to adequately serve the condominium property; provided, however, easements through a unit shall be only according to the plans and specifications for the building containing the unit or as the building is actually constructed, unless approved in writing by the unit owner.

- b. Pedestrian and Vehicular Traffic. For pedestrian traffic over, through and across sidewalks, paths, walks and lanes, as the same may from time to time exist upon the common elements; and for the vehicular traffic over, through and across such portions of the common elements as may be from time to time paved and intended for such purposes necessary to provide reasonable access to the public ways, but the same shall not give or create in any person the right to park upon any portions of the condominium property, except as otherwise provided.
- 3.4 Easement of Unintentional and Non-Negligent Encroachments. If a unit shall encroach upon any common elements, or upon any other unit by reason of original construction or by the non-purposeful or non-negligent act of the unit owner or because of settling of the building, then an easement appurtenant to such encroaching unit, to the extent of such encroachment, shall exist so long as such encroachment shall exist. If any common element shall encroach upon any unit by reason of original construction or the non-purposeful and non-negligent act of Association, then an easement appurtenant to such common element, to the extent of such encroachment, shall exist as long as such encroachment shall exist.
- 3.5 Improvements - General Description. The condominium includes two buildings each consisting of a ground floor and one additional floor, making a total of four floors. The buildings contain thirty two units. The condominium includes landscaping, swimming pool, automobile parking areas and other facilities located substantially as shown upon said survey and plot plan and which are part of the common elements and limited common elements.
- 3.6 Units - Boundaries. Unit, as the term is used herein, shall mean and comprise the thirty two separate residential dwelling units which are designated in exhibit "F" to this Declaration of Condominium. Dimensions shown on said exhibit "F" refer to the interior faces of boundary walls of all perimeter walls, and elevations shown thereon refer to finished floors and ceilings. Actual unit ownership excludes, however, all spaces and improvements lying beneath the undecorated or unfinished inner surfaces of the perimeter walls and floors, and above the undecorated or unfinished inner surfaces of the upper top story ceilings of each unit. The unit ownership additionally excludes all spaces and improvements lying beneath the undecorated or unfinished inner surfaces of all interior bearing walls or bearing partitions, and further excludes all pipes, ducts, wires, conduits and other facilities running through any interior wall or partition for the furnishing of utility services to units and common elements.
- 3.7 Common Elements. Common elements as the term is used herein shall mean and comprise all of the land, improvements and facilities of the condominium which is designated in exhibits "F-3,4" to this Declaration of Condominium. Common elements shall also include easements through units for all conduits, pipes, ducts, plumbing, wiring and all other facilities for the furnishing of utility services to units and common elements and easements of support in every portion of a unit which contributes to the support of the improvements, and shall further include all personal property held and maintained for the joint use and enjoyment of all of the owners of all such units.
- 3.8 Limited Common Elements. Limited common elements as the term is used herein, shall mean and comprise that portion of the common elements consisting of separate and designated areas as specifically hereinafter delineated. As to each of which said areas, a right of exclusive use is hereby reserved as appurtenance to a particular unit.
- a. Automobile Parking. One automobile parking space located on the condominium property will be assigned by the Developer or the board of administration of the Association to each unit. A parking space once assigned shall thereafter be deemed a limited common element reserved for the use of the unit to which it was originally assigned, and to the exclusion of the other units. All other automobile parking spaces not assigned to a unit shall be under the control and supervision of the Developer or the board of administration of the Association for such use as may be determined from time to time.

- 3.9 Perpetual Non-exclusive Easement in Common Elements. The common elements shall be subject to a perpetual non-exclusive easement hereby created in favor of all the owners of units in this condominium for their use and for the use of their immediate families, guests, and invitees, for all proper and normal purposes, and for the furnishing of services and facilities for which the same are reasonably intended. The Association shall have the right to establish rules and regulations governing the use and enjoyment of all such common elements and pursuant to which the owner or owners of any unit may be entitled to the exclusive use of any area or space or spaces.
4. The Units. The units of the condominium are described more particularly and the rights and obligations of their owners established as follows:
- 4.1 Unit Numbers and Letters. There are eight units on the first floor of each condominium building and eight units on the second floor of each condominium building for a total of thirty-two units. The units located in the two condominium buildings are identified numerically as delineated on pages 46-47 of exhibit "E".
- 4.2 Appurtenances to Units. The owner of each unit shall own a share and certain interests in the condominium property, which share and interests are appurtenant to his unit, including but not limited to the following items that are appurtenant to the several units as indicated:
- Common Elements. The undivided share in the land and other common elements which are appurtenant to each unit as set forth in exhibit "E" attached hereto.
 - Limited Common Elements. Those limited common elements previously set forth in Section 3.8 above.
 - Association Membership. The membership of each unit owner in the Association and the interest of each unit owner in the funds and assets held by the Association.
- 4.3 Liability for Common Expenses and Share of Common Surplus. Each unit owner shall be liable for a proportionate share of the common expenses and shall be entitled to a proportionate share of the common surplus, such share being the same as the undivided share in the common elements appurtenant to his unit as set forth on exhibit "E" attached hereto. The foregoing right to a share of the common surplus does not include the right to withdraw it or require payment or distribution thereof.
5. Maintenance, Alteration and Improvement. Responsibility for the maintenance of the condominium property and restrictions upon its alteration and improvement, shall be as follows:
- 5.1 Common Elements and Limited Common Elements.
- By the Association. The maintenance and operation of the common elements shall be the responsibility of the Association and a common expense. The Association's responsibility of the limited common elements shall be only as set forth herein.
 - Alteration and Improvement. After the completion of the condominium building and the common elements thereof which are described in this Declaration, there shall be no alteration nor further improvement of the common elements or limited common elements without prior approval in writing by the record owners of not less than 75% of the common elements. The share of any cost shall be assessed to the unit owners in the proportion which their shares in the common elements bear to each other. There shall be no change in the shares or rights of a unit owner in the common elements or limited common elements which are altered or further improved.
- 5.2 Units.
- By the Association. The Association shall maintain, repair and replace as common expense:
 - (1) All portions of a unit, except interior surfaces, contributing to the support of the condominium building, which portions shall include but not be limited to the outside walls of the condominium building and all fixtures on its exterior, boundary walls

of units, floors and ceiling slabs, loadbearing columns and walls, but shall not include screening, windows, exterior doors, glass and interior surfaces of walls, ceilings and floors;

- (2) All conduits, ducts, rough plumbing (but not fixtures), wiring and other facilities for the furnishings of utility services which are contained in a unit, but which services all or part of the condominium building other than the unit within which contained; and

- (3) All incidental damage caused to a unit by such work shall be promptly repaired by and at expense of the Association.

b. By the Unit Owner. The responsibility of the unit owner shall include:

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

- (2) Not to enclose, screen, paint or otherwise decorate or change the appearance of any portion of the exterior of the condominium building.

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

c. Alteration and Improvement. Subject to the other provisions of 5.2 and which in all cases shall supersede and have priority over the provisions of this subsection when in conflict therewith, a unit owner may make such alteration or improvement to his unit at his sole and personal cost as he may be advised, provided all work shall be done without disturbing the rights of other unit owners and further provided, that a unit owner shall make no changes or alterations to any interior boundary wall, exterior wall, balcony or patio, screening, exterior doors, windows, structural or loadbearing member, electrical service or plumbing service, without first obtaining approval in writing of the board of administration of the Association.

5.3 Alterations and Improvements - General. Except as elsewhere reserved to the Developer, neither a unit owner nor the Association shall make any alteration in the portions of a unit or the condominium building which are to be maintained by the Association, or remove any portion thereof or make any additions thereto or do anything which would jeopardize the safety or soundness of the condominium building, or impair any easement, without first obtaining approval in writing of owners of all the other units in the condominium building and the approval of the board of administration of the Association. A copy of plans for all such work prepared by an architect licensed to practice in Florida shall be filed with the Association prior to the granting of such approval and the start of the work.

6. Assessments. The making and collection of assessments against unit owners for common expenses shall be pursuant to the By-Laws and subject to the following provisions:

6.1 Share of Common Expense. Each unit owner shall be liable for a proportionate share of the common expenses, and shall share in the common surplus, such shares being the same as the undivided share in the common elements appurtenant to the unit owned by him, as set forth in exhibit "E". The foregoing right to a share of the common surplus does not include the right to withdraw or receive distribution of his share of the common surplus.

6.2 Interest; Application of Payments; Acceleration. Assessments and installments thereon paid within ten days after the date when due shall not bear interest, but all sums not paid within ten days after the date when due shall bear interest at the rate of 10% per annum from the date when due until paid. All payments upon account shall be first applied to interest and then to the assessment payment first due. If any installment of an assessment is not paid within 30 days after the date when due, the board of administration of the Association may declare the entire assessment as to the delinquent owner then

due and payable in full as if so originally assessed.

6.3 Lien for Assessments. The Association shall have a lien on each condominium parcel for any unpaid assessments, and interest thereon, against the unit owner thereof, which lien shall also secure reasonable attorney's fees incurred by the Association incident to the collection of such assessment or enforcement of such lien. Said lien shall be effective from and after the time of recording in the public records of Pinellas County, Florida, a claim of lien stating the description of the condominium parcel, the name of the record owner thereof, the amount due and the date when due, and the lien shall continue in effect until all sums secured by the lien shall have been fully paid or until barred by Chapter 95, Florida Statutes. Such claims of lien shall be signed and verified by an officer or agent of the Association. Upon full payment the party making payment shall be entitled to a recordable satisfaction of lien. Such liens shall be subordinate to the lien of any mortgage or other lien recorded prior to the date of recording the claim of lien. Liens for assessment may be foreclosed by suit brought in the name of the Association in like manner as a foreclosure of a mortgage on real property. In any such foreclosure, the unit owner shall be required to pay a reasonable rental for the condominium parcel and the Association shall be entitled as a matter of law, to the appointment of a receiver to collect the same. The Association may also sue to recover a money judgment for unpaid assessments without waiving the lien securing the same. Where the mortgagee of a first mortgage of record or other purchaser of a unit obtains title to the condominium parcel as a result of the foreclosure of the first mortgage, or where a mortgagee of a first mortgage of record obtains title thereto as a result of a conveyance in lieu of foreclosure of the first mortgage, such acquirer of title, its successors and assigns, shall not be liable for the share of the common expenses or assessments by the Association pertaining to such parcel or chargeable to the former unit owner which became due prior to acquisition of title in the manner above provided, unless such share is secured by a claim of lien for assessments that is recorded prior to the recording of the foreclosed mortgage. Such unpaid share of common expenses or assessments shall be deemed to be common expenses collectible from all the unit owners including such acquirer, its successors and assigns. A first mortgagee acquiring title to a condominium parcel as a result of foreclosing on a deed in lieu of foreclosure, may not during the period of its ownership of such parcel, whether or not such parcel is unoccupied, be excused from the payment of some or all of the common expenses coming due during the period of ownership.

6.4 Excusing Developer From Payment of Common Expenses and Assessments. Except as provided for in this section and section 6.3 above, no unit owner may be excused from the payment of his proportionate share of the common expense of this condominium unless all unit owners are likewise proportionately excused from such payment; provided, however, the Developer shall be excused from payment of its share of common expenses and assessments relating to any unsold units owned by it for a period of one year from the date of the closing of the first purchase and sale of a condominium unit to a unit owner who is not the Developer.

7. Association. The operation of the condominium shall be by the SANDAL COVE CONDOMINIUM II ASSOCIATION, INC., a corporation not for profit under the laws of Florida, which shall fulfill its functions pursuant to the following provisions:

7.1 Articles of Incorporation. A copy of the articles of incorporation of the Association is attached as exhibit "B-1".

7.2 The By-Laws of the Association shall be the By-Laws of the condominium, a copy of which is attached as exhibit "B-2".

7.3 The Powers and Duties of the Association shall include those set forth in Chapter 718.111, Florida Statutes 1976.

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

- 7.5 Restraint Upon Assignment of Shares in Assets. The share of a member in the funds and assets of the Association cannot be assigned, hypothecated or transferred in any manner except as appurtenant to his unit.
8. Community Facilities. The Developer has leased certain property to SANDAL COVE CONDOMINIUM II ASSOCIATION, INC., a copy of said lease being attached hereto as exhibit " G ".
- 8.1 Non-Exclusive Use. The leased facilities are intended for the non-exclusive use, enjoyment, recreation and benefit of the unit owners of this condominium. All unit owners shall be subject to the uniform application of the rules and regulations which are or may be from time to time established by the Association.
- 8.2 Covenant to Pay Rental, Fees and Expenses. The rental, and any fees, payable under the lease by the Association, are hereby declared to be a part of the condominium expenses of the condominium as provided herein and each unit owner covenants and agrees to make payment to the Association (or its designated agent) of his assessed pro rata share of the rent and any fees or expenses, if applicable, as part of the common expenses chargeable to his condominium unit, whether or not he used the community facilities, and each unit owner hereby agrees to be bound by the terms of said lease agreement.
- 8.3 Miscellaneous. Each unit owner, his successors and assigns, shall be bound by said lease agreement and all of its terms and conditions to the same extent and effect as if he had executed said document for the purposes therein expressed, including but not limited to:
- (a) Adopting, ratifying, confirming and consenting to the execution of said lease by the Association;
 - (b) Covenanting and promising to perform each and every of the covenants, promises and undertakings to be performed by unit owners in the cases provided therefor;
 - (c) Ratifying, confirming and approving each and every provision of said lease and acknowledging that all of the terms and provisions thereof, including rental and fees reserved, are reasonable.
9. Insurance. Insurance, other than title insurance, which shall be carried upon the condominium property and the property of the unit owners shall be governed by the following provisions:
- 9.1 Authority to Purchase. All insurance policies upon the condominium property shall be purchased by the Association for the benefit of the Association, and in the case of insurance covering damage to the condominium building and its appurtenances, also for the benefit of unit owners and their mortgagees as their interests may appear, and provisions shall be made for the issuance of certificates of mortgagee endorsements to the mortgages of unit owners. In the case of insurance policies covering damage to condominium buildings and their appurtenances, the kind of such policies shall be subject to the approval of the bank, life insurance company or savings and loan association holding the greatest dollar amount of first mortgages against units in the condominium. Such policies and endorsements thereon shall be held by the Association subject to inspection by any interested parties. It shall not be the responsibility or duty of the Association to obtain insurance coverage upon the personal liability, personal property or living expenses of any unit owner, but the unit owner may obtain such insurance at his own expense, provided such insurance may not be of a nature to affect policies purchased by the Association.
- 9.2 Coverage.
- a. Casualty. All buildings and improvements upon the land and all personal property included in the common elements shall be insured in an amount equal to the maximum insurable replacement value, excluding foundation and excavation costs, as determined by the board of administrators of the Association. Such coverage shall afford protection against:
 - (1) Loss or damage by fire and other hazards covered by a standard extended coverage endorsement; and

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

- b. Public Liability. In some amounts and such coverage as may be required by the board of administration of the Association and with cross liability endorsement to cover liabilities of the unit owners as a group to a unit owner.
- c. Workmen's Compensation Policy. To meet the requirements of law.
- d. Other. Such other insurance as the board of administration of the Association shall determine from time to time to be desirable.

9.3 Premiums. Premiums upon insurance policies purchased by the Association shall be paid by the Association as a common expense.

9.4 Insurance Trustee; Shares of Proceeds. All insurance policies purchased by the Association shall be for the benefit of the Association and the unit owners and their mortgagees as their interests may appear, and shall provide that all proceeds covering property losses shall be paid to The Exchange Bank and Trust Company of Clearwater, Clearwater, Florida, as Trustee or to such other bank in Florida with trust powers as may be designated as insurance trustee by the board of administration of the Association, which trustee is referred to in this instrument as the Insurance Trustee. The Insurance Trustee shall not be liable for payment of premiums nor for the renewal or sufficiency of policies, nor for the failure to collect any insurance proceeds. The duty of the Insurance Trustee shall be to receive such proceeds as they are paid and hold the proceeds in trust for the purposes elsewhere stated in this instrument and for the benefit of the unit owners and their mortgagees in the following shares, but which shares need not be set forth on the records of the Insurance Trustee:

- a. Common Elements. Proceeds on account of damage to common elements - an undivided share for each unit owner of the Condominium, such share being the same as the undivided share in the common elements appurtenant to his unit.
- b. Units. Proceeds on account of damage to units shall be held in the following undivided shares:
 - (1) When the Condominium building is to be restored - for the owners of damaged units in proportion to the cost of repairing the damage suffered by each unit owner, which cost shall be determined by the board of administration of the Association.
 - (2) When the Condominium building is not to be restored - an undivided share for each unit owner, such share being the same as the undivided share in the common elements appurtenant to his unit.
- c. Mortgages. In the event a mortgagee endorsement has been issued as to a unit, the share of a unit owner shall be held in trust for the mortgagee and the unit owner as their interest may appear; provided, however, that the mortgagee shall have the right to determine or participate in the determination as to whether or not any damaged property shall be reconstructed or repaired.

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

- a. Expense of Trust. All expenses of the Insurance Trustee shall be first paid or provisions made therefor.
- b. Reconstruction or Repair. If the damage for which the proceeds are paid is to be repaired or reconstructed, the remaining proceeds shall be paid to defray the cost thereof as elsewhere provided. Any proceeds remaining after defraying such costs shall be distributed to the beneficial owners, remittances to unit owners and mortgagees being payable jointly to them. This is a covenant for the benefit of any mortgagee of a unit and may be enforced by such mortgagee.

- c. Failure to Reconstruct or Repair. If it is determined in the manner elsewhere provided that the damage for which the proceeds are paid shall not be reconstructed or repaired, the remaining proceeds shall be distributed to the beneficial owners, remittances to unit owners and their mortgagees being payable jointly to them. This is a covenant for the benefit of any mortgagee of a unit and may be enforced by such mortgagee.
- d. Certificate. In making distribution to unit owners and their mortgagees, the Insurance Trustee may rely upon a certificate of the Association made by its president and secretary, or by the Association's managing agent, if any, as to the names of unit owners and their respective shares of the distribution.

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

10. Reconstruction or Repair After Casualty.

10.1 Determination to Reconstruct or Repair. If any part of the condominium property shall be damaged by casualty, whether it shall be reconstructed or repaired shall be determined in the following manner:

- a. Common Elements; Limited Common Elements. If the damaged improvement is a common element or a limited common element the same shall be reconstructed or repaired unless the damages to the condominium building containing such common element or limited common element extend to units contained within such building, in which case the provisions relative to reconstruction and repair of the condominium building, as elsewhere herein provided, shall pertain.
- b. Condominium Building.
 - (1) Lesser Damage. If the damaged improvement is the condominium building, and if the unit to which 50% of the common elements are appurtenant are found by the board of administration of the Association to be tenantable, the damaged property shall be reconstructed or repaired unless within 60 days after the casualty it is determined by agreement in the manner elsewhere provided that the condominium shall be terminated.
 - (2) Major Damage. If the damaged improvement is the condominium building, and if the units to which more than 50% of the common elements are appurtenant are found by the board of administration not to be tenantable, then the damaged property will not be reconstructed or repaired and the condominium will be terminated without agreement as elsewhere provided, unless within 60 days after the casualty the owners of 75% of the common elements agree in writing to such reconstruction or repair.
- c. Certificate. The Insurance Trustee may rely upon a certificate of the Association made by its president and secretary or managing agent, if any, to determine whether or not the damaged property is to be reconstructed or repaired.

10.2 Plans and Specifications. Any reconstruction or repair must be substantially in accordance with the plans and specifications of the original building and improvements; or if not, then according to plans and specifications approved by the board of administration of the Association and if the damaged property is the condominium building, by the owners of not less than 75% of the common elements, including the owners of all damaged units, which approval shall not be unreasonably withheld.

10.3 Responsibility. If the damage is only to those parts of units for which the responsibility of maintenance and repair is that of unit owners, then the unit owners shall be responsible for reconstruction and repair after casualty.

In all other instances the responsibility of reconstruction and repair after casualty shall be that of the Association.

- 10.4 Estimate of Costs; Mortgage Approval. When the Association shall have the responsibility of reconstruction and repair the Association shall obtain reliable and detailed estimates of the cost of repair or rebuild. Before commencing reconstruction and repair, the mortgagee holding the greatest number of mortgages must be given evidence, satisfactory to it, that sufficient funds are available to complete the reconstruction and repair of the building.

10.5 Assessments for Reconstruction and Repair.

- a. Common Elements and Limited Common Elements. Assessments shall be made against all unit owners in amounts sufficient to provide funds for the payment of the costs of reconstruction and repair of common elements and limited common elements. Such assessments shall be in proportion to each unit owner's share in the common elements.
- b. Units. Assessments shall be made against the unit owners who own the damaged units in sufficient amounts to provide for the payment of such costs of reconstruction and repair. Such assessments against owners for damage to units shall be in proportion to the costs of reconstruction and repair of their respective units.

- 10.6 Construction Funds. In the event the funds for payment of costs of reconstruction and repair after casualty is more than \$10,000.00, then the sums paid upon such assessments shall be deposited by the Association with the Insurance Trustee. In all other cases the Association shall hold the sums paid upon such assessments and shall disburse the same in payment of the costs of reconstruction and repair.

Insurance Trustee. The proceeds of insurance collected on account of a casualty and the sums deposited with the Insurance Trustee by the Association from the collection of assessments against unit owners on account of such casualty shall constitute a construction fund which shall be disbursed in payment of the costs of reconstruction and repair in the following manner:

- (1) Unit Owner. The portion of insurance proceeds representing damage for which the responsibility of reconstruction and repair lies with a unit owner, shall be paid by the Insurance Trustee to the unit owner or if there is a mortgagee endorsement as to such unit, then to the unit owner and the mortgagee jointly, who may use such proceeds as they may be advised.
- (2) Association - Lesser Damage. If the amount of the estimated cost of reconstruction and repair which is the responsibility of the Association is less than \$10,000.00, then the construction fund shall be disbursed in payment of such costs upon the order of the Association.
- (3) Association - Major Damage. If the amount of the estimated costs of reconstruction and repair which is the responsibility of the Association is more than \$10,000.00, then the construction fund shall be disbursed in payment of such costs in the manner required by the board of administration of the Association and upon approval of an architect qualified to practice in Florida and employed by the Association to supervise the work.
- (4) Certificate. Notwithstanding the provisions herein, the Insurance Trustee shall not be required to determine whether or not sums paid by unit owners upon assessment shall be deposited by the Association with the Insurance Trustee, nor to determine whether the disbursements from the construction fund are to be upon the order of the Association or upon approval of an architect or otherwise, nor whether a disbursement is to be made from the construction fund, nor to determine whether surplus funds to be distributed are less than the assessments paid by owners, nor to determine any other fact or matter relating to its duties hereunder. Instead, the Insurance Trustee may rely upon a certificate of the Association made by its president and secretary or the Association's managing agent, if any, as to any or all of such matters and stating that the sums to be paid are due and properly payable and stating the name of the payee and the amount to be paid; provided that when a mortgagee is herein required to be named as payee, the Insurance Trustee shall also name the mortgagee as payee; and further provided that when the Association, or a mortgagee which is the beneficiary of an insurance policy the proceeds of which are included in the construction fund, so required, the approval of an architect named by the

Association shall be first obtained by the Association.

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

- 11.1 Residential Use; Children. The lands of the condominium and all improvements constructed thereon shall be for residential use only and no portion of such lands or improvements shall be used for business or commercial purposes. No structures shall be constructed upon the lands other than condominium building or other structures intended for residential use and appurtenances thereto. Each unit or other residential living unit shall be occupied only by a single family, all members thereof being thirteen (13) years of age or older, its servants and guests, as a residence, and for no other purpose whatever. Except as reserved to the Developer, no unit may be divided or subdivided into a smaller unit nor any portion sold or otherwise transferred without first amending this Declaration to show the changes in the units to be effected.
- 11.2 Pets. A unit owner may only keep parakeets, canaries, fish, cats and dogs in his unit, but said cats and dogs shall be allowed in the owner's unit only if they are restrained and controlled by a leash at all times while they are outside of the owner's unit and until they are beyond the condominium property. The right to keep said parakeets, canaries, fish, cats and dogs by any unit owner may be revoked at any time by a decision of the board of administration in the exercise of its judgment, and in its sole discretion; upon such revocation, the unit owner shall forthwith remove the pet which the board of administration directs the owner to remove from the unit. The unit owner will have no recourse against the members of the Association or the board of administration or the Association for any decision made regarding the removal of pets from the unit. During such time when a cat or dog is housed in a unit, the owner will hold the Association harmless against any and all claims, debts, demands, obligations, costs and expenses, which may be sustained by or asserted against the Association and the members of its board by reason of the acts of said cat or dog committed in or about the condominium property; and the unit owner will be responsible for the repair of all damage resulting from the acts of said cat or dog.
- 11.3 Nuisances. No nuisances shall be allowed upon the condominium property nor any use or practice which is the cause of nuisances to residents or which interfere with the peaceful possession and proper use of the property by its residents. All parts of the condominium property shall be kept in a clean and sanitary condition and no rubbish, refuse, nor garbage allowed to accumulate nor any fire hazard allowed to exist. No unit owner shall permit any use of his unit or make any use of the common elements or limited common elements which will increase the rate of insurance upon any part of the condominium property.
- 11.4 Lawful Use. No immoral, improper, offensive or unlawful use shall be made of the condominium property or any part thereof, and all valid laws, zoning ordinances and regulations of all government bodies for maintenance, modification or repair of the condominium property shall be the same as the responsibility for the maintenance and repair of the property concerned.
- 11.5 Signs. No "For Sale" or "For Rent" signs or other displays of advertising shall be maintained or permitted in any part of the common elements or limited common elements or units. The right is reserved to the Developer to place "For Sale" or "For Rent" signs in connection with any unsold or unoccupied units it may from time to time own. The same right is reserved to any institutional first mortgagee or owner or holder of a mortgage originally given to an institutional first mortgagee which may become the owner of a unit and to the Association as to any unit which it may own. Provided, however, such sign shall be first approved by Developer and displayed only from within the unit.
- 11.6 Exterior Appearance. No clothes, sheets, blankets, laundry of any kind, or other articles shall be hung out or exposed from any unit or common element. The common elements shall be kept free and clear of rubbish, debris and other unsightly material. There shall be no keeping by unit owners of any chairs, tables, benches or other articles upon any common element. Nothing shall be hung or displayed on the outside walls of a condominium building and no awning, canopy, shade, window guard, ventilator, fan, air-conditioning device, radio or television antenna may be affixed to or placed upon the exterior walls or roof or any part thereof without the prior consent of the Association.

- 11.7 Leasing. After approval of the Association elsewhere required, the entire unit may be rented provided the occupancy is only by one lessee and members of his immediate family, of responsible age, his servants and guests and the term of the lease is not less than three months. No rooms may be rented and no transient tenants may be accommodated. No lease of a unit shall release or discharge the owner thereof of compliance with this Section 11 or any of his other duties as a unit owner.
- 11.8 Regulations. Reasonable regulations concerning the use of the condominium property may be made and amended from time to time by the Board of Administration of the Association. The initial regulations which shall be deemed effective until amended are annexed to the By-Laws.
- 11.9 Proviso. Provided, however, that until the Developer has completed and sold all of the units of the condominium, neither the unit owners nor the Association nor their use of the condominium property shall interfere with the completion of the contemplated improvements and the sale of the units. The Developer may make such use of the unsold units and the common elements as may facilitate such completion and sale, including but not limited to the maintenance of a sales office, the showing of the condominium parcel, the leasing or rental of a condominium parcel, and the display of signs.
12. Maintenance of Community Interests. In order to maintain a community of congenial residents and thus protect the value of the units and in order to assure the financial ability of each unit owner to pay assessments made against him, the transfer, sale, lease or mortgage of units by any owner, other than the Developer, shall be subject to the following provisions so long as the condominium exists, which provisions each owner covenants to observe.
- 12.1 Sale. Any condominium unit owner intending to make a bona fide sale of his condominium unit or any interest therein shall submit the name and address of the intended purchaser(s) and a copy of the sales contract to the Association, together with such additional information as the Association may reasonably require. Within ten (10) days from receipt of this information, the Association may either approve the proposed sale, or, at its exclusive option, provide an alternative purchaser who will purchase the condominium unit or interest therein under the same terms and conditions as those governing the contract concluded by the condominium unit owner. If the condominium unit owner proposing to make the sale has had no reply from the Association within ten (10) days from the Association's receipt of the application, the application shall automatically be deemed approved.
- 12.2 Lease, Rental and Gift. No disposition of any unit shall be made by lease, rental or gift until ten (10) days from receipt by the Association of the names and addresses of the prospective tenants and beneficiaries, and such other information as the Association may reasonably require. Within said ten (10) day period, the Association may approve or disapprove the proposed disposition provided approval is not unreasonably withheld. If the unit owner does not receive an answer to this application from the Association within the aforesaid ten (10) day period, approval of the proposed disposition shall be presumed.
- 12.3 Mortgage. No unit owner may mortgage his unit nor any interest therein without the approval of the Association except to a bank, life insurance company, mortgage banker, real estate investment trust or savings and loan association. The approval of any other mortgagees may be upon conditions determined by the Association, or may be arbitrarily withheld.
- 12.4 Exceptions. The foregoing provisions of this section entitled "Maintenance of Community Interests" shall not apply to a transfer to or purchase by a bank, life insurance company, mortgage banker, real estate investment trust or savings and loan association which acquired its title as a result of owning a mortgage upon the unit concerned, and this shall be so whether the title is acquired by deed from the mortgagor or his successor in title or through foreclosure proceedings; nor shall such provisions apply to a transfer, sale or lease by a bank, life insurance company, mortgage banker, real estate investment trust or savings and loan association which so acquires its title; nor shall such provisions apply to a transfer to or a purchase by the Developer; nor shall such provisions apply to a transfer, sale, mortgage, lease or option to purchase by the Developer; nor shall such provisions require the approval of a purchaser who acquires the title to a unit at a duly advertised

public sale with open bidding which is provided by law, such as but not limited to execution sale, foreclosure sale, judicial sale or tax sale.

- 12.5 Separation of Interests. A sale of a unit shall include all of its appurtenances and appurtenances may not be sold, mortgaged or transferred separate from a unit. A lease of a unit shall include the parking space. A lease of a unit need not include the rights appurtenant to it to use the recreational facilities, provided that such rights not so leased must be specifically retained by the lessor and may not be separately leased or assigned.
- 12.6 Unauthorized Transactions. Any sale, mortgage or lease which is not authorized pursuant to the terms of this Declaration shall be void unless subsequently approved by the Association.
- 12.7 Notice of Lien or Suit.
- a. Notice of Lien. A unit owner shall give notice, in writing, to the Association of every lien upon his unit other than for permitted mortgages, taxes and special assessments within five days after the attaching of the lien.
 - b. Notice of Suit. A unit owner shall give notice, in writing, to the Association of every suit or other proceeding which may affect the title to this unit, such notice to be given within five days after the unit owner received knowledge thereof.
 - c. Failure to Comply. Failure to comply with this subsection concerning liens will not affect the validity of any judicial sale.
13. Purchase of Units by Association. The Association shall have the power to purchase units, subject to the following exceptions:
- 13.1 Foreclosure of Units. The Association, by decision of its board of administration, shall have the power to purchase a unit at sales in foreclosure of liens for assessments for common expenses, at which sales the Association shall bid no more than the amount secured by its lien.
- 13.2 Rights of Developer. Notwithstanding anything herein to the contrary, until the completion and sale of all units, in each case where the Association shall have the right to purchase a unit or find a purchaser therefor, the Developer shall have a right of first refusal to purchase said unit upon the same terms and conditions available to the Association.
14. Compliance and Default. Each unit owner shall be governed by and shall comply with the terms of this Declaration, Articles of Incorporation, By-Laws and the rules and regulations adopted pursuant thereto, the management agreement, and all of such as they may be amended from time to time. Failure of the unit owner to comply therewith shall entitle the Association or other unit owners to the following relief in addition to other remedies provided in this Declaration and the Condominium Act:
- 14.1 Enforcement. The Association and its managing agent, if any, are hereby empowered to enforce this Declaration and the By-Laws and rules and regulations of the Association by entry to any unit at any reasonable time to make inspection, correction or compliance.
- 14.2 Negligence. A unit owner shall be liable for the expense of any maintenance, repair or replacement rendered necessary by his act, neglect or carelessness or by that of any member of his family, his lessees, or his or their guests, invitees, employees, or agents, but only to the extent that such expenses are not met by the proceeds of insurance carried by the Association. Such liability shall include any increase in fire insurance rates occasioned by use, misuse, occupancy, or abandonment of a unit or its appurtenances, or of the common elements or of the limited common elements.
- 14.3 Costs and Attorneys' Fees. In any proceeding arising because of an alleged failure of a unit owner to comply with the terms of the Declaration, Articles of Incorporation, By-Laws, and rules and regulations adopted pursuant thereto, and the management agreement, and said documents and rules and regulations as they may be amended from time to time, the prevailing party shall be entitled to recover the costs of the proceeding and such reasonable attorneys' fees as may be awarded by the court.

- 14.4 No Waiver of Rights. The failure of the Developer or the Association or any unit owner to enforce any covenant, restriction or other provisions of the Condominium Act, this Declaration, the By-Laws, or the rules and regulations adopted pursuant thereto, shall not constitute a waiver of the right to do so thereafter.
15. Amendments. Except as elsewhere provided otherwise, this Declaration of Condominium may be amended in the following manner:
- 15.1 Notice. Notice of the subject matter of a proposed amendment shall be included in the notice of any meeting at which a proposed amendment is considered.
- 15.2 A resolution for the adoption of a proposed amendment may be proposed by either the board of administration of the Association or by the members of the Association. Directors and members not present in person or by proxy at the meeting considering the amendment may express their approval in writing, providing such approval is delivered to the secretary at or prior to the meeting. Except as elsewhere provided, such approvals must be either by
- a. not less than 75% of the entire membership of the board of administration and by not less than 75% of the votes of the entire membership of the Association; or
 - b. not less than 80% of the votes of the entire membership of the Association; or
 - c. until the first election of directors, only by all of the directors, provided the amendment does not increase the number of units nor alter the boundaries of the common elements.
- 15.3 Proviso. Provided, however, that no amendment shall discriminate against any unit owner nor against any unit or class or group of units, unless the unit owners so affected shall consent; and no amendment shall change any unit nor the share in the common elements, appurtenant to it, nor increase the owner's share of the common expenses, unless the record owner of the unit concerned and all record owners of mortgages on such unit shall join in the execution of the amendment. Neither shall an amendment make any change in the section entitled "Insurance" nor in the section entitled "Reconstruction or repair after casualty" unless the record owners of all mortgages upon the condominium shall join in the execution of the amendment.
- 15.4 Execution and Recording. A copy of each amendment shall be attached to a certificate certifying that the amendment was duly adopted, which certificate shall be executed by the officers of the Association with the formalities of a deed. The amendment shall be effective when such certificate and copy of the amendment are recorded in the public records of Pinellas County, Florida.
- 15.5 Rights of Developer. In addition to those set forth in Paragraph 3.2 hereof at any time prior to the closing of the sale of the first unit under this Declaration of Condominium, to make amendments to the condominium documents so long as said amendments do not affect the percentage of ownership in the common elements, assessments, voting rights, location or size of any units.
- 15.6 Rights of Association. In the event there shall appear an omission or error in this Declaration of Condominium, or in any other documents required by law to establish this condominium, the Association may correct such error or omission by amending this Declaration, or the other documents so required to create this condominium, by a vote of a majority of the unit owners. The amendment shall be effective when passed and approved and a certificate of the amendment executed and recorded as provided by Florida Statute 718.104. This procedure for amendment, however, shall not be used if such amendment would materially or adversely affect property rights of unit owners, unless the affected unit owners consent in writing.
16. Termination. The condominium may be terminated in the following manner, in addition to the manner provided by the Condominium Act:
- 16.1 Destruction. If it is determined in the manner elsewhere provided that the condominium building shall not be reconstructed because of major damage, the condominium plan of ownership will be thereby terminated without agreement.

- 16.2 Agreement. The condominium may be terminated at any time by the approval in writing of all record owners of units and the record owner and holder of the greatest number of mortgages thereon. If the proposed termination is submitted to a meeting of the members of the Association, the notice of the meeting giving notice of the proposed termination, and if the approval of the owners of not less than 75 percent of the common elements, and of the record owners of all mortgages upon the units are obtained in writing not later than 30 days from the date of such meeting, then the approving owners shall have an option to buy all the units of the other owners for the period ending on the 60th day from the date of such meeting. Such approvals shall be irrevocable until the expiration of the option, and if the option is exercised, the approvals shall be irrevocable. Such option shall be upon the following terms:
- a. Exercise of Option. The option shall be exercised by delivery or mailing by certified mail to each of the record owners of the units to be purchased, of an agreement to purchase signed by the record owners of units who will participate in the purchase. Such agreement shall indicate which units will be purchased by each participating owner and shall agree to purchase all the units owned by owners not approving the termination, but the agreement shall be effected by a separate contract between the seller and his purchaser.
 - b. The sale price for each unit shall be the fair market value determined by agreement between the seller and purchaser within 30 days from the delivery of mailing of such agreement, and in the absence of agreement as to price it shall be determined by arbitration in accordance with the then existing rules of the American Arbitration Association who shall base their determination upon an average of their appraisals of the unit; and a judgment of specific performance of the sale upon the award rendered by the arbitrators may be entered in any court of competent jurisdiction. The expense of the arbitration shall be paid by the purchaser.
 - c. Payment. The purchase price shall be paid in cash.
 - d. Closing. The sale shall be closed within 10 days following the determination of the sale price.
- 16.3 Certificate. The termination of the condominium in either of the foregoing manners shall be evidenced by a certificate of the Association executed by the president or vice president and secretary and assistant secretary certifying as to facts effecting the termination, which certificate shall become effective upon being recorded in the public records of Pinellas County, Florida.
- 16.4 Shares of Owners after Termination. After termination of the condominium the unit owners shall own the condominium property and all assets of the Association as tenants in common in undivided shares and their respective mortgagees shall hold such rights and interests upon the respective shares of the unit owners. Such undivided shares of the unit owners shall be the same as the undivided shares in the common elements appurtenant to the owners' units prior to the termination.
17. Rights of Developer.
- 17.1 Sale or Lease of Units Owned by Developer Free From Right of First Refusal. So long as Developer shall own any unit the Developer shall have the absolute right to lease, sell, transfer or convey any such unit to any person, firm or corporation, upon any terms and conditions as it shall deem to be in its own best interests, and in connection therewith the right of first refusal herein granted to the Association shall not be operative or effective in any manner as to the Developer.
 - 17.2 Rights Relative to the Directors of The Association. The first members of the Board of administration (board of directors) of the Association, designated in the Articles of Incorporation thereof, shall continue to serve until the Developer has closed sales of fifteen percent (15%) of all of the units in the condominium. Any vacancies in their number occurring shall be filled by the remaining members of the board of administration. If there are no remaining members, vacancies shall be filled by the Developer. When the Developer has closed sales of fifteen percent (15%) or more of all the units in the condominium, the Developer shall be entitled to elect two-thirds of the members of the board of administration of the Association, and the unit owners shall be entitled to elect the remaining one-third thereof. Three months after the Developer has closed sales of ninety percent (90%) of all the units of the

condominium, or three years after the Developer has closed sales of fifty percent (50%) of all the units in the condominium, or when all of the condominium units that will be operated by the Association have been completed and some of them have been sold and none of the remaining units are being offered for sale by the Developer in the ordinary course of business, or when the Developer elects to voluntarily terminate its control over the Association, whichever shall first occur, then the unit owners other than the Developer shall be entitled to elect a majority of the members of the board of administration of the Association and the Developer shall be entitled to elect the remaining members thereof. So long as the Developer holds any units in the condominium for sale in the ordinary course of business, it shall be entitled to elect not less than one member of the board of administration of the Association.

There shall be no assessment of the Developer as a unit owner for capital improvements.

Whenever Developer shall be entitled to designate and select any person or persons to serve on any board of directors of the Association the manner in which such person or persons shall be designated shall be provided in the Articles of Incorporation or By-Laws of the Association, and Developer shall have the right to remove any person or persons selected by it to act and serve on said board of administration and to replace such person or persons with another person or persons to act for the remainder of the unexpired term of any director or director so removed. Any director designated and selected by Developer need not be a resident in the condominium.

Any representative of Developer serving on the board of administration of the Association shall not be required to disqualify himself during any vote upon any management contract or other matter as to which the Developer or the said director may have a pecuniary or other interest. Similarly, Developer, as a member of the Association, shall not be required to disqualify itself in any vote which may come before the membership of the Association upon any management contract or other matter between Developer and the Association where the said Developer may have a pecuniary or other interests.

Within sixty days after the unit owners other than the Developer elect a majority of the members of the board of administration of the Association, and the said unit owners have accepted control, the Developer shall deliver to the Association all documents and funds held or controlled by the Developer that shall be applicable to the operation of the Association.

- 17.3 Assignability. All rights in favor of Developer reserved in this Declaration of Condominium and in the Articles of Incorporation and the By-Laws of the Association are freely assignable in whole or in part by Developer and may be exercised by the nominee of Developer or exercised by the successor or successors in interest of the Developer.
18. Phase Development. This condominium is being developed in two phases consisting of "twin" buildings being constructed upon the real property as described herein and designated by the recorded condominium plat as filed in Condominium Plat Book 24, pages 109, 110 + 111. Building 1007 has been completed prior to the recording of this Declaration and Building 1009 is anticipated by Developer to be completed by May, 1978. All matters contained herein relate equally to Building 1007 and to Building 1009.
- 18.1 Easements. In addition to those easements set forth in paragraph 3.3, but not limited thereto, Developer reserves an easement over the southerly 100 feet of that property leased to the Association for recreational and common usage. Said easement to be used for ingress and egress by the unit owners, and in addition for ingress and egress to areas of future development by Developer. The leasehold title held by the Association shall be subject to said easement.
- 18.2 Parking Easements. The leasehold title of the Association shall be subject to all parking areas as constructed and paved in the area of Building 1007 and to be constructed and paved in the area of Building 1009. Such parking to be for the use and benefit of unit owners of Buildings 1007 and 1009.
19. Management. The Association under the authority granted it by its Articles of Incorporation and Florida Statutes 718.111 may contract for the management of the condominium property provided that in the event of such contract the same shall be made a part of the permanent records of the condominium and an exhibit to the Declaration.

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

IN WITNESS WHEREOF, the Developer has executed this Declaration this 9th day of May, 1977.

Signed, sealed and delivered
in the presence of

Ethel L. Chalfant

Gerald R. Custer
Gerald R. Custer
E. Nancy Custer
E. Nancy Custer

DEVELOPER

STATE OF FLORIDA)
COUNTY OF PINELLAS)

Before me, the undersigned authority, personally appeared GERALD R. CUSTER and E. NANCY CUSTER to me known and known by me to be the Developer of SANDAL COVE CONDOMINIUM II, and they acknowledged before me that they executed the above and foregoing instrument as such Developer and that said instrument is the act and deed of said Developer.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal at Clearwater, Pinellas County, Florida, the day and year last aforesaid.

Ethel L. Chalfant
Notary Public

Notary Public, State of Florida at Large
My Commission Expires OCT. 11, 1972

STATE OF FLORIDA

DEPARTMENT OF STATE • DIVISION OF CORPORATIONS

I certify that the following is a true and correct copy of

CERTIFICATE OF INCORPORATION

OF
SANDAL COVE CONDOMINIUM II ASSOCIATION, INC.

filed in this office on the 20th day of April
19 77.

Charter Number: 738755



GIVEN under my hand and the Great
Seal of the State of Florida, at
Tallahassee, the Capital, this the
20th day of April
19 77 .

A handwritten signature in cursive script, reading "Bruce A. Shethen".

SECRETARY OF STATE

CORP. 101 (Corp. 94)
7-13-76

EXHIBIT "B"

ARTICLES OF INCORPORATION
OF
SANDAL COVE CONDOMINIUM II ASSOCIATION, INC.

ARTICLE I - NAME

The name of this Association is SANDAL COVE CONDOMINIUM II ASSOCIATION, INC., and its address is 1007 Bayshore Drive, Safety Harbor, Pinellas County, Florida 33572.

ARTICLE II - PURPOSE

The purposes and objects of the Association are such as are authorized under Chapter 617 of the Florida Statutes and to provide an entity pursuant to Chapter 718 of the Florida Statutes, to provide for the maintenance, preservation, administration and management of SANDAL COVE CONDOMINIUM II, a Condominium under the Florida Condominium Act pursuant to a Declaration of Condominium recorded in the office of the Clerk of the Circuit Court of Pinellas County, Florida.

The Association is organized and operated solely for administrative and managerial purposes. It is not intended that the Association show any net earnings, but no part of any net earnings that do occur shall inure to the benefit of any private member. If, in any taxable year, the net income of the Association from all sources other than casualty insurance proceeds and other nonrecurring items exceeds the sum of (1) total common expenses for which payment has been made or liability incurred within the taxable year, and (2) reasonable reserves for common expenses and other liabilities in the next succeeding taxable year, such excess shall be held by the Association and used to reduce the amount of assessments that would otherwise be required in the following year. For such purposes, each unit owner will be credited with the portion of any excess that is proportionate to his interest in the common elements of the condominium.

ARTICLE III - POWERS

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

(1) To have and exercise all of the powers, rights and privileges granted to or conferred upon the Association by the provisions of Chapter 617, Florida Statutes, entitled "Florida Corporations not for profit" now or hereafter in force and to do all the things necessary to carry out its operations as a natural person might or could do.

(2) To have and exercise any and all rights, privileges and powers as are authorized by Chapter 718, Florida Statutes, or amendments thereto.

(3) To exercise all of the powers and perform all of the duties of the Association as set forth in the Declaration of Condominium and in the By-laws adopted by the Association, as those documents may from time to time be amended.

(4) To operate and manage a condominium apartment building and other facilities for the use and benefit of the individual owners of the condominium parcels (apartment units) as the agent of said owners.

(5) To determine, levy, collect and enforce payment by any lawful means of all assessments for common charges and pay such common charges as the same become due.

(6) To engage the services of a professional corporate management agent and delegate to such agent any of the powers or duties granted to the Association of unit owners under the Declaration or By-laws other than the power to engage or discharge such agent; the power to adopt, amend and repeal the provisions thereof, or of the Declaration, By-laws, or rules and regulations of the Condominium.

(7) All funds and the titles of all properties acquired by this Association and the proceeds thereof shall be held in trust by the owners of the condominium parcels (apartment units) in accordance with the provisions of the Declaration of Condominium and its supported documents.

(8) To acquire and enter into agreements whereby it acquires leaseholds, memberships or other possessory or use interest in lands or facilities including but not limited to swimming pools and other recreational facilities whether or not contiguous to the lands of the condominium, intended to provide for the enjoyment, recreation or use or benefit of the unit owners.

(9) To employ personnel to perform the services required for proper operation of the condominium.

(10) All of the powers of this Association shall be subject and shall be exercised in accordance with the provisions of the Declaration of Condominium, together with its supporting documents which govern the use of the land.

ARTICLE IV - MEMBERSHIP

Each condominium unit shall have appurtenant thereto a membership in the Association, which membership shall be held by the person or entity, or in common by the persons or entities owning such unit, except that no person or entity holding title to a unit as security for performance of an obligation shall acquire the membership appurtenant to such unit by virtue of such title ownership. No membership may be severed from the unit to which it is appurtenant.

Each membership in the Association shall entitle the holder or holders thereof to exercise that proportion of the total voting power of the Association corresponding to the proportionate undivided interest in the common elements appurtenant to the unit to which such membership corresponds, as established in the Declaration.

Developer, as owner of the vacant land upon which the condominium is being erected, shall be a member of the Association with reference to any and all condominium units still owned by the Developer.

Other persons shall become members of the Association by the recording in the Public Records of Pinellas County, Florida of a deed or other instrument establishing a change of record title to a condominium parcel (apartment unit) and upon the delivery to the Association of a certified copy of such instrument the new owner designated by such instrument shall thereby become a member of the Association, and the membership of the prior owner shall at that time be terminated.

The share of a member in the funds and assets of the Association cannot be assigned, hypothecated or transferred in any manner, except as an appurtenance to his unit.

ARTICLE V - DURATION

The Association shall be in existence in perpetuity unless at sometime in the future the condominium project which it was formed to serve shall cease to exist.

The Association may be terminated by termination of the condominium in accordance with the conditions as set forth in the Declaration of Condominium.

ARTICLE VI - SUBSCRIBERS

The names and addresses of the subscribers of these Articles of Incorporation are:

<u>Name</u>	<u>Address</u>
Gerald R. Custer	2152 Longbow Lane, Clearwater, Florida
Mary Ellen Moawad	1433 Highfield Drive, Clearwater, Florida
Ethel L. Chalfant	1612 Balmoral Drive, Clearwater, Florida

ARTICLE VII - OFFICERS

The affairs of the Association are to be managed by a president, vice-president, secretary and treasurer (the office of secretary and treasurer may be held by one person). Officers will be elected annually in the manner set forth in the By-laws of the Association. The names of the officers who are to serve until their successors are elected and qualified are as follows:

Gerald R. Custer - President
 Mary Ellen Moawad - Vice-President
 Ethel L. Chalfant - Secretary-Treasurer

ARTICLE VIII - DIRECTORS

A. The business of the Association shall be conducted by a Board of Directors of not less than three (3) directors nor more than nine (9) directors, the exact number of directors to be fixed by the By-laws of the Association.

B. The election of directors, their removal, or the filling of vacancies on the Board of Directors shall be in accordance with the By-laws of the Association.

C. The names and addresses of the first Board of Directors who shall hold office until their successors are elected and have qualified are as follows:

<u>Name</u>	<u>Address</u>
Gerald R. Custer	2152 Longbow Lane, Clearwater, Florida
Mary Ellen Moawad	1433 Highfield Drive, Clearwater, Florida
Ethel L. Chalfant	1612 Balmoral Drive, Clearwater, Florida

ARTICLE IX - BY-LAWS

By-laws regulating the operation of the Association have been made an exhibit to the Declaration of Condominium. The By-laws may be amended by the first Board of Directors until the first annual meeting of members. Thereafter, the By-laws shall be amended by the members in the manner set forth in the By-laws.

ARTICLE X - AMENDMENT TO ARTICLES

Amendments to the Articles of Incorporation shall be proposed and adopted in the following manner:

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

(2) A resolution for the adoption of a proposed amendment may be proposed either by the Board of Directors or by the members of the Association. Directors and members not present in person or by proxy at the meeting considering the amendment may express their approval in writing, providing such approval is delivered to the secretary at or prior to the meeting. Except as elsewhere provided,

(a) such approvals must be by not less than 75% of the entire membership of the Board of Directors and by not less than 75% of the votes of the entire membership of the Association; or

(b) by not less than 80% of the votes of the entire membership of the Association.

(3) Provided, however, that no amendment shall make any changes in the qualifications for membership nor the voting rights of members without approval in writing by all members and the joinder of all record owners of mortgages upon the condominium. No amendment shall be made that is in conflict with the Condominium Act or the Declaration of Condominium.

ARTICLE XI - INITIAL RESIDENT AGENT

The name and address of the initial resident agent of the Association is Gerald R. Custer, 2152 Longbow Lane, Clearwater, Florida.

ARTICLE XII - IDEMNIFICATION

Every director and every officer of the Association shall be indemnified by the Association against all expenses and liabilities, including counsel fees, reasonably incurred by or imposed upon him in connection with any proceeding or any settlement of any proceeding to which he may be a party or in which he may become involved by reason of his being or having been a director or officer of the Association, whether or not he is a director or officer at the time such expenses are incurred, except when the director or officer is adjudged guilty of willful misfeasance or malfeasance in the performance of his duties; provided that in the event of a settlement the indemnification shall apply only when the Board of Directors approves such settlement and reimbursement as being for the best interests of the Association. The foregoing right of indemnification shall be in addition and not exclusive of all other rights to which such director or officer may be entitled.

IN WITNESS WHEREOF, the subscribers have affixed their signatures this 13th day of April, 1977.

Gerald R. Custer
Gerald R. Custer
Mary Ellen Moawad
Mary Ellen Moawad
Ethel L. Chalfant
Ethel L. Chalfant

STATE OF FLORIDA)
) ss
COUNTY OF PINELLAS)

I HEREBY CERTIFY that on this day in the next above named state and county before me, an officer duly authorized and acting, personally appeared GERALD R. CUSTER, MARY ELLEN MOAWAD and ETHEL L. CHALFANT, duly known as the persons who signed the foregoing instrument as such officers and acknowledged the execution thereof to be their free act and deed for the uses and purposes therein mentioned.

WITNESS MY HAND AND SEAL this 13th day of April, 1977.

Donnie Layton
Notary Public

My Commission Expires:

NOTARY PUBLIC STATE OF FLORIDA AT LARGE
MY COMMISSION EXPIRES OCT. 20, 1977
BONDED THRU GENERAL INSURANCE UNDERWRITERS

CERTIFICATE DESIGNATING PLACE OF BUSINESS OR DOMICILE FOR THE SERVICE OF PROCESS WITHIN FLORIDA, NAMING AGENT UPON WHOM PROCESS MAY BE SERVED

IN COMPLIANCE WITH SECTION 48.091, and 607.034, FLORIDA STATUTES, THE FOLLOWING IS SUBMITTED:

FIRST--THAT SANDAL COVE CONDOMINIUM II ASSOCIATION, INC.
(NAME OF CORPORATION)

DESIRING TO ORGANIZE OR QUALIFY UNDER THE LAWS OF THE STATE OF FLORIDA, WITH ITS PRINCIPAL PLACE OF BUSINESS AT CITY OF Safety Harbor
(CITY)

STATE OF Florida, HAS NAMED Gerald R. Custer
(STATE) (NAME OF RESIDENT AGENT)

LOCATED AT 2152 Longbow Lane
(STREET ADDRESS AND NUMBER OF BUILDING,
POST OFFICE BOX ADDRESSES ARE NOT ACCEPTABLE)

CITY OF Clearwater, STATE OF FLORIDA, AS ITS AGENT TO ACCEPT
(CITY)

SERVICE OF PROCESS WITHIN FLORIDA.

SIGNATURE Gerald R. Custer
(CORPORATE OFFICER)

TITLE President

DATE April 12, 1977

HAVING BEEN NAMED TO ACCEPT SERVICE OF PROCESS FOR THE ABOVE STATED CORPORATION, AT THE PLACE DESIGNATED IN THIS CERTIFICATE, I HEREBY AGREE TO ACT IN THIS CAPACITY, AND I FURTHER AGREE TO COMPLY WITH THE PROVISIONS OF ALL STATUTES RELATIVE TO THE PROPER AND COMPLETE PERFORMANCE OF MY DUTIES.

SIGNATURE Gerald R. Custer
(RESIDENT AGENT)

DATE April 12, 1977

CORP. 25

BY-LAWS
OF
SANDAL COVE CONDOMINIUM II ASSOCIATION, INC.

1. Identity. These are the By-Laws of SANDAL COVE CONDOMINIUM II ASSOCIATION, INC., called the "Association" in these By-Laws, a corporation not for profit under the laws of the State of Florida, the Articles of Incorporation of which were filed in the office of the Secretary of State on April _____, 1977. The Association has been organized for the purpose of administering a condominium pursuant to Chapter 718, Florida Statutes (herein called the "Condominium Act") which condominium is identified by the name SANDAL COVE CONDOMINIUM II, and is located at 1007 and 1009 Bayshore Drive, Safety Harbor, Pinellas County, Florida.
 - 1.1 Office. The Office of the Association shall be 1007 Bayshore Drive, Safety Harbor, Florida.
 - 1.2 Fiscal Year. The fiscal year of the Association shall be the calendar year.
2. Directors.
 - 2.1 Number, Term and Initial Board. The number of members which shall constitute the entire board of directors of the Association shall not be less than three (3) nor more than five (5), the exact number to be determined at the time of election. Until changed by majority vote of all the members of the Association at an annual meeting, the number shall be three (3). The initial members of the board of directors shall serve until such time as the unit owners, other than GERALD R. CUSTER and E. NANCY CUSTER (the Developer), their successors and assigns, own fifteen (15%) percent of all the units in the condominium. Until then, the Developer shall have the right: (a) to elect all the members of the board of directors of the Association, which members need not be residents of the condominium, nor owner of a condominium parcel, nor members of the Association; and (b) to fill vacancies in the board of directors.
 - a. When fifteen (15%) percent of all the units in the condominium are sold to unit owners other than the Developer, the unit owners shall be entitled to elect one-third (1/3) of the members of the board of directors and the Developer shall have the right to elect the remaining two-thirds (2/3) of the members thereof. When said unit owners have the right to elect one-third (1/3) of the members of the board of directors, the Association shall call a special meeting of the board of directors within sixty (60) days after such date. The purpose of such meeting shall be to elect a member or members to the board of directors. The Association shall give written notice of such meeting to all unit owners not less than thirty (30) days nor more than forty (40) days before the date of such meeting.

- b. Three (3) years after the Developer closes sales of fifty (50%) percent of all the units in the condominium or three (3) months after the Developer closes sales of ninety (90%) percent of all the units in the condominium or when all the units in the condominium have been completed and some of them have been sold and none of the others are being offered for sale by the Developer in the ordinary course of business, whichever shall first occur, then the unit owners shall be entitled to elect the majority of the board of directors and the Developer shall have the right to elect the remaining members thereof. When the unit owners are entitled to elect such majority, the Association shall call a special meeting of the board of directors within sixty (60) days after such date. The purpose of such meeting shall be to elect a majority of members to the board of directors. The Association shall give written notice of such meeting to all unit owners not less than thirty (30) days nor more than forty (40) days before the date of such meeting. Those members of the board of directors elected by unit owners of the condominium, as distinguished from those members elected by the Developer, shall be members of this Association.
- c. So long as the Developer holds any units of the condominium for sale in the ordinary course of business, it shall be entitled to elect not less than one (1) member of the board of directors of the Association.

2.2 Vacancy and Replacement. If the office of any member of the board of directors becomes vacant by reason of death, resignation, retirement, disqualification, removal from office or otherwise, a majority of the remaining members, though less than a quorum, at a special meeting of the board duly called for this purpose shall choose a successor or successors, who shall hold office for the unexpired term in respect to which such vacancy occurred, except that a vacancy on the board of directors by a member or members elected by the Developer shall be filled by Developer.

2.3 Powers. The property and business of the Association shall be managed by the board of directors, who may exercise all corporate powers not specifically prohibited by statute, the Certificate of Incorporation, or the Declaration of Condominium (the Declaration) to which these By-Laws are attached. The powers of the board of directors shall specifically include, but not be limited to the following: (a) to make and collect assessments and establish the time within which payment of same are due; (b) to use and expend the assessments collected to maintain, care for and preserve the units and condominium property, except those portions thereof which are required to be maintained, cared for and preserved by the unit owners; (c) to purchase the necessary equipment and tools required to the maintenance, care and preservation referred to above; (d) to enter into and upon the units when necessary and at as little inconvenience to the owner as possible in connection with such maintenance, care and preservation; (e) to insure and keep insured said condominium property in the manner set forth in the Declaration, against loss from fire and/or casualty, and the unit owners against public liability, and to purchase such other insurance as the board of directors may deem advisable; (f) to collect delinquent assessments by suit or otherwise, abate nuisances and enjoin or seek damages from the unit owners for violations of these By-Laws and the terms and conditions of the Declaration; (g) to enter into such contracts with such firms, persons or corporation, for the maintenance and preservation of the condominium property; and to join with other condominium corporations

POWERS OF
B.O.D.

in contracting with the same firm, person or corporation for the maintenance, preservation and repair of the condominium property; (h) to enter into employment agreements with auditors, attorneys and such other persons as may be necessary for the orderly operation of the condominium property; (i) to make reasonable rules and regulations for the occupancy of the condominium parcels; (j) to acquire and/or rent and/or lease a condominium in the name of the Association or designee; (k) to hire attorneys and other professionals for the purpose of bringing legal action or enforcing rights in the name of and on behalf of the individual condominium unit owners where such actions and rights are common to all of the condominium unit owner; and to bring such action in the name of and on behalf of the said condominium unit owners

2.4 Removal. Directors may be removed by an affirmative vote of a majority of the Association members. No director shall continue to serve on the board if, during his term of office, his membership in the Association shall be terminated for any reason whatsoever.

2.5 Compensation. No compensation shall be paid to the directors for their services as directors. Compensation may be paid to a director in his or her capacity as an officer or employee or for other services rendered to the Association outside of his or her duties as a director. In this case, however, said compensation must be approved in advance by the board of directors and the director to receive said compensation shall not be permitted to vote on said compensation. The directors shall have the right to set and pay all salaries or compensation to be paid to officers, employees or agents for services rendered to the Association.

3. Meetings of the Board of Directors.

3.1 Annual Meetings. The first meeting of each board newly elected by the members shall be held within ten (10) days of the meeting at which they were elected, provided a quorum shall then be present, or as soon thereafter as may be practicable. The annual meeting of the board of directors shall be held at the same place as the general members' meeting, or at such place as may be designated by the president of the Association, or in his absence, by the vice president. Meetings of the board of directors shall be open to all unit owners and notices of meeting shall be posted conspicuously forty-eight (48) hours in advance for the attention of all unit owners.

3.2 Special Meetings. Special meetings shall be held whenever called by the direction of the president or a majority of the board. The secretary shall give notice of each special meeting either personally, by mail or telegram, at least three (3) days before the date of such meeting, but the members may waive notice of the calling of the meeting. All special meetings of the board of directors shall, likewise, be open to all unit owners and notices of special meetings shall be posted conspicuously forty-eight (48) hours in advance for the attention of all unit owners, except in an emergency.

3.3. Quorum. A majority of the board shall be necessary and sufficient at all meetings to constitute a quorum for the transaction of business, and the act of a majority present at any meeting at which there is a quorum shall be the act of the board. If a quorum shall not be present at the meeting, the members then present may adjourn the meeting without notice other than announcement at the meeting until a quorum shall be present.

4. Order of Business. The order of business at all meetings of the board shall be as follows: (a) roll call; (b) reading of minutes of last meeting; (c) consideration of communications, (d) resignations and elections; (e) reports of officers and employees; (f) reports of committees; (g) unfinished business; (h) original resolutions and new business; and (i) adjournment.

5. Officers.

- 5.1 Executive Officers. The executive officers of the Association shall be a president, vice president, secretary and treasurer, all of whom shall be elected annually by said board and who may be preemptorily removed by vote of the board at any meeting. The office of secretary and treasurer may be united in one person. The board of directors from time to time shall elect such other officers and designate their powers and duties as the board shall find to be required to manage the affairs of the Association.
- 5.2 President. The president shall be the chief executive officer of the Association. He shall have all of the powers and duties usually vested in the office of president of an association, including but not limited to the power to appoint committees from among the members from time to time, as he in his discretion may determine appropriate, to assist in the conduct of the affairs of the Association.
- 5.3 Vice President. The vice president in the absence or disability of the president shall exercise the powers and perform the duties of the president. He also shall assist the president generally and exercise such other powers and perform such other duties as shall be prescribed by the board of directors.
- 5.4 Secretary. The secretary shall keep the minutes of all proceedings of the board of directors and the members. He shall attend to the giving and serving of all notices to the members and the board of directors and other notices required by law. He shall have custody of the seal of the Association and affix it to instruments requiring a seal when duly signed. He shall keep the records of the Association, except those of the treasurer, and shall perform all other duties incident to the office of secretary of an association and as may be required by the board of directors or the president. The assistant secretary shall perform the duties of the secretary when the secretary is absent.
- 5.5 Treasurer. The treasurer shall have custody of all property of the Association, including funds, securities and evidences of indebtedness. He shall keep the books of the Association in accordance with good accounting practices; and he shall perform all other duties incident to the office of treasurer.
- 5.6 Vacancies. If the office of the president, vice president, secretary or treasurer becomes vacant by reason of death, resignation, disqualification or otherwise, the remaining directors, by a majority vote of the whole board of directors, may choose a successor or successors who shall hold office for the unexpired term in respect to which such vacancy occurred.
- 5.7 Resignations. Any director or other officer may resign his office at any time, such resignation to be made in writing, and to take effect from the time of its receipt by the Association, unless some time be fixed in the resignation, and then from that date. The acceptance of a resignation shall not be required to make it effective.

6. Membership.

- 6.1 Definition. Each unit owner shall be a member of the Association and membership in the Association shall be limited to owners of condominium parcels. A unit owner will cease to be a member of the Association upon the sale, transfer or disposition of the member's condominium parcel.
- 6.2 Transfer of Membership and Ownership. Membership in the Association may be transferred only as an incident to the transfer of the transferor's condominium parcel, and his undivided interest in the common elements and limited common elements of the condominium, and such transfer shall be subject to the procedures set forth in the Declaration.

7. Meetings of Membership.

- 7.1 Annual Meeting. The annual meeting of the members shall be held at eight o'clock P.M. at the office of the Association on the third Monday in January of each year, or at such other place and time as may be set forth in the notice of the meeting. The annual meeting shall be for the purpose of electing directors and transacting any other business authorized to be transacted by the members.
- 7.2 Special Meetings. Special members' meetings shall be held whenever called by the president or vice president or by a majority of the board of directors, and must be called by such officers upon receipt of a written request from members entitled to cast one-third of the votes of the entire membership.
- 7.3 Notice of Meetings. Notice of all members' meetings stating the time and place and the objects for which the meeting is called shall be given by the president or vice president or secretary unless waived in writing. Such notice shall be in writing to each member at his address as it appears on the books of the Association and shall be mailed not less than fourteen (14) days nor more than sixty (60) days prior to the date of the meeting. Such notice need not be sent by certified mail unless the board of directors decides to the contrary. Notice of meeting may be waived before or after meetings.
- * 7.4 Quorum. A quorum at members' meetings shall consist of persons entitled to cast a majority of the votes of the entire membership. The acts approved by a majority of the votes present at a meeting at which a quorum is present shall constitute the acts of the members, except when approval by a greater number of members is required by the Declaration of Condominium, the Articles of Incorporation or these By-Laws.
- * 7.5 Voting; Proxies. Each unit owner shall be entitled to one vote. At any meeting of the members, every member having the right to vote shall be entitled to vote in person or by proxy. The proxy shall be valid only for the particular meeting designated in it and must be filed with the secretary before the appointed time of the meeting or any adjournment thereof. No one member shall be designated to hold and vote more than five (5) proxies of other members at any meeting.

- 7.6 Adjourned Meetings. If any meeting of members cannot be organized because a quorum has not attended, the members who are present, either in person or by proxy, may adjourn the meeting from time to time until a quorum is present.
- 7.7 Order of Business. The order of business at annual members' meetings and as far as practical at other members' meetings, shall be: (a) election of chairman of the meeting; (b) calling of the roll and certifying of proxies; (c) proof of notice of meeting or waiver of notice; (d) reading and disposal of any unapproved minutes; (e) reports of officers; (f) reports of committees; (g) election of inspectors of election; (h) election of directors; (i) unfinished business; (j) new business; (k) adjournment.

- 7.8 Proviso. In spite of the foregoing, until the Developer of the condominium has completed all the contemplated improvements and closed the sales of all the condominium units, or until the Developer elects to terminate control of the condominium, or when such control passes to the unit owners pursuant to the provisions of Section 718.301, Florida Statutes, ~~which have not yet occurred~~, the proceedings of all meetings of the members of the Association shall have no effect unless approved by the board of directors.

8. Fiscal Management. The provisions for fiscal management of the Association set forth in the Declaration of Condominium and Articles of Incorporation shall be supplemented by the following procedures:

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

- a. Current expense, which shall include all receipts and expenditures within the year for which the budget is made including a reasonable allowance for contingencies and working funds, except expenditures chargeable to reserves, to additional improvements or to operations. The balance in this fund at the end of each year shall be applied to reduce the assessments for current expenses for the succeeding year.
- b. Reserve for deferred maintenance, which shall include funds for maintenance items that occur less frequently than annually.
- c. Reserve for replacement, which shall include funds for repair or replacement required because of damage, depreciation or obsolescence.
- d. Betterments, which shall include the funds to be used for capital expenditures for additional improvements or additional personal property that will be part of the common elements.

- 8.2 Budget. The board of directors shall adopt a budget for each calendar year that shall include the estimated funds required to defray the common expenses and to provide and maintain funds for the foregoing accounts and reserves according to good accounting practices as follows:

- a. Current expense, the amount for which shall not exceed 115% of the budget for this account for the prior year.

→ c. Reserve for replacement, the amount for which shall not exceed 115% of the budget for this account for the prior year.

d. Betterments, which shall include the funds to be used for capital expenditures for additional improvements or additional personal property which will be part of the common elements; provided, however, that in the expenditure of this fund no sum in excess of Ten Thousand (\$10,000.00) Dollars shall be expended for a single item or purpose without approval of the members of the Association.

→ e. Notwithstanding the above, the amount for each budgeted item may be increased over the foregoing limitations when approved by unit owners entitled to cast not less than 75% of the votes of the entire membership of the Association after compliance with the Notice requirements and all other provisions contained in Section 718.12(f), Florida Statutes; and further, provided, however, that until (1) Developer has closed the sales of all the units of all condominiums to be established in SANDAL COVE CONDOMINIUM II, or until (2) Developer voluntarily elects in writing to terminate control of the Association, or until (3) the members of the Association assume control pursuant to provisions of Section 718.301, Florida Statutes, whichever shall first occur (any of which events being herein referred to as relinquishment of control of the Association by the Developer), the board of directors may omit from the budget all allowances for contingencies and reserves; furthermore, so long as the Developer holds any units for sale in the ordinary course of business, none of the following actions may be taken without approval in writing by the Developer: (a) assessment of the Developer as a unit owner for capital improvements or (b) any action by the Association that would be detrimental to the sale of units by the Developer.

f. Notice and Copies of Budget. A copy of the proposed budget assessments shall be mailed to unit owners not less than thirty (30) days before the board of directors meeting at which the budget or assessment will be considered, together with written notice of that meeting. Such notice shall specify that the proposed annual budget for the ensuing year shall be considered at such meeting. The meeting shall be open to all unit owners.

8.3 Assessments. Assessments against the unit owners for their shares of the items of the budget shall be made for the calendar year annually in advance on or before December 20 preceding the year for which the assessments are made. Such assessments shall be due in twelve equal monthly installments on the first day of each month of the year. If an annual assessment is not made as required, an assessment shall be presumed to have been made in the amount of the last prior assessment and monthly installments on such assessment shall be due upon each installment payment date until changed by an amended assessment.

ASSESSMENTS

In the event the annual assessment proves to be insufficient, the budget and assessments may be amended at any time by the board of directors if the accounts of the amended budget do not exceed the limitations for that year. Any account that does exceed such limitation shall be subject to the approval of the membership of the Association as previously required in these By-Laws.

- 8.4 Acceleration of assessment installments upon default. If a unit owner shall be in default in the payment of an installment upon an assessment, the board of directors may accelerate the remaining installments of the assessment upon notice to the unit owner, and then the unpaid balance of the assessment shall come due upon the date stated in the notice, but not less than ten (10) days after delivery of the notice to the unit owner, or not less than twenty (20) days after the mailing of such notice to him by certified mail, whichever shall first occur.
- 8.5 Assessments for emergencies. Assessments for common expenses of emergencies that cannot be paid from the annual assessments for common expenses shall be made only after written notice of the need for such is given to the unit owners concerned. After such notice and upon approval in writing by persons entitled to cast more than one-half of the votes of the unit owners concerned, the assessment shall become effective, and it shall be due after 30 days' notice in such manner as the board of directors of the Association may require in the notice of assessment.
- 8.6 The depository of the Association shall be such bank or banks as shall be designated from time to time by the directors and in which the monies of the Association shall be deposited. Withdrawal of monies from such accounts shall be only by checks signed by such persons as are authorized by the board of directors of the Association.
- 8.7 An audit of the accounts of the Association shall be made annually by a certified public accountant, and a copy of the audit report shall be furnished to each member not later than April 1 of the year following the year for which the audit is made.
- 8.8 Fidelity bonds may be required by the board of directors from all persons handling or responsible for Association funds. The amount of such bonds shall be determined by the directors, but shall be not less than one-half of the amount of the total annual assessments against members for common expenses. The premiums on such bonds shall be paid by the Association.
9. Parliamentary rules. Roberts' Rules of Order (latest edition) shall govern the conduct of Association meetings when not in conflict with the Declaration of Condominium, Articles of Incorporation or these By-Laws.
10. Amendments. These By-Laws may be amended in the following manner:
- 10.1 Notice of the subject matter of a proposed amendment shall be included in the notice of any meeting at which a proposed amendment is considered.
- 10.2 A resolution adopting a proposed amendment may be proposed by either the board of directors of the Association or by the members of the Association. Directors and members not present in person or by proxy at the meeting considering the amendment may express their approval in writing, providing such approval is delivered to the Secretary at or prior to the meeting. Except as elsewhere provided, such approvals must be either by:
- a. not less than 75% of the entire membership of the board of directors and by not less than 75% of the votes of the entire membership of the Association; or

- b. by not less than 80% of the votes of the entire membership of the Association; or
- c. until the first election of directors, by all of the directors.

10.3 Proviso. Provided, however, that no amendment shall discriminate against any unit owner nor against any unit or class or group of units unless the unit owners so affected shall consent. No amendment shall be made that is in conflict with the Articles of Incorporation or the Declaration of Condominium.

10.4 Execution and recording. A copy of each amendment shall be attached to a certificate certifying that the amendment was duly adopted as an amendment to the Declaration and By-Laws, which certificate shall be executed by the officers of the Association with the formalities of a deed. The amendment shall be effective when such certificate and copy of the amendment are recorded in the public records of Pinellas County, Florida.

10.5 Notwithstanding the foregoing, no amendment to these By-Laws may be adopted or become effective prior to relinquishment of control of the Association by the Developer without the prior written consent of the Developer.

The foregoing was adopted as the By-Laws of SANDAL COVE CONDOMINIUM II ASSOCIATION, INC., a corporation not for profit under the laws of the State of Florida, at the first meeting of the board of directors on May 9, 1977.

Ethel L. Chalfant
Secretary

Approved:

Ronald R. Costa
President

CONDOMINIUM MANAGEMENT AGREEMENT

THIS AGREEMENT, made this 9th day of May, 1977, between SANDAL COVE CONDOMINIUM II ASSOCIATION, INC., hereinafter referred to as Association, and SOUTHERN PROPERTIES MANAGEMENT I, INC., ("Manager"), with its principal office at 1486 Pierce Street, Clearwater, Florida 33516.

In consideration of the terms, conditions and covenants hereinafter set forth, the parties hereto mutually agree as follows:

ARTICLE I - APPOINTMENT

Section 1. Appointment: The Association hereby appoints the Manager, subject to the terms and conditions hereinafter provided, as exclusive managing agent of the condominium known as SANDAL COVE CONDOMINIUM II, consisting of two buildings (32 units) and certain Common Properties, and the property and improvements associated therewith, by virtue of the Declaration of Condominium and Restrictions and supplements thereto.

Section 2. Authority: The Manager fully understands that the function of the Association is the operation and management of the Condominium and Common Properties of the Association and the Manager agrees, notwithstanding the authority given to the Manager in this Agreement, to confer fully and freely with the Board of Directors in the performance of its duties as herein set forth and to attend membership of directors' meetings at any time requested by such Board of Directors. It is further understood and agreed that the authority and duties conferred upon the Manager hereunder are confined to the Common Elements and Recreation Area as defined in the Declaration of Condominium, and such portions of the Units as may be controlled, inspected or maintained by the Association, or as may be required pursuant to the Declaration of Condominium. Such authority and duties do not and shall not include supervision or management of Units except as directed by the Association, which supervision or management may be for a separate fee as agreed to by the Manager.

ARTICLE II - PLANS

Section 1. In order to facilitate efficient operation, the Association shall furnish the Manager with as complete a set of plans and specifications of the condominium, as finally constructed, as is available. With the aid of these documents and an inspection made by competent personnel, the Manager will inform itself with respect to the layout, construction, location, character, plan and operation of the lighting, heating, plumbing, ventilating systems, and other mechanical equipment in the condominium buildings. Copies of the guarantees and warranties pertinent to the construction of the improvements on the Property and in force at the time of the execution of this agreement shall be furnished to the Manager.

ARTICLE III - EMPLOYEES

Section 1. The Manager shall hire all personnel necessary for the efficient discharge of the duties of the Manager hereunder. Those employees who handle or are responsible for the handling of the Association's monies shall be bonded by a fidelity company acceptable both to the Manager and the Association, the cost of which shall be charged to the Association. Employees of the Manager shall be covered by workmen's compensation, the cost of which shall be paid by the Association.

ARTICLE IV - DUTIES OF MANAGER

Under the personal and direct supervision of one of its principal officers, the Manager shall render services and perform duties as follows:

Section 1. Personnel and Professional Staff: On the basis of the fees listed herein, changes to which must be previously approved by the Board of Directors of the Association on the recommendations of the Manager, investigate, hire, pay, supervise and discharge the personnel as determined by the Manager to be necessary to maintain and operate the Condominium. Such personnel shall in every instance be in the Association's employ. The Manager shall investigate, and following designation by the Board of Directors of the Association, hire and discharge, and supervise professional consultants, including legal, accounting, insurance, engineering and architectural as it may determine is necessary. Compensation for

EXHIBIT "C"

the services of such employees employed on Association's business shall be made by the Manager who shall have supervisory responsibility for the actions of such employees without the Association's direction.

Section 2. Equipment: Provide sufficient equipment as in the Manager's opinion is necessary to properly maintain the premises. Notwithstanding this provision the Manager shall not purchase equipment on behalf of the Association without the express approval of the Board of Directors.

Section 3. Inventory: Immediately ascertain the general condition of the condominium grounds and improvements thereon, and if the accommodations there afforded have yet to be occupied for the first time, establish liaison with such general contractor to coordinate the completion by him of corrective work, if any, as is yet to be done; also, cause an inventory to be taken of all furniture, office equipment, maintenance tools and supplies.

Section 4. Moving Unit Owners: Coordinate the plans of Unit Owners for moving their personal effects into the units or out of them, with a view toward scheduling such movements so that there shall be a minimum of inconvenience to other Unit Owners.

Section 5. Service of Complaints: Maintain business like relations with Unit Owners whose service requests shall be received, considered and recorded in systematic fashion in order to show the action taken when reported to the Board of Directors of the Association with appropriate recommendations. As part of a continuing program, secure full performance by the Unit Owners of all items and maintenance for which they are responsible.

Section 6. Collection: Collect all Common Expenses and assessments due from Unit Owners, also all sums due for concessionaires in consequence of the authorized operation of facilities in the condominium for the benefit of the Unit Owners. The Association hereby authorizes the Manager to request, demand, collect, receive, and receipt for any and all charges or rents which may at any time be or become due to the Association or the Condominium. As a standard practice, the Manager shall furnish the Board of Directors with an itemized list of all delinquent accounts monthly.

Section 7. Maintenance: The Manager shall assume control of the property, buildings, equipment and improvements of the Condominium and be responsible for supervising its upkeep and maintenance. The Manager shall direct, supervise and order to be done those things requested by the Association and which are in the Manager's judgment, necessary to preserve and protect the Condominium Property. The Manager will confer with the Association to make any extraordinary repairs or replacements.

The Manager shall make regular inspections of the Condominium Property and render reports and make recommendations concerning the Property.

Section 8. Compliance with Official Orders: Take such action as may be necessary to comply promptly with any and all orders or requirements affecting the premises placed thereon by any federal, state, county, or municipal authority having jurisdiction thereover, and orders of the Board of Fire Underwriters or other similar bodies. The Manager, however, shall not take any action under this Section 8 so long as the Association is contesting, or has affirmed its intention to contest any such order of requirement. The Manager shall promptly, and in no event later than 72 hours from the time of its receipt, notify the Board of Directors of the Association in writing of all such orders and notices or requirement.

Section 9. Contracts: Subject to approval by the Association, contracts for water, electricity, gas, fuel oil, telephone, vermin extermination, and other necessary services, or such of them as the Manager shall deem advisable. Also purchase equipment necessary in the opinion of the Manager to properly maintain the facilities and grounds of the Condominium. All such contracts and orders shall be made in the name of the Association. Any discounts or rebates given to the Manager on paint, building material, appliance, services or labor, will be credited to the Association's account.

Section 10. Insurance: Cause to be placed and kept in force all forms of insurance to protect the Association, its members, and properties, and mortgagees holding mortgages covering Residential Units, as their respective interest appear as required by law or as may be required by the applicable By-laws of Declaration of the Association. All of the various types of insurance coverage required shall be placed with such companies, in such amounts, and with such beneficial interest appearing therein as shall be required by the applicable By-laws and as shall be acceptable to the Board of Directors of the Association and to mortgagees holding mortgages covering Units. The Manager shall promptly investigate and make a full written report as to all accidents or claims for damage relating to the management, operation and maintenance of the Condominium, including any damage or destruction to the Condominium property, the estimated cost or repair, and shall cooperate and make any and all reports required by any insurance company in connection therewith.

The Association agrees to save the Manager harmless from all damage suits or claims in connection with the management of the property, and from all liability for injuries to persons or properties suffered or sustained by any employee or any other person whomsoever, except where such suits, claims or liabilities are caused by Manager's negligence or misfeasance.

Section 11. Disbursements: From the funds collected and deposited in the special account hereinafter provided, cause to be disbursed regularly and punctually (1) charges for services provided by the employees of the Association, (2) insurance premiums, (3) the amount specified by the By-laws of the Association for allocation to the Reserve Fund for Replacements and to the General Operating Reserve, and (4) sums otherwise due and payable by the Association as operating expenses authorized to be incurred under the terms of this Agreement.

Section 12. Accounting: Working in conjunction with an accountant, prepare for execution and filing by the Association, all forms, reports, and returns required by law in connection with unemployment insurance, workmen's compensation insurance, disability benefits, Social Security, and other similar taxes now in effect or hereafter imposed, and also requirements relating to the employment of personnel.

Section 13. Records: Maintain a comprehensive system of office records, books and accounts in a manner satisfactory to the Association in accordance with the respective By-laws of the Association, which records shall be subject to examination by the Association's authorized agents at all reasonable times.

Section 14. Budget: Manager shall prepare and submit to the Association for approval, an annual budget to be used for determination of maintenance fees for the ensuing year. This budget shall constitute the major control under which the Manager shall operate and there shall be no substantial variances therefrom, except such as may be sanctioned by the Association. By this is meant that no expenses may be incurred or commitments made by the Manager in connection with the maintenance and operation of the property in excess of the amounts allocated to the various classifications of expense in the budget without the prior consent of the Association, except that if necessary, because of an emergency or lack of sufficient time to obtain such prior consent, a special cost may be experienced provided it is brought promptly to the attention of the Association in writing.

Section 15. Rentals: Should the Manager be retained by individual owners to serve as a rental agent, it is understood that Manager shall have primary responsibility to the Association. Manager shall not perform any services for or carry out any duties of individual owners in its capacity as rental agent which shall be to the detriment of the Association as a whole.

Section 16. Standards: It shall be the duty of the Manager at all times during the term of this Agreement to operate and maintain the condominium according to its determination of the standards set by it consistent with the overall plan of the Board of Directors and the interest of the Unit Owners. The Manager shall see that all Unit Owners are informed with respect to such rules, regulations and notices as may be promulgated by the Association from time to time.

ARTICLE V - MANAGER AS AGENT OF ASSOCIATION

Section 1. Everything done by the Manager under the provisions of Article IV shall be done as agent of the Association, and all obligations or expenses

incurred thereunder shall be for the account, on behalf, and at the expense of the Association. Any payment to be made by the Manager hereunder shall be made out of such sums as are available in the special accounts of the Association to pay any sum, except out of funds held or provided as aforesaid, nor shall the Manager be obliged to incur any liability or obligation for the account of the Association without assurance that the necessary funds for the discharge thereof will be provided.

ARTICLE VI - BANK

Section 1. The Manager shall, following the opening thereof by the Association, in a bank as chosen by the Association and in a manner to indicate the custodial nature thereof, for the deposit of its monies, with authority to draw thereon liabilities or obligations incurred pursuant to this Agreement, and for the payment of the Manager's fee, all of which payments shall be subject to the limitations of this Agreement.

ARTICLE VII - COMPENSATION

Section 1. For Management: a monthly management fee of \$30.00 for each one bedroom unit and a monthly management fee of \$35.00 for each two bedroom unit (closed and/or occupied units) shall be paid to the Manager.

Amounts due for the above services may be deducted by the Manager from receipts. Manager is entitled to deduct such compensation when due from funds then in its possession, regardless of any payments then required by it to be made.

ARTICLE VIII - TERMINATION

Section 1. Term: This Agreement shall be in effect for a term of five (5) years from the date of execution and renewable on a year to year basis upon the consent of the Board of Directors of the Association, not less than thirty (30) days prior to the end of the contract.

Section 2. Accounting: Upon termination, the contracting parties shall account to each other with respect to all matters outstanding as of the date of termination, and the Association shall furnish the Manager security satisfactory to the Manager, against any outstanding obligations or liabilities which the Manager may have incurred hereunder.

Section 3. Termination for Cause: If there arises a dispute between the Association and the Manager, and if in the opinion of the aggrieved party, the offending party has committed a material breach of this Agreement, the aggrieved party will serve written notice upon the offending party setting forth the details of such alleged breach. If the offending party does not, within fifteen (15) days after mailing such notices by certified mail with return receipt requested, cure such breach, or if such breach is of nature that it can not be cured within the fifteen (15) day period and if the offending party does not diligently proceed with all acts required to cure such breach, this contract may be terminated without prejudice after five (5) days written notice by certified mail with return receipt requested, to be subject, however, to any and all rights and remedies available to the aggrieved party.

ARTICLE IX - GENERAL

Section 1. Obligation: This Agreement shall constitute a binding obligation upon the contracting parties, their respective successors and assigns. This Agreement may not be assigned without the consent of all parties.

Section 2. Entire Agreement: This Agreement shall constitute the entire Agreement between the contracting parties, and variance or modification thereof shall not be valid and enforceable, except by supplemental agreement

in writing, executed and approved in the same manner as this Agreement.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement the day and year first above written.

In the presence of:

Good Morgan J
Ethel L. Chalfant

SANDAL COVE CONDOMINIUM II ASSOCIATION, INC.

By

Herald R. Carter

Good Morgan J
Ethel L. Chalfant

SOUTHERN PROPERTIES MANAGEMENT I, INC.

By

Herald R. Carter

SANDAL COVE CONDOMINIUM II
1977 ESTIMATED OPERATING BUDGET
BUILDING 1007

ITEM	ANNUAL
1. Water and Garbage	\$ 1,000.00
Sewer	1,000.00
Electricity	1,070.00
2. Management Contract	2,600.00
3. Insurance	400.00
4. Maintenance	
a. Pool supplies	100.00
b. Electrical supplies	30.00
5. Miscellaneous	<u>40.00</u>
TOTAL ESTIMATED 1977 OPERATING BUDGET	\$6,240.00

UNIT SIZE	NUMBER OF UNITS	UNIT RECEIPTS		ANNUAL RECEIPTS
		MONTHLY CHARGE	MONTHLY RECEIPTS	
1 bedroom	8	\$30.00	\$240.00	\$2880.00
2 bedrooms	8	35.00	<u>\$280.00</u>	<u>3360.00</u>
TOTAL UNIT RECEIPTS			\$520.00	\$ 6240.00

Taxes, insurance and other personal expenses pertaining to each unit and its contents have been excluded from this itemization.

Budget for Building 1009, construction of which is estimated to be completed by May 1978, will be filed as an amendment to this Declaration upon substantial completion of said Building 1009.

SANDAL COVE CONDOMINIUM II

Schedule of 1007 Bayshore Drive, Undivided Share of the Common
Expenses of SANDAL COVE CONDOMINIUM II ASSOCIATION, INC.

<u>Unit Number</u>	<u>Share</u>
	2.885
101	2.885
102	3.365
103	3.365
104	3.365
105	3.365
106	2.885
107	2.885
108	2.885
201	2.885
202	3.365
203	3.365
204	3.365
205	3.365
206	2.885
207	2.885
208	

Schedule of Monthly Recreational Lease Rental and Management
Contract Fee for each Unit in 1007, Bayshore Drive,
SANDAL COVE CONDOMINIUM II.

<u>Unit Number</u>	<u>Recreational Lease Rental</u>	<u>Monthly Management Fee</u>	<u>Total</u>
101	\$20.00	\$30.00	\$50.00
102	20.00	30.00	50.00
103	25.00	35.00	60.00
104	25.00	35.00	60.00
105	25.00	35.00	60.00
106	25.00	35.00	60.00
107	20.00	30.00	50.00
108	20.00	30.00	50.00
201	20.00	30.00	50.00
202	20.00	30.00	50.00
203	25.00	35.00	60.00
204	25.00	35.00	60.00
205	25.00	35.00	60.00
206	25.00	35.00	60.00
207	20.00	30.00	50.00
208	20.00	30.00	50.00

SANDAL COVE CONDOMINIUM II

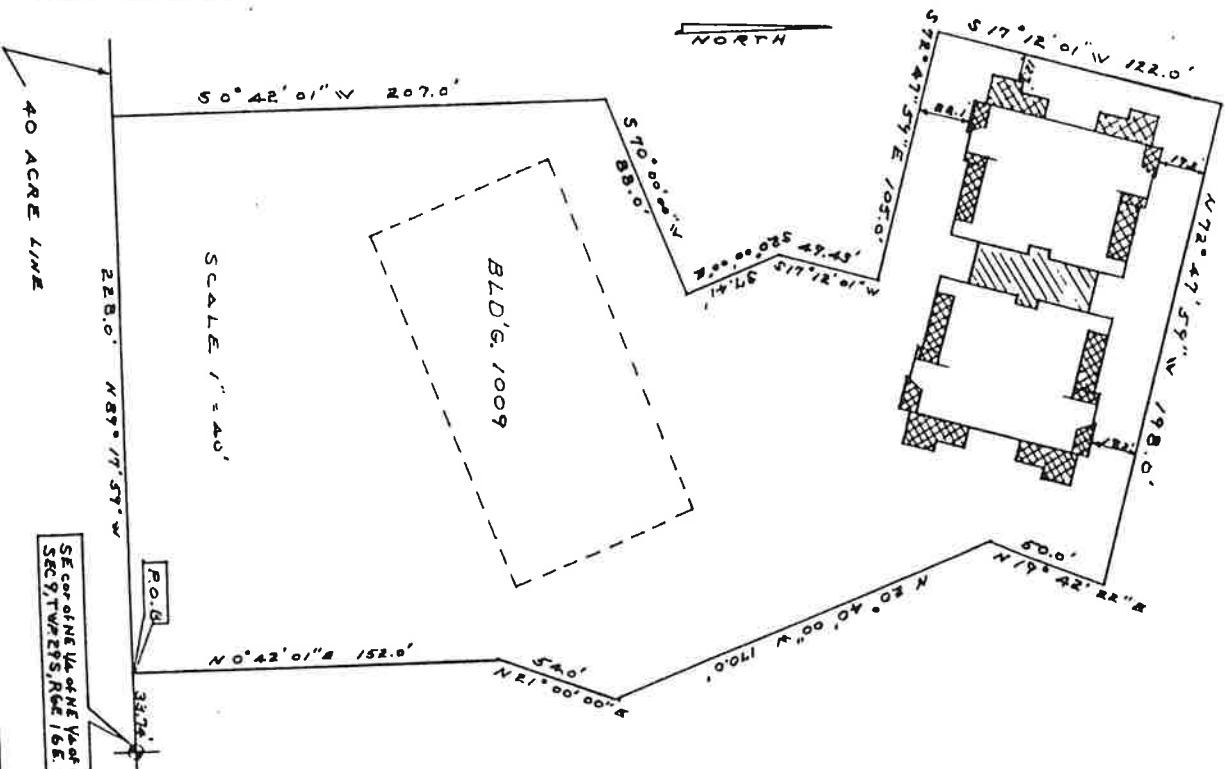
Schedule of 1009 Bayshore Drive, Undivided Share of the Common
Expenses of SANDAL COVE CONDOMINIUM II ASSOCIATION, INC.

<u>Unit Number</u>	<u>Share</u>
101	2.885
102	2.885
103	3.365
104	3.365
105	3.365
106	3.365
107	2.885
108	2.885
201	2.885
202	2.885
203	3.365
204	3.365
205	3.365
206	3.365
207	2.885
208	2.885

Schedule of Monthly Recreational Lease Rental and Management
Contract Fee for each Unit in 1009, Bayshore Drive,
SANDAL COVE CONDOMINIUM II.

<u>Unit Number</u>	<u>Recreational Lease Rental</u>	<u>Monthly Management Fee</u>	<u>Total</u>
101	\$20.00	\$30.00	\$50.00
102	20.00	30.00	50.00
103	25.00	35.00	60.00
104	25.00	35.00	60.00
105	25.00	35.00	60.00
106	25.00	35.00	60.00
107	20.00	30.00	50.00
108	20.00	30.00	50.00
201	20.00	30.00	50.00
202	20.00	30.00	50.00
203	25.00	35.00	60.00
204	25.00	35.00	60.00
205	25.00	35.00	60.00
206	25.00	35.00	60.00
207	20.00	30.00	50.00
208	20.00	30.00	50.00

BUILDING 1007-1009
SANDAL COVE
CONDOMINIUM II
SEC. 9, T-29-S, R-16-E, SAFETY HARBOR, PINELLAS COUNTY, FLORIDA



LEGAL DESCRIPTION:
From the S.E. corner of the NE 1/4 of the NE 1/4 of Sec. 9, Twp. 29 S., Range 16 E., run thence N 89°17'59" W along the 40 acre line 33.74 ft. to the point of Beginning; thence N 0°42'01" E 152.0 ft.; thence N 21°00'00" E 54.0 ft.; thence N 20°40'00" W 170.0 ft.; thence N 19°42'22" E 50.0 ft.; thence N 72°47'59" W 198.0 ft.; thence S 17°12'01" W 122.0 ft.; thence S 72°47'59" E 105.0 ft.; thence S 17°12'01" W 49.43 ft.; thence S 20°00'00" E 37.41 ft.; thence S 70°00'00" W 88.0 ft.; thence S 0°42'01" W 207.0 ft. to the 40 acre line; thence N 89°17'59" W along said 40 acre line, 228.0 ft. to the point of Beginning.

SURVEYOR'S CERTIFICATE
The undersigned, being a surveyor duly licensed and authorized to practice in the State of Florida hereby represents that he has caused to be surveyed the lands, buildings, structures and improvements upon the premises herein described and that the construction of all such improvements are as represented herein and are sufficiently complete so that the material herein relating to matters of survey constitute a correct representation of the improvements described and that there can be determined therefrom the identification, location and dimensions of each of the common elements and of each unit so described.

By *William C. Keating*
William C. Keating, P.A.R.L.S. No. 1528

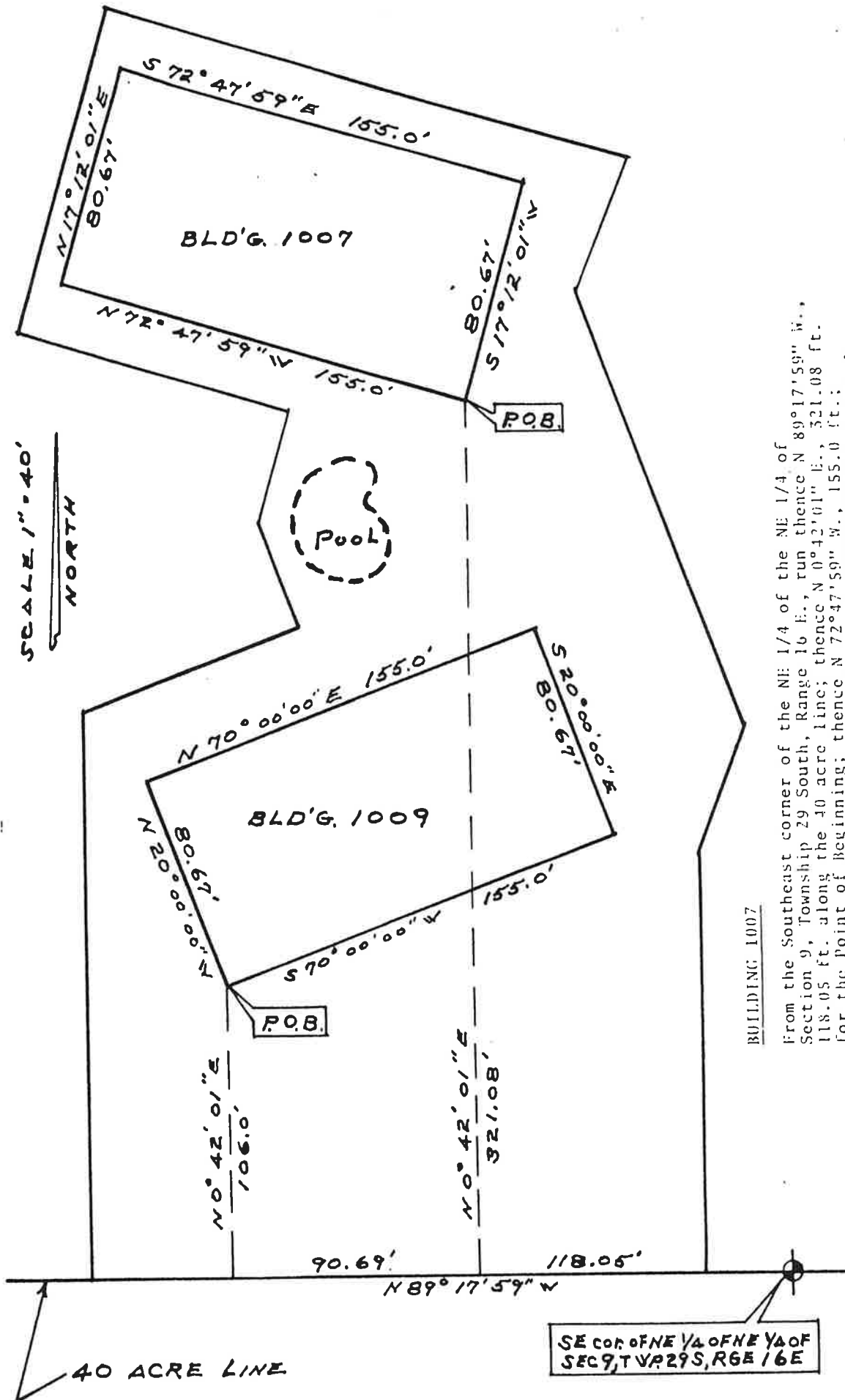
DEDICATION
All persons shall know by these presents that we, GERALD R. CUSTER and NANCY CUSTER, d/b/a SOUTHERN PROPERTIES, a Partnership, have caused land embraced in the plat to be surveyed, laid out and platted as SANDAL COVE CONDOMINIUM II, and that the easements as shown hereon are dedicated for the use as stated in the Condominium Declaration.

Gerald R. Custer
GERALD R. CUSTER
Nancy Custer
NANCY CUSTER

ACKNOWLEDGEMENT
COUNTY OF PINELLAS) ss
STATE OF FLORIDA)
I HEREBY CERTIFY that on the 12th day of April, 1977, before me a Notary Public in and for said County, personally appeared GERALD R. CUSTER and NANCY CUSTER as partners of SOUTHERN PROPERTIES, to me known to be the persons described in and who executed the foregoing Declaration and they acknowledged the execution thereof to be their own free act and deed.

My Commission expires:
THE 2nd day of July, 1980.
Notary Public

SEAL OF THE COUNTY OF PINELLAS
SEC. 9, TWP. 29 S., R. 16 E.



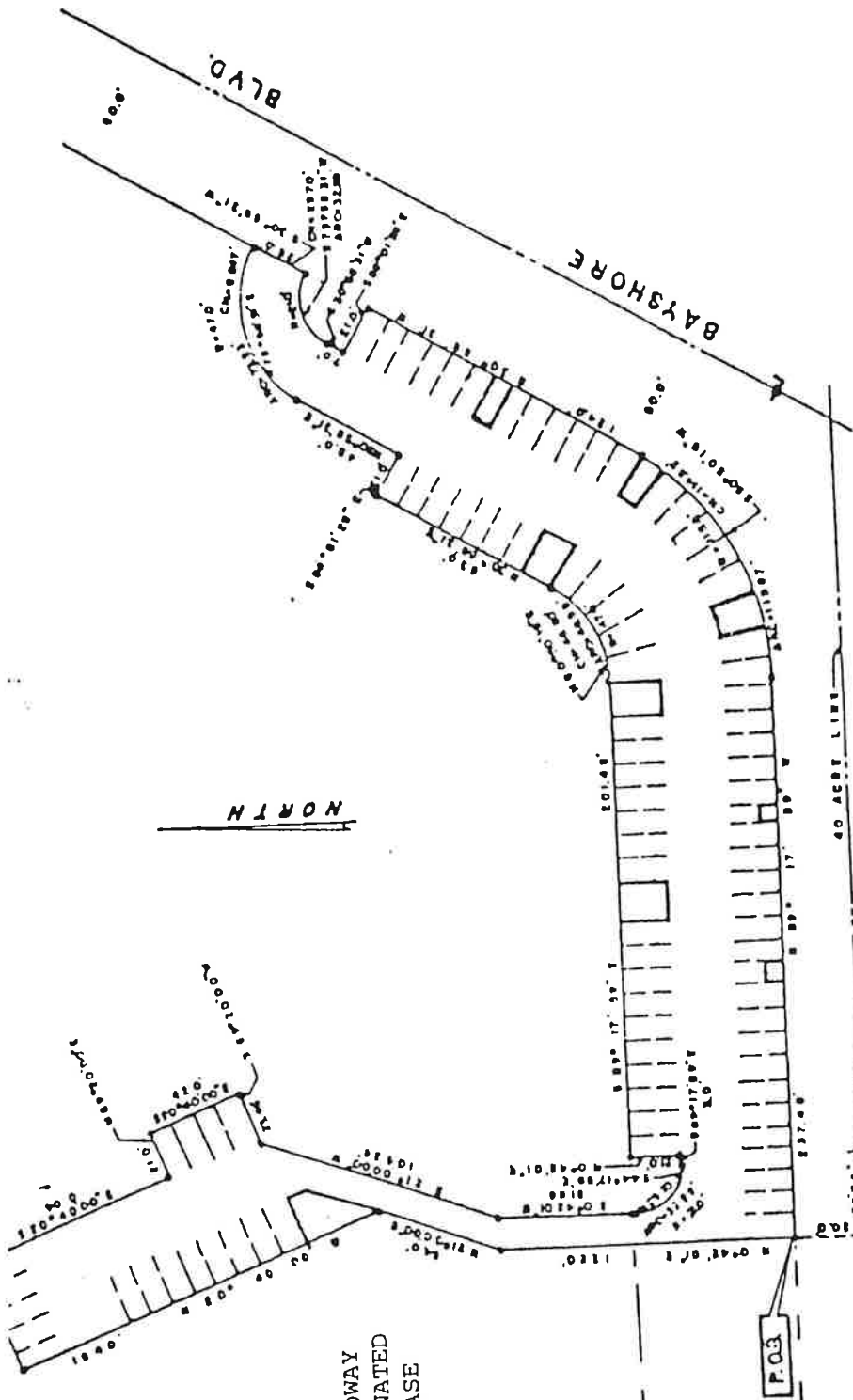
BUILDING 1007

From the Southeast corner of the NE 1/4 of the NE 1/4 of Section 9, Township 29 South, Range 16 E., run thence N 89° 17' 59" W., 118.05 ft. along the 40 acre line; thence N 0° 42' 01" E., 321.08 ft. for the Point of Beginning; thence N 72° 47' 59" W., 155.0 ft.; thence N 17° 12' 01" E., 80.67 ft.; thence S 72° 47' 59" E., 155.0 ft.; thence S 17° 12' 01" W., 80.67 ft. to the P.O.B.

BUILDING 1009

From the Southeast corner of the NE 1/4 of the NE 1/4 of Section 9, Township 29 South, Range 16 E., run thence N 89° 17' 59" W., 208.74 ft. along the 40 acre line; thence N 0° 42' 01" E., 106.0 ft. for the Point of Beginning; thence N 20° 00' 00" W., 80.67; thence N 70° 00' 00" E., 155.0 ft.; thence S 20° 00' 00" E., 80.67 ft.; thence S 70° 00' 00" W., 155.0 ft. to the P.O.B.

DESIGNATION OF EASEMENT FOR PROPOSED ROADWAY
FOR INGRESS, EGRESS AND PARKING AS DESIGNATED
IN THE DECLARATION OF CONDOMINIUM AND LEASE
TO THE ASSOCIATION AS FILED HEREIN.

[illegible]

April 3, 1973.

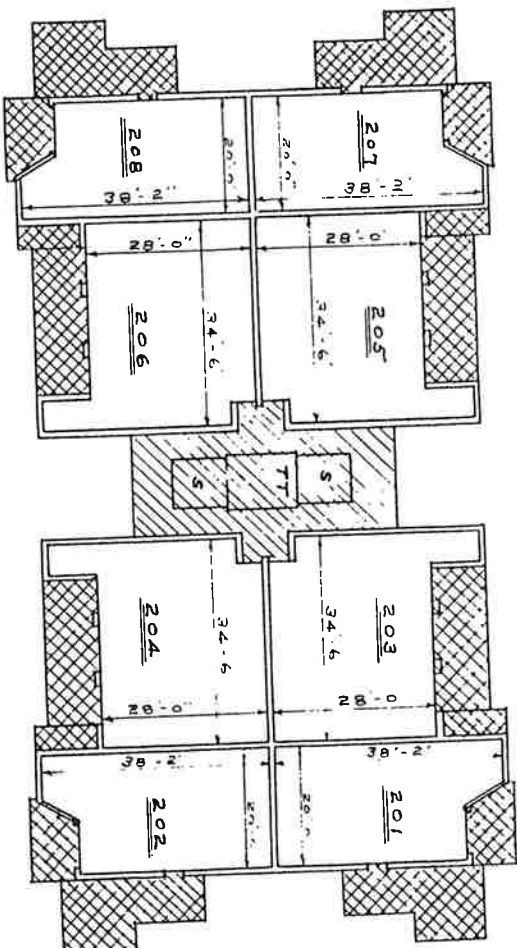
BUILDING 1007
SANDAL COVE
CONDOMINIUM II
SEC. 9, T-29-S, R-16-E, SAFETY HARBOR, PINELLAS COUNTY, FLORIDA

LEGEND	
LA	= LAUNDRY AREA
S	= STAIRWAY
TT	= TV & TEL. EQUIP. ROOM
ED	= ELEC. EQUIP. PANELS
▨	= INDICATES COMMON ELEMENT
▩	= INDICATES LIMITED COMMON ELEMENT

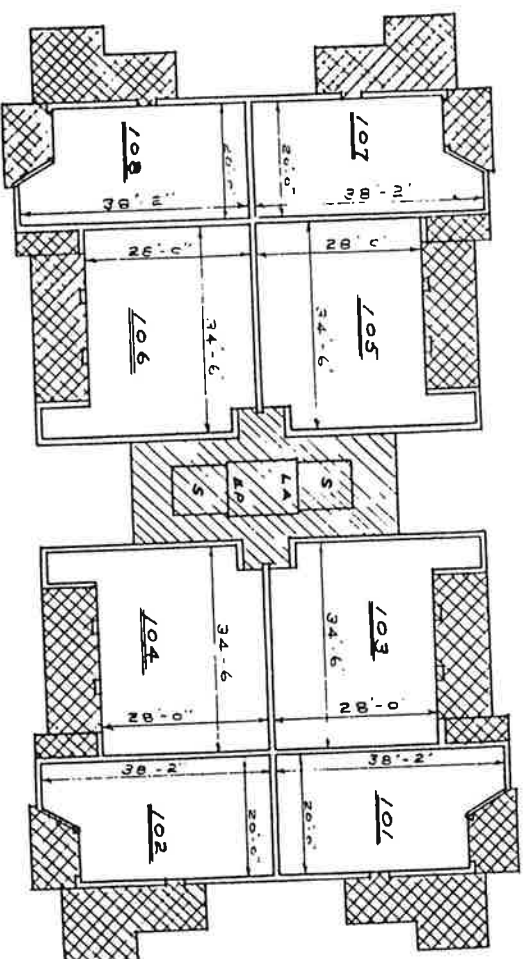
NOTES:
1. ALL BOUNDARY WALLS ARE COMMON ELEMENTS
2. THE DIMENSIONS AND LIMITS OF THE INDIVIDUAL UNITS ARE ALONG THE INTERIOR FACES OF THE BOUNDARY WALLS AND ARE TYPICAL FOR LIKE UNITS

FINISH FLOOR & CEILING ELEVATIONS		
FLOOR NO.	ELEV.	UNIT NUMBERS
<u>FIRST</u>		
CEILING	18.93	102, 104, 106, 108,
FLOOR	10.76	101, 103, 105, 107
<u>SECOND</u>		
CEILING	27.55	202, 204, 206, 208,
FLOOR	19.43	201, 203, 205, 207,

NOTE: ELEVATIONS ARE BASED UPON MEAN SEA LEVEL.



SECOND FLOOR
NOT TO SCALE



FIRST FLOOR
NOT TO SCALE

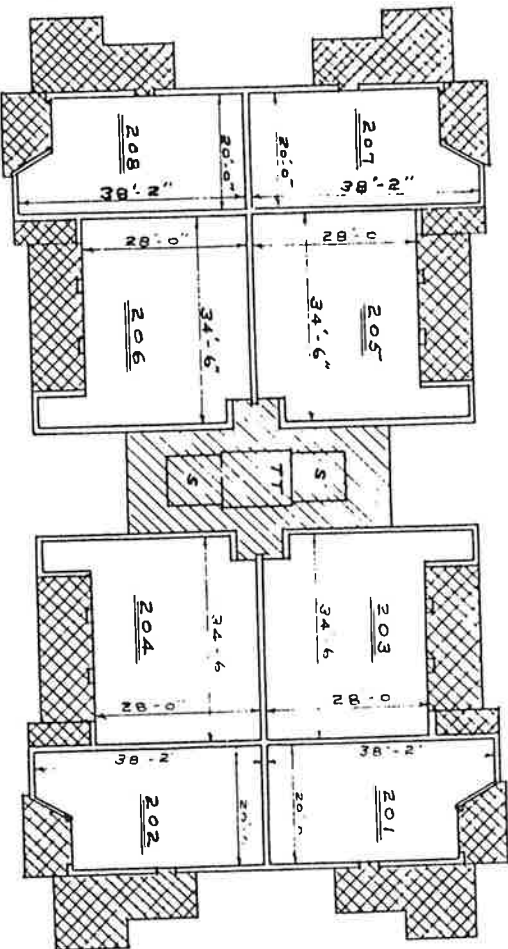
BUILDING 1009
SANDAL COVE
CONDOMINIUM I
SEC. 9, T-29-S, R-16-E, SAFETY HARBOR, PINELLAS COUNTY, FLORIDA

LEGEND	
LA	= LAUNDRY AREA
S	= STAIRWAY
TT	= TV & TEL. EQUIP. ROOM
ED	= ELEC. EQUIP. PANELS
▨	= INDICATES COMMON ELEMENT
▩	= INDICATES LIMITED COMMON ELEMENT

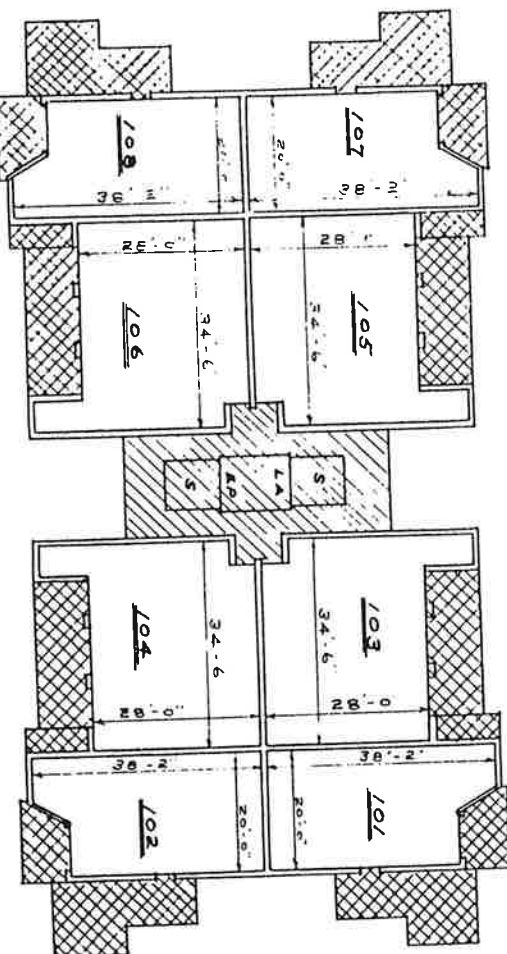
NOTES:
1. ALL BOUNDARY WALLS ARE COMMON ELEMENTS
2. THE DIMENSIONS AND LIMITS OF THE INDIVIDUAL UNITS ARE ALONG THE EXTERIOR FACES OF THE BOUNDARY WALLS AND ARE TYPICAL FOR LIKE UNITS

3. THIS REPRESENTS THE NUMBER AND GENERAL SIZE OF UNITS TO BE CONSTRUCTED. AMENDMENT OF THIS EXHIBIT WILL BE FILED WHEN BUILDING IS SUBSTANTIALLY COMPLETE.

NORTH



SECOND FLOOR
NOT TO SCALE

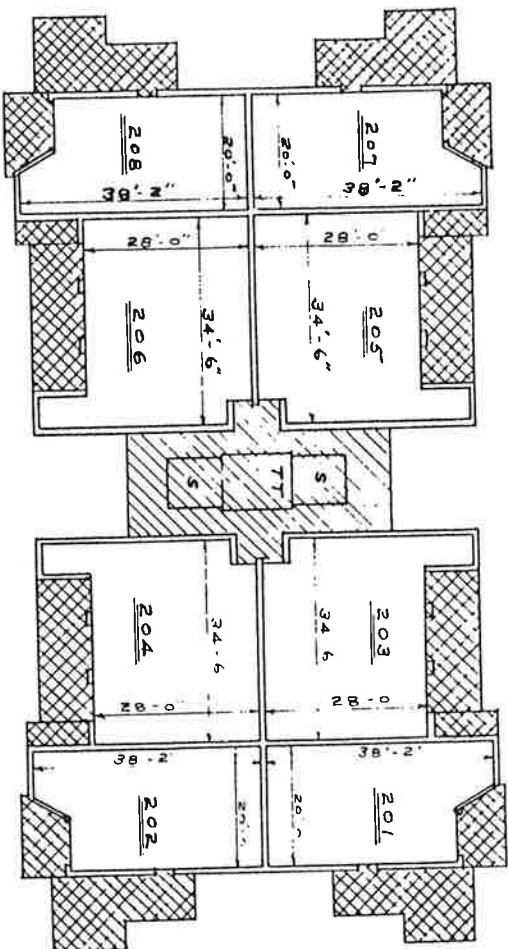


FIRST FLOOR
NOT TO SCALE

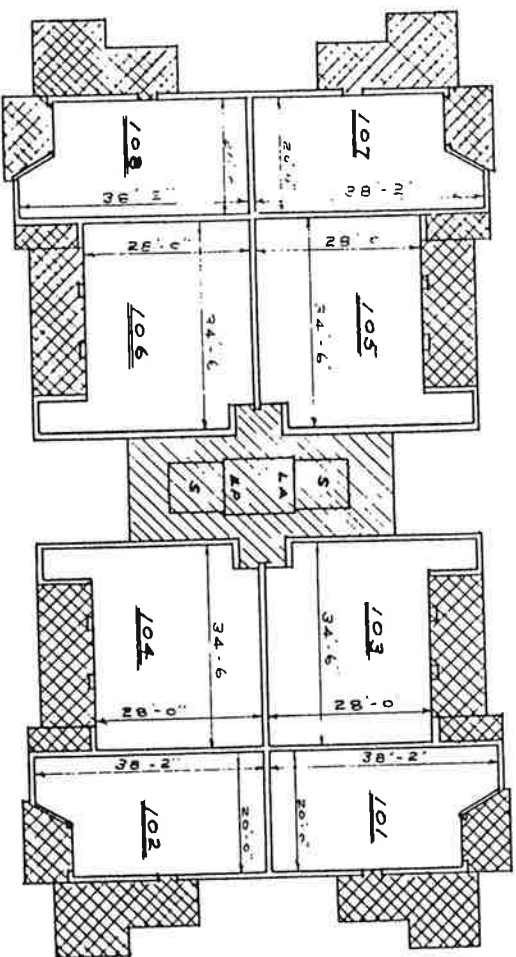
BUILDING 1009
SANDAL COVE
CONDOMINIUM II
SEC. 9, T-29-S, R-16-E, SAFETY HARBOR, PINELLAS COUNTY, FLORIDA

LEGEND	
LA	= LAUNDRY AREA
S	= STAIRWAY
TT	= TV & TEL. EQUIP. ROOM
EP	= ELEC. EQUIP. PANELS
▨	= INDICATES COMMON ELEMENT
▩	= INDICATES LIMITED COMMON ELEMENT

- NOTES:
1. ALL BOUNDARY WALLS ARE COMMON ELEMENTS
 2. THE DIMENSIONS AND LIMITS OF THE INDIVIDUAL UNITS ARE ALONG THE INTERIOR FACE OF THE BOUNDARY WALLS AND ARE TYPICAL FOR LIKE UNITS
 3. THIS REPRESENTS THE NUMBER AND GENERAL SIZE OF UNITS TO BE CONSTRUCTED. AN AMENDMENT OF THIS EXHIBIT WILL BE FILED WHEN BUILDING IS SUBSTANTIALLY COMPLETE.



SECOND FLOOR
NOT TO SCALE



FIRST FLOOR
NOT TO SCALE

LEASE AGREEMENT

THIS LEASE, made this 9th day of May, 1977, by and between GERALD R. CUSTER and E. NANCY CUSTER, herein called the "Lessor", and SANDAL COVE CONDOMINIUM II ASSOCIATION, INC., a Florida corporation, not for profit, hereinafter called the "Lessee".

WITNESSETH:

That the Lessor and the Lessee, for and in consideration of the mutual covenants herein contained, and in consideration of the payments and undertakings herein made, have covented and agreed with each other as follows:

1. Agreement. Lessor hereby leases to the Lessee, certain property, situate in Pinellas County, Florida, more particularly described in Exhibit "A" attached hereto and made a part hereof.

2. Lease Term. Unless otherwise terminated as herein provided, this lease shall be for a period of fifty (50) years commencing the 9th day of May, 1977 and ending the 8th day of May, 2027.

3. Rent.

(a) Rent shall be paid to the Lessor at Lessor's address, unless Lessor designates another place. The rent for the leased premises shall be as provided herein and shall be paid without abatement, deduction or set-off for any reason.

(b) Commencing June 1, 1977, and payable during the term of this lease, the Lessee shall pay Lessor as basic rent for the leased premises the sum of Eight Thousand Six Hundred Forty Dollars (\$8,640.00) each year, payable on the 1st day of each month in equal monthly installments.

4. Description of improved property. The property being leased under this agreement, together with all the appurtenances hereinafter erected or otherwise placed upon the premises (said property hereinafter called the "premises") is located in Pinellas County, Florida, and more particularly described in attached Schedule "A", and depicted in attached Exhibit "F-1" both of which are incorporated herein by this reference. Attached Exhibit "F-1" is provided for the purpose of illustrating the relative location of the leased premises.

5. Taxes and assessments. Lessee shall pay without abatement, deduction, or off-set the following sums: All real and personal property taxes, general and special assessments, use or sales taxes, and other charges of every description levied on or assessed against the premises, improvements located on the premises, personal property located on or in the land or improvements, the leasehold estate, or any sub-leasehold estate, to the full extent of installments falling due during the term, whether belonging to or chargeable against Lessor or Lessee. Lessee shall make all such payments direct to the charging authority before delinquency and before any fine, interest, or penalty shall become due or be imposed by operation of law for their nonpayment. If, however, the law expressly permits the payment of any or all of the above items in installments (whether or not interest accrues on the unpaid balance), Lessee may, at Lessee's election, utilize the permitted installment method, but shall pay each installment with any interest before delinquency.

6. Lessee's right to contest. Lessee may contest the legal validity or amount of any taxes, assessments, or charges for which Lessee is responsible under this lease, and may institute such proceedings as Lessee considers necessary. If Lessee contests any such tax, assessment, or charge, Lessee may withhold or defer payment or pay under protest but shall protect Lessor and the premises from any lien by adequate surety bond or other appropriate security.

Lessor appoints Lessee as Lessor's attorney-in-fact for the purpose of making all payments to any taxing authorities and for the purpose of contesting any taxes, assessments, or charges, conditioned on Lessee's preventing any liens from being levied on the premises or on Lessor.

7. Maintenance of premises.

(a) Definition of duty: compliance with laws. Throughout the term, Lessee shall, at Lessee's sole cost and expense, maintain the premises and all improvements in good condition and repair, and in accordance with all applicable laws, rules, ordinances, orders and regulations of (1) federal, state, county, municipal, and other governmental agencies and bodies having or claiming jurisdiction and all their respective departments, bureaus, and officials; (2) the insurance underwriting board or insurance inspection bureau having or claiming jurisdiction; and (3) all insurance companies insuring all or any part of the premises or improvements or both.

Lessee shall promptly and diligently repair, restore, and replace as required to maintain or comply as above, or to remedy all damage to or destruction of all or any part of the improvements. The completed work of maintenance, compliance, repair, restoration, or replacement shall be equal in value, quality, and use to the condition of the improvements before the event giving rise to the work. Lessor shall not be required to furnish any services or facilities or to make any repairs or alterations of any kind in or on the premises. Lessor's election to perform any obligation of Lessee under this provision on Lessee's failure or refusal to do shall not constitute a waiver of any right or remedy for Lessee's default, and Lessee shall promptly reimburse, defend, and indemnify Lessor against all liability, loss, cost, and expense arising from it.

No deprivation, impairment, or limitation of use resulting from any event or work contemplated by this paragraph shall entitle Lessee to any offset, abatement, or reduction in rent nor to any termination or extension of the term.

8. Ownership of improvements. Title to all improvements on the premises at the commencement date of this lease and all improvements hereafter constructed on the premises shall be owned by the Lessor. All real property improvements shall be non-removable. All fixtures and personalty of Lessee (whether now or hereafter existing) shall at all times remain Lessee's property and may be removed or replaced at any time during the term of this lease or at the termination hereof.

9. Assignment. This lease agreement is non-assignable by Lessee. It is understood and agreed, however, that the Lessor retains the right to assign, in whole or in part, Lessor's right, title and interest in and to this agreement and the premises leased hereunder.

10. Insurance.

(a) Lessee's duty to keep improvements insured. Throughout the term, at Lessee's sole cost and expense, Lessee shall keep or cause to be kept insured for the mutual benefit of Lessor and Lessee (and Mortgagee to the extent hereinafter provided for), all improvements located on or appurtenant to the premises against loss or damage by flood, fire and such other risks as are now or hereafter included in an extended coverage endorsement in common use for similar structures, including vandalism and malicious mischief. The amount of the insurance shall be sufficient to prevent either Lessor, Mortgagee, or Lessee from becoming a coinsurer under the provisions of the policies, but in no event shall the amount be less than eighty (80%) percent of the then actual replacement cost (hereinafter called "full insurable value"). In all insurance policies and endorsements required by this lease, so long as any Mortgage encumbers the premises, Lessee shall have Mortgagee included as a loss payee to the extent of its Mortgage interests pursuant to a New York standard Mortgage Clause. All such insurance proceeds, including such proceeds which represent the interest of the Lessee, Lessor and Mortgagee, shall be used for the purposes of rebuilding and repairing any damage to the improvements located on or appurtenant to the premises caused by such risks for which the insurance proceeds are payable.

11. Public liability insurance. Throughout the term, at Lessee's sole cost and expense, Lessee shall keep or cause to be kept in force, for the mutual benefit of Lessor and Lessee, comprehensive broad form general public liability insurance against claims and liability for personal injury, death, or property damage arising from the use, occupancy, disuse, or condition of the premises, improvements, or adjoining areas or ways, providing protection of at least \$100,000.00 for bodily injury or death to any one person, at least \$300,000.00 for any one accident or occurrence, and at least \$25,000.00 for property damage.

12. Condemnation. In the event that the demised premises, or a substantial portion thereof, are taken or condemned for a public or quasi-public use, this lease shall terminate as of the date title shall vest in the condemnor, and the rent shall be apportioned as of said date. No part of any award shall belong to Lessee.

In the event only a portion of the demised premises be taken, the taking of which does not destroy the purpose, utility and use of the remaining portion for its intended use pursuant to the terms of this lease, then the lease shall continue in full force and effect as to the remaining portion of the demised premises with no abatement of rental.

In the event that such taking is so substantial as to reduce the utility or use of the remaining portion for its intended use pursuant to the terms of this lease, then the lease shall continue in full force and effect as to such remaining portion of the demised premises with an abatement of rent that shall be just and equitable. In the event the parties cannot agree on an equitable abatement, each agrees forthwith to appoint an arbitrator, the two of whom shall appoint a third arbitrator and the arbitration board, as constituted, shall determine such abatement. Lessor, in such event, shall rebuild and restore improvements on the demised premises at its expense, as nearly in conformity with the improvements as they existed prior to their being damaged by such condemnation as possible.

All awards of any kind or nature by law accruing to either the Lessor or the Lessee, shall belong solely to the Lessor.

13. Default. Each of the following events shall be a default by Lessee and a breach of this lease:

(a) Failure to perform lease covenants. Abandonment or surrender of the premises or of the leasehold estate, or failure or refusal to pay when due any installment of rent or any other sum required by this lease to be paid by Lessee, or to perform as required or conditioned by any other covenant or condition of this lease.

(b) Attachment or other levy. The subjection of any right or interest of Lessee to attachment, execution, or other levy, or to seizure under legal process, if not released within thirty (30) days.

(c) Appointment of receiver. The appointment of a receiver to take possession of improvements, of Lessee's interest in the leasehold estate, or of Lessee's operations on the premises for any reason, including but not limited to, assignment for benefit of creditors or voluntary or involuntary bankruptcy proceedings, but not including receivership (1) pursuant to administration of the estate of any deceased or incompetent Lessee or of any deceased or incompetent individual member of any Lessee, or (2) pursuant to any of the Mortgages; receivership pursuant to any leasehold mortgage permitted under the terms of this lease, however, shall constitute a default.

(d) Insolvency and bankruptcy. An assignment by Lessee for the benefit of creditors or the filing of a voluntary or involuntary petition by or against Lessee under any law for the purpose of adjudicating Lessee a bankrupt; or for extending time for payment, adjustment, or satisfaction of Lessee's liabilities; or for reorganization, dissolution, or arrangement on account of or to prevent bankruptcy or insolvency; unless the assignment or proceeding, and all consequent orders, adjudications, custodies, and supervisions are dismissed, vacated, or otherwise permanently stayed or terminated within thirty (30) days after the assignment, filing, or other initial event; provided there shall be no curative period where such petition, assignment or proceeding is voluntary on the part of the Lessee.

(e) Default in mortgage payment. Default or delinquency in the payment of any loan of Lessee secured by a leasehold mortgage permitted by Lessor to be placed by Lessee against Lessor's title.

15. Lessee's rights in the event of default. If the alleged default is nonpayment of rent, taxes, or other sums to be paid by Lessee as provided in the paragraph on rent, or elsewhere in this lease directed to be paid (except insurance premiums), Lessee shall have ten (10) days after notice is given to cure the default. For the cure of any other default, Lessee shall promptly and diligently after the notice commence curing the default and shall have twenty (20) days after notice is given, to complete the cure or such longer period as is consented to by Lessor which consent shall not be unreasonably withheld; provided, however, any default in the payment of insurance premiums shall be cured in the grace period provided in the insurance policy and any default to provide insurance coverage required under this lease shall be cured immediately upon notice to Lessee from Lessor; and if the alleged default is under paragraph 13(b) or 13(d) above, there shall be no curative period except as provided for therein.

14. Lessor's rights in the event of default. If any default by Lessee shall continue uncured, following notice of default, if any, as required by this lease, for the period applicable to the default under the applicable provision of this lease, Lessor has the following remedies in addition to all other rights and remedies provided by law or equity, to which Lessor may resort cumulatively or in the alternative:

(a) Termination. Lessor may at Lessor's election terminate this lease by giving Lessee notice of termination. On the giving of the notice, all Lessee's rights in the premises and in all improvements shall terminate. Promptly after notice of termination, Lessee shall surrender and vacate the premises and all improvements, and Lessor may reenter and take possession of the premises and all improvements. Termination under this paragraph shall not relieve Lessee from the payment of any sum then due to Lessor or from any claim for damages previously accrued or then accruing against Lessee.

(b) Reentry without termination. Lessor may at Lessor's election reenter the premises, and, without terminating this lease, at any time from time to time relet the premises and improvements or any part or parts of them for the account and in the name of Lessee or otherwise. Any reletting may be for the remainder of the term or for a longer or shorter period subject to the prior written consent of Mortgagee (if any). Lessor may execute any leases made under this provision either in Lessor's name or in Lessee's name and shall be entitled to all rents from the use, operation, or occupancy of the premises or improvements or both. Lessee shall nevertheless pay to Lessor on the due dates specified in this lease the equivalent of all sums required of Lessee under this lease, plus Lessor's expenses, less the avails of any reletting or attornment. No act by or on behalf of Lessor under this provision shall constitute a termination of this lease unless Lessor gives Lessee notice of termination.

(c) Lessee's personal property. Lessor may at Lessor's election use Lessee's personal property or any of such property and fixtures without compensation and without liability for use or damage, or store them for the account and at the cost of Lessee. Provided, however, Lessee shall have the right to remove such personal property upon the termination of this lease. The election of one remedy for any one item shall not foreclose an election of any other remedy for another item or for the same item at a later date.

(d) Recovery of rent. Lessor shall be entitled at Lessor's election to each installment of rent or to any combination of installments for any period before termination, plus interest at the rate of fifteen (15%) percent per year from the due date of each installment. Avails of reletting or attorned subrents shall be applied, when received, as follows: (1) to Lessor to the extent that the avails for the period covered do not exceed the amount due from and charged to Lessee for the same period, and (2) the balance to Lessee. Lessor shall make reasonable efforts to mitigate Lessee's liability under this provision.

(e) Damages. Lessor shall be entitled to damages for all amounts that would have fallen due as rent between the time of termination of this lease and the time of the claim, judgment, or other award, less the avails of all relettings and attornments, plus interest on the balance at the rate of fifteen (15%) percent per year.

(f) Receiver. The Lessor shall have the right to have a receiver appointed, as provided by law, upon notice to Lessee. If at any time a receivership may be necessary to protect the premises or upon default by Lessee in the performance of its obligations under this lease, the Lessor shall as a matter of strict right and without consideration of the adequacy of the Lessee's interest in the lease, the solvency of the Lessee or the value of the premises, have the right to the appointment by any court having jurisdiction of a receiver to take charge of, maintain, care for, manage, preserve, protect and operate the premises and any business or businesses located thereon, to collect the rents, issues, profits and income thereof, to make all necessary and needed repairs, and to pay all taxes and insurance thereon.

16. Notice of Lessor's default; Lessee's waiver. Lessor shall not be considered to be in default under this lease unless (a) Lessee has given notice specifying the default and (b) Lessor has failed for thirty (30) days to cure the default, if it is curable, or to institute and diligently pursue reasonable corrective or ameliorative acts for noncurable defaults. Lessee shall have the right of termination for Lessor's default only after notice to and consent by all mortgagees under mortgages then existing.

17. Notice. In the event either of the parties to this instrument desires to give notice upon the other in connection with, and according to, the terms and conditions of this lease, all such notices shall be given by certified mail (return receipt requested). Such notice shall be deemed given upon receipt of same by the party to whom it is directed. Notices under this lease shall be addressed as follows:

FOR THE LESSOR, BONNER & HOGAN, P.A., P.O. Box 1640, Clearwater
Florida, 33517

FOR THE LESSEE, SANDAL COVE CONDOMINIUM II ASSOCIATION, INC.,
1007 Bayshore Drive, Safety Harbor, Florida 33572.

18. Waiver. One or more waivers of any covenant or condition by the Lessor shall not be construed as a waiver of a subsequent breach of the same covenant or condition; and, the consent or approval by Lessor to, or of, any act by Lessee requiring Lessor's consent or approval shall not be deemed to waive or render unnecessary Lessor's consent or approval to, or of, any subsequent similar act by Lessee.

19. Holding over. This lease shall terminate without further notice at expiration of the term. Any holding over by Lessee after expiration shall not constitute a renewal or extension or give Lessee any rights in or to the premises.

20. Arbitration. All disputes which arise under this Agreement requiring arbitration as set forth in any particular paragraph of this Agreement shall be conducted in accordance with the Florida Arbitration Code. Such disputes shall be finally and conclusively settled by a majority vote of three (3) arbitrators, one of whom shall be chosen by the Lessor and Lessee hereto and a third to be chosen by the two (2) arbitrators so chosen, provided, however, so long as any of Mortgagee's Mortgages encumber the premises, Mortgagee, Lessor and Lessee shall each select one arbitrator and such arbitrators shall designate a fourth arbitrator and the decision of three (3) of the four (4) arbitrators shall finally and conclusively settle disputes submitted to arbitration hereunder, and such arbitration shall bind the parties and Mortgagee. Any such decision shall be enforced in any court having competent jurisdiction. Any expense of such arbitration shall be shared equally by the Lessor and Lessee.

21. Attorneys' fees. If either party brings any action or proceeding to enforce, protect, or establish any right or remedy, the prevailing party shall be entitled to recover reasonable attorneys' fees. Arbitration is not an action or proceeding for the purpose of this provision.

22. Quiet possession. Upon payment by the Lessee of the rent as herein provided, and upon observance and performance of the covenants and conditions by the Lessee herein contained, the Lessee shall peaceably hold and enjoy the said premises for the term hereby leased without hindrance or interruption by the

Lessor or any other person lawfully or equitably claiming by, through, or under the Lessor, subject, however, to the provisions of this lease.

23. Financing. The leasehold estate is subject to a mortgage held by Exchange Bank and Trust Company, Clearwater, Florida. Lessee may not lease its leasehold estate under this lease without prior written consent of Lessor and the Exchange Bank and Trust Company of Clearwater.

24. Warranty of title. Lessor covenants and warrants that they have full right and lawful authority to enter into this lease for the full term herein granted and have a good and marketable title to the leased premises, free and clear of all occupancies, tenancies, mortgages, liens, and other encumbrances except the mortgage hereinabove referred to held by Exchange Bank and Trust Company of Clearwater.

25. Option to purchase. Lessor hereby grants to Lessee an option to purchase the fee title to the leased premises hereunder, together with all improvements thereon, on a date ten (10) years from the initial date of this instrument at a price to be then determined by agreement of the parties hereto. That in the event Lessee does not elect to exercise this option ten (10) years from the date hereof, Lessor agrees to renew said option on each anniversary date for the remaining term of this agreement. In the event Lessee elects to exercise the option of purchase it shall so notify Lessor of its intent in writing thirty (30) days prior to the tenth anniversary date of this instrument and/or each subsequent anniversary date of this instrument.

In the event Lessor wishes to sell their interest in and to the leased premises, Lessor agrees that they will furnish the Lessee and each unit owner a copy of any executed offer of purchase for said premises and shall withhold acceptance of such offer for a period of ninety (90) days during which time the Lessee shall have the option to purchase Lessor's interest on the terms and conditions as set forth in said offer of purchase. If Lessee elects to exercise said option, it shall notify Lessor in writing within the said ninety (90) day period.

26. Lessor's additional security. Lessee, in order to further secure the payment of its rental obligations set forth herein and further payments required to be made by Lessee under the terms of this agreement, by these presents does hereby assign, pledge and set over unto Lessor all assignments levied, or to be levied, by Lessee upon the unit owners during the term of this lease and does hereby grant to Lessor as its attorney-in-fact the right to make and levy assessments against the unit owners for the payment of any monies due Lessor pursuant to the terms of this lease in the event Lessee has failed and refused to make such assessments. The foregoing assignment and authority to levy shall become operative only upon Lessee's default of its requirement of payments under the terms and conditions of this lease.

As additional security to Lessor, Lessee hereby gives and grants unto Lessor a continuing first lien paramount and superior to all others, including unit owners, upon its assets and common surplus.

27. Indemnification. The Lessee indemnifies and agrees to save harmless the Lessor from and against any and all claims, debts, demands, or obligations which may be made against the Lessor or against the Lessor's title in the demised premises arising by reason of or in connection with the making of this lease, the ownership by the Lessee of its interests in this lease and in and to the demised premises, and the Lessee's use, occupancy and possession of the demised premises and if it becomes necessary for the Lessor to defend any actions seeking to impose any such liability, the Lessee will pay to the Lessor all costs and reasonable attorneys' fees incurred by the Lessor in effecting such defense in addition to any other sums which the Lessor may be called upon to pay by reason of the entry of a judgment against the Lessor in the litigation in which such claim is asserted.

28. Entire agreement. This lease contains the entire agreement between the parties as to the subject matter hereof. No promise, representation, warranty, or covenant not included in this lease has been or is relied on by either party. Each party has relied on his own examination of this lease, the counsel of his own advisors, and the warranties, representations, and covenants in the lease itself.

29. Severability. The invalidity or illogality of any provision shall not affect the remainder of the lease.

IN WITNESS WHEREOF, the parties hereto have hereunto executed this instrument for the purposes herein expressed, the day and year first above written.

Signed, sealed and delivered
in the presence of:

Gerald R. Custer
Ethel L. Chalfant

As to Lessor

Gerald R. Custer
Gerald R. Custer
E. Nancy Custer
E. Nancy Custer

LESSOR

SANDAL COVE CONDOMINIUM II ASSOCIATION, INC.

By Gerald R. Custer

Attest:

Ethel L. Chalfant
Secretary

LESSEE

SANDAL COVE CONDOMINIUM II APARTMENTS
PURCHASE AGREEMENT

THIS AGREEMENT, made and entered into this _____ day of _____, 197____, by and between GERALD R. CUSTER and E. NANCY CUSTER, of 1486 Pierce Street, Clearwater, Florida, 33516, hereinafter referred to as "Developer", and

hereinafter referred to as "Buyer", wherein the Buyer agrees to acquire the following described apartment in the SANDAL COVE Development, Safety Harbor, Florida, hereinafter referred to as "Apartment",

W I T N E S S E T H:

ORAL REPRESENTATIONS CANNOT BE RELIED UPON AS CORRECTLY STATING THE REPRESENTATIONS OF THE DEVELOPER. FOR CORRECT REPRESENTATIONS, REFERENCE SHOULD BE MADE TO THIS CONTRACT AND TO THE DOCUMENTS REQUIRED BY SECTION 718.503, FLORIDA STATUTES, TO BE FURNISHED BY DEVELOPER TO BUYER.

The apartment to be purchased is described as follows:

APARTMENT _____, BUILDING _____, SANDAL COVE CONDOMINIUM II.

The parties further agree:

1. The total purchase price is \$ _____, payable as follows:

2. Closing of this transaction shall be on or before _____, 197____ at _____

unless the closing is extended to cure a title defect or to permit the Developer to complete construction or to provide the disclosure documents described in Paragraph 6 hereof; in which event the closing shall occur within a reasonable time thereafter which, if the delay is related to Paragraph 6, shall mean fifteen (15) days after the last document is furnished, unless the deferral is waived by the Buyer as provided by law. The Developer agrees to complete construction of the apartment, if the same is not yet completed, and Developer anticipates completion of construction of the apartment on or about _____, 197____

3. At Developer's expense, title insurance showing good and insurable title shall be delivered to the Buyer upon closing. The commitment and fee policy shall be subject to SANDAL COVE CONDOMINIUM II Declaration of Condominium and its exhibits, standard exceptions and current taxes. Should the evidence of title not meet the requirements as specified, the Developer shall have a reasonable time after due notice of such defect to cure same sufficient to cause a title insurance commitment to issue; after which time, if such defect is not corrected so that there is merchantable or insurable title, then the Buyer may at his option withdraw any deposit made and be relieved from all obligations hereunder.

4. The condominium apartment shall be conveyed by warranty deed, and shall be free and clear of all encumbrances except easements, agree-

Schedule "A":

From the S.E. corner of the NE 1/4 of the NE 1/4 of Sec. 9, Twp. 29 S., Range 16 E., run thence N 89°17'59" W along the 40 acre line 33.74 ft. for the Point of Beginning; thence N 0°42'01" E, 152.0 ft.; thence N 21°00'00" E, 54.0 ft.; thence N 20°40'00" W, 170.0 ft.; thence N 19°42'22" E, 50.0 ft.; thence N 72°47'59" W, 198.0 ft.; thence S 17°12'01" W, 122.0 ft.; thence S 72°47'59" E, 105.0 ft.; thence S 17°12'01" W, 49.43 ft.; thence S 20°00'00" E, 37.41 ft.; thence S 70°00'00" W, 88.0 ft.; thence S 0°42'01" W, 207.0 ft. to the 40 acre line; thence N 89°17'59" W, along said 40 acre line, 228.0 ft. to the Point of Beginning.

LESS AND EXCEPT:

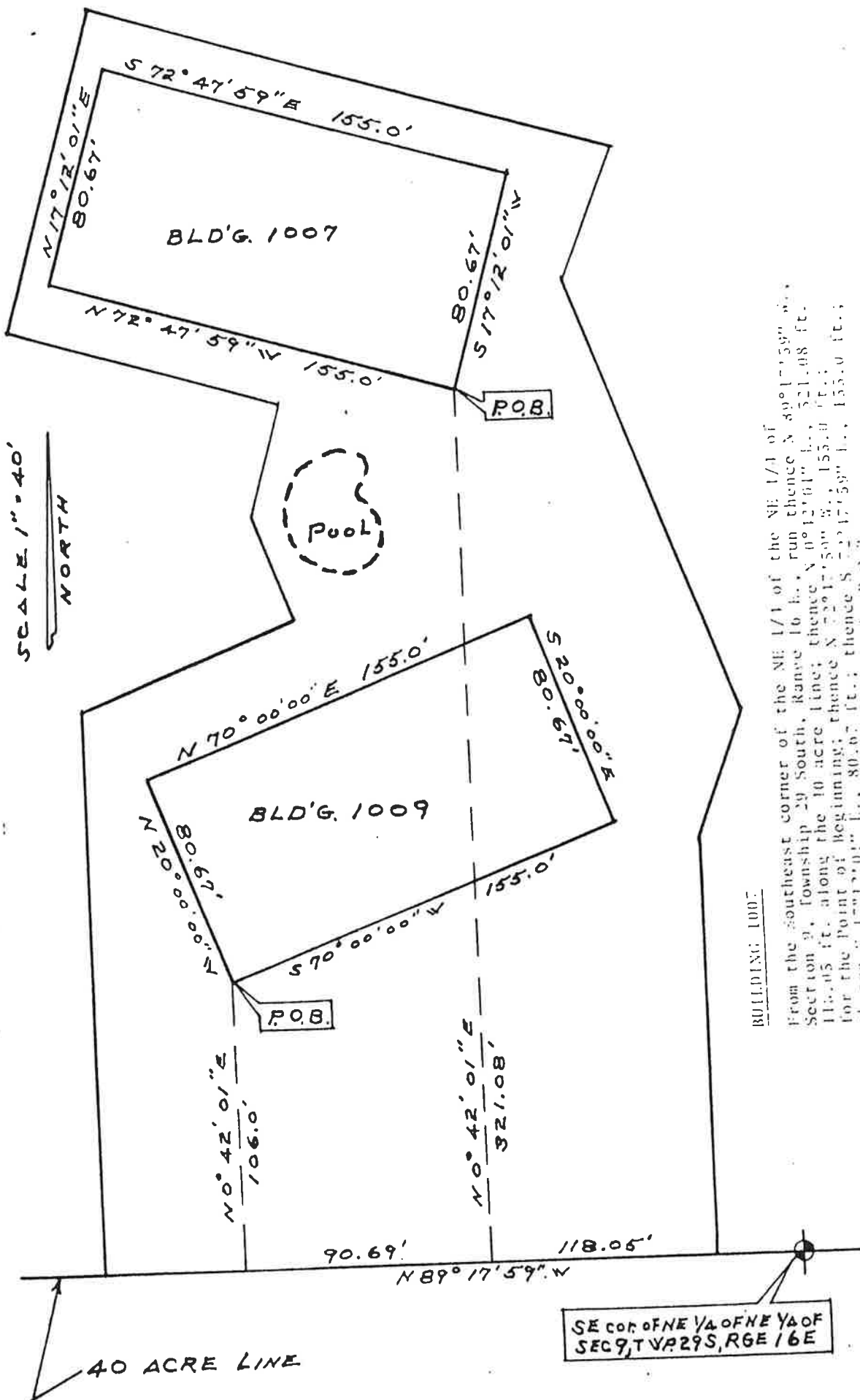
From the Southeast corner of the NE 1/4 of the NE 1/4 of Section 9, Township 29 South, Range 16 E., run thence N 89°17'59" W., 118.05 ft. along the 40 acre line; thence N 0°42'01" E., 321.08 ft. for the Point of Beginning; thence N 72°47'59" W., 155.0 ft.; thence N 17°12'01" E., 80.67 ft.; thence S 72°47'59" E., 155.0 ft.; thence S 17°12'01" W., 80.67 ft. to the P.O.B.

and

From the Southeast corner of the NE 1/4 of the NE 1/4 of Section 9, Township 29 South, Range 16 E., run thence N 89°17'59" W., 208.74 ft. along the 40 acre line; thence N 0°42'01" E., 106.0 ft. for the Point of Beginning; thence N 20°00'00" W., 80.67; thence N 70°00'00" E., 155.0 ft.; thence S 20°00'00" E., 80.67 ft.; thence S 70°00'00" W., 155.0 ft. to the P.O.B.

RESERVATION: Lessor reserves and accepts from the above description the southerly 100 feet of said real property to be used for ingress and egress and parking by unit owners of Buildings 1007 and 1009, and in addition for ingress and egress to areas of future development by Developer. The leasehold title as conveyed by this instrument shall be subject to all parking areas as constructed and paved within the boundaries of said description to service unit owners of Buildings 1007 and 1009.

For swimming pool location on leased premises see exhibit "F-1".



BUILDING 1007

From the southeast corner of the NE 1/4 of the NE 1/4 of Section 9, Township 29 South, Range 16 E., run thence N 49° 17' 59" W., 521.08 ft., thence N 0° 42' 01" E., 106.0 ft., thence N 72° 47' 59" W., 155.0 ft., for the Point of Beginning; thence N 72° 47' 59" W., 155.0 ft., thence S 17° 12' 01" W., 80.67 ft., to the P.O.B., thence S 17° 12' 01" W., 80.67 ft., to the P.O.B.

BUILDING 1009

From the southeast corner of the NE 1/4 of the NE 1/4 of Section 9, Township 29 South, Range 16 E., run thence N 50° 17' 59" W., 521.08 ft., thence N 0° 42' 01" E., 106.0 ft., thence N 72° 47' 59" W., 155.0 ft., for the Point of Beginning; thence N 72° 47' 59" W., 155.0 ft., thence S 17° 12' 01" W., 80.67 ft., to the P.O.B., thence S 17° 12' 01" W., 80.67 ft., to the P.O.B.

released or discharged of record as to Buyer's apartment coincidentally with the delivery of the deed to the Buyer.

9. Buyer may not transfer or assign this Agreement or any of the rights hereunder without prior written consent of Developer.

10. THIS CONTRACT IS FOR THE TRANSFER OF A UNIT THAT IS SUBJECT TO A LIEN FOR RENT PAYABLE UNDER A LEASE OF COMMONLY USED FACILITIES. FAILURE TO PAY RENT MAY RESULT IN FORECLOSURE OF THE LIEN.

11. Escrow Account. The Developer has established an escrow account with Bonner & Hogan, P.A., escrow agent, whose address is 613 South Myrtle Avenue, Clearwater, Florida. The purpose of the Escrow Agreement is to receive, hold and disburse funds received from Buyers of SANDAL COVE CONDOMINIUM II apartments as required in Chapter 718.202 of the Condominium Act, who may obtain a receipt for such funds from the escrow agent upon request. The Developer reserves the right, exercisable in his sole and absolute discretion, to cause the funds to be deposited in an interest or non-interest bearing account.

I HEREBY AGREE to purchase the above described property at the price and upon the terms and conditions above set forth.

ANY PAYMENT IN EXCESS OF 10% OF THE PURCHASE PRICE MADE TO DEVELOPER PRIOR TO CLOSING PURSUANT TO THIS CONTRACT MAY BE USED FOR CONSTRUCTION PURPOSES BY THE DEVELOPER.

Witnesses:

Buyer

Developer hereby accepts the offer to purchase the above described condominium unit at the price and upon the terms and conditions above stated.

Witnesses:

By _____
Developer

The undersigned hereby acknowledges receipt of the initial payment to apply to the foregoing Agreement in accordance with the terms and conditions thereof. Payment received other than the current funds makes Developer's acceptance subject to collection.

Dated _____

BONNER & HOGAN, P.A.

By _____

ments, restrictions, covenants, and reservations of record, described in the Declaration of Condominium for SANDAL COVE CONDOMINIUM II and its exhibits or otherwise appearing among the Public Records of Pinellas County, Florida, and taxes for the current year. Possession will be given on closing and a proration made as of the closing date of current taxes. Maintenance and Membership Agreement payments shall commence upon closing as provided in the Declaration and its Exhibits. At the closing, the Developer will pay for cost of the State Documentary and Sur-Tax Stamps on the deed and the Buyer shall pay for State Stamps on any note and Intangible Tax on his mortgage, if any, and costs of recording of his deed and joinder, if any. The deed will be substantially in the form of the deed attached as an exhibit to the above Declaration. In the event the Buyer procures a mortgage on the apartment unit being purchased, all expenses of the mortgage shall be borne by the Buyer.

* 5. Except where a longer warranty period is required under the Condominium Act, Chapter 718, Florida Statutes, this apartment and the common elements are warranted against defects in materials and workmanship for one (1) year from the closing date; however, the Buyer shall have the benefit of any equipment manufacturer's warranties which extend beyond that date. The apartment sold hereunder _____ has/ _____ has not been occupied heretofore (check one).

6. By signing this Agreement, the Buyer acknowledges that heretofore the following items have been provided to him: _____ The Developer agrees to deliver the following hereafter (check one) (if the items are delivered hereafter Buyer agrees to sign and date a receipt therefor):

(a) Copy of Declaration of Condominium.

(b) Copy of the Articles of Incorporation of the Association.

(c) Copy of the Bylaws of the Association.

(d) Copy of the Maintenance Agreement, described in the Declaration which specifies the services to be rendered under the Agreement and charges to be made under the Agreement.

(e) Copy of the Membership Agreement between the Association and SANDAL COVE CONDOMINIUM II, which specifies the membership payments for use of the facilities and the services to be rendered thereunder.

(f) Copy of the Estimated Operating Budget for the Condominium and a Schedule of monthly payments for each unit. This estimate does not include utilities applicable to each particular apartment. Property taxes are assessed against each individual condominium apartment and are billed separately to each owner by the Pinellas County Tax Assessor.

(g) Copy of Land Recreational Lease and Use Agreement.

THIS AGREEMENT IS VOIDABLE BY BUYER BY DELIVERING WRITTEN NOTICE OF THE BUYER'S INTENTION TO CANCEL WITHIN 15 DAYS AFTER THE DATE OF EXECUTION OF THIS AGREEMENT BY THE BUYER, AND RECEIPT BY BUYER OF ALL OF THE ITEMS REQUIRED TO BE DELIVERED TO HIM BY THE DEVELOPER UNDER SECTION 718.503, FLORIDA STATUTES. BUYER MAY EXTEND THE TIME FOR CLOSING FOR A PERIOD OF NOT MORE THAN 15 DAYS AFTER THE BUYER HAS RECEIVED ALL OF THE ITEMS REQUIRED. BUYER'S RIGHT TO VOID THIS AGREEMENT SHALL TERMINATE AT CLOSING.

7. PARKING SPACES:

The parking space assigned to the apartment sold herein as a limited common element is to be assigned.

8. Buyer agrees that all terms and provisions of this Agreement to Purchase Condominium Apartments are and shall be subject and subordinate to the lien of any building loan mortgage heretofore or hereafter made and advances heretofore or hereafter made thereon to the full extent thereof without the execution of any further legal documents by Buyer; but Developer shall cause such mortgage to be

ESCROW AGREEMENT

THIS ESCROW AGREEMENT made and entered into this 16th day of March, 1977, by and between GERALD R. CUSTER and E. NANCY CUSTER, d/b/a Southern Properties, (herein called "Developer") and BONNER & HOGAN, P.A., a Professional Association under the Laws of Florida, (herein called "Escrow Agent").

W I T N E S S E T H:

WHEREAS, the Developer has created or plans to create the SANDAL COVE CONDOMINIUM II upon the lands described in Exhibit "A" pursuant to a Declaration of Condominium filed or to be filed of public record in the manner provided in Chapter 718, Florida Statutes (the Condominium Act):

WHEREAS, the Condominium Act requires the Developer to establish an escrow account into which the Developer shall deposit a portion of the proceeds of sales received from purchasers of condominium apartments;

WHEREAS, Escrow Agent is duly qualified and has agreed to serve as escrow agent for the purposes required under the Condominium Act and this Agreement;

THEREFORE, IT IS AGREED:

1. Establishment of escrow. The parties hereto establish an escrow for the purpose of receiving, holding and disbursing funds as required under Section 718.202 of the Condominium Act. Funds deposited in this escrow may, at the election of the escrow agent, be deposited in separate accounts, or in a common escrow, or comingled with other escrow monies received by or handled by the Escrow Agent; provided, however, the Escrow Agent shall at all times maintain adequate records to show the interest of each person who is a purchaser of an apartment in the SANDAL COVE CONDOMINIUM II; and provided further, that a summary of such accounts shall be provided not less often than once a month to Developer, said summary stating the name, address and apartment number of the apartment purchaser and the then balance of his account.

2. Deposit of funds. So long as required by the Condominium Act, in connection with sales of apartments which are or will be a part of the SANDAL COVE CONDOMINIUM II, the Developer shall promptly deposit funds received from purchasers with Escrow Agent in such amount or amounts as are required under the Condominium Act, Section 718.202. The Developer shall, at the time of such deposit, furnish the Escrow Agent a copy of the Agreement to Purchase Condominium Apartment applicable to the purchaser (unless it has been furnished in connection with an earlier deposit) and a written statement on forms prescribed by the Escrow Agent containing the amount of sums received from the purchaser, the amount of such funds being delivered to the Escrow Agent, the full name, mailing address and telephone number of the purchaser and such other information as the Escrow Agent shall reasonably require.

The sole responsibility for determining whether or not the amount of the funds deposited in escrow comply with the Condominium Act shall be that of the Developer, and the Escrow Agent shall only be responsible for funds actually received. All checks or drafts deposited with Escrow Agent are received by it subject to collection thereof in current funds.

3. Receipt and acknowledgment. Upon receipt of the funds Escrow Agent shall deliver two (2) copies of a written acknowledgment to the Developer and shall keep a record copy of such acknowledgment. The acknowledgment shall be in form agreed to by the parties and shall identify the condominium, state the date and amount received, the name and address of the purchaser and the apartment number of the apartment being purchased. The Developer shall retain one copy and shall deliver the other copy to the purchaser of the condominium apartment.

4. Release of funds from escrow. Funds deposited in escrow shall only be released in accordance with the following:

(a) Funds deposited from a purchaser who properly voids his contract shall be paid to the purchaser free of all costs of the escrow fourteen (14) days after receipt of notice to the Escrow Agent

delivered by purchaser as hereafter provided for, unless on or before the end of said fourteen (14) day period the Escrow Agent has received written notice from the Developer of a dispute between purchaser and the Developer.

(b) Upon default by purchaser in the performance of his obligations under the contract of purchase and sale, the funds deposited shall be paid to the Developer fourteen (14) days after receipt of notice to the Escrow Agent delivered by Developer as hereinafter provided for, unless on or before the end of said fourteen (14) day period the Escrow Agent has received written notice from the purchaser of a dispute between the purchaser and Developer.

(c) Funds deposited and not previously disbursed in accordance with this agreement shall be disbursed to Developer by the Escrow Agent at the closing of the transaction under the contract of purchase and sale, unless prior to the disbursement the Escrow Agent receives from the purchaser written notice of a dispute between the purchaser and Developer.

(d) Upon written request from the Developer to the Escrow Agent escrow funds in excess of ten percent (10%) of the purchase price as set forth in the contract of purchase and sale shall be disbursed to Developer unless prior to such disbursement the Escrow Agent has received from the purchaser a written notice of dispute between the purchaser and Developer.

(e) In the event the Escrow Agent has received notice of a dispute between purchaser and Developer said funds shall remain in escrow until purchaser and Developer jointly deliver to the Escrow Agent written instructions, signed by both parties, stating that the dispute has been resolved, or until the Escrow Agent is furnished with a certified copy of a final nonappealable order of a court of competent jurisdiction determining the rights of the parties; in which event, the Escrow Agent shall comply with said order and be relieved of all responsibility under this Agreement. The Escrow Agent may, however, in the event of dispute between the purchaser and Developer, pay the escrowed funds into the registry of the

court and apply to the court for resolution of the disputed interests of the parties as provided by law.

5. Interest. Unless the Developer directs the Escrow Agent to the contrary in writing, the escrow funds held by Escrow Agent for a period in excess of ninety (90) days shall earn interest at the rate of five percent (5%) per annum and such interest shall inure to the benefit of the parties as provided in the Condominium Act. The purchaser shall have no right to direct that the funds earn interest.

6. Expenses. The Developer shall pay the expenses of escrow.

7. General provisions.

(a) Instructions to Escrow Agent. The following procedure shall be used by the parties concerning instructions to the Escrow Agent:

(1) All instructions to the Escrow Agent shall be in writing and signed by the person or persons requesting such instructions. Any instructions which are jointly authorized by all parties shall be signed by all such persons.

(2) The Escrow Agent upon receipt of instructions from any person or persons shall furnish a written acknowledgment thereof to the person serving such instruction upon the Escrow Agent.

(3) The Escrow Agent upon receipt of instructions from any person or persons (other than instructions jointly authorized by all parties) shall serve an exact copy of such instructions upon all other parties to the Agreement to Purchase Condominium Apartment by certified mail at the mailing address shown in the agreement, stating the date that the Escrow Agent received the instructions and the date a reply is due.

(4) The person or persons upon whom instructions are served as provided in (3) above shall within fourteen (14) days thereafter, or sooner if necessary to meet the objectives of this agreement and the provisions of Florida Statutes Chapter 718, serve upon the Escrow Agent in writing his or its objections, if any, to such instructions. Should the Escrow Agent fail to receive the objections within the time specified herein, then the Escrow Agent shall be authorized to proceed in accordance with the instructions.

(5) In the event a person or persons serve upon the Escrow Agent objections to instructions, such objections shall be served upon the other parties in the manner described in (3) above.

(6) All other notices, declarations or demands given by a person to another person or persons shall be served upon the Escrow Agent and handled in the manner described hereinabove.

(7) The mailing of any notice of other document by the Escrow Agent to a person or persons shall constitute notice of the contents of such notice or document as of the date of such mailing and no further notice thereof shall be required by the Escrow Agent.

(b) Duties limited to instructions. Except as specifically provided herein, the Escrow Agent shall have no duty to know or determine the performance or nonperformance of any term or condition of any contract or agreement between the Developer and any purchaser of a condominium apartment in the SANDAL COVE CONDOMINIUM II and the duties and responsibilities of the Escrow Agent are limited as provided in this Agreement.

(c) Indemnification of Escrow Agent. The Developer further agrees to pay on demand as well as to indemnify and hold the Escrow Agent harmless from and against all costs, damages, judgments, attorneys' fees, expenses, obligations, and liabilities of any kind or nature which, in good faith, the Escrow Agent may incur or sustain in connection with, or arising out of this Escrow.

(d) Developer acknowledges that Escrow Agent is a professional association of attorneys regulated by laws, regulations and ethical standards promulgated by the Supreme Court of the State of Florida and agrees that Escrow Agent shall perform its obligations hereunder in accordance with all such requirements of law applicable to attorneys at law.

IN WITNESS WHEREOF, the parties hereto have set their hands

and seals to this Agreement as of the day and year first above written.

WITNESSES:

Ernie E. Egerton
Melanie J. Matheny

Ernie E. Egerton
Melanie J. Matheny

SOUTHERN PROPERTIES

By

Paul R. Smith

Developer

BONNER & HOGAN, P.A.

By

Edward J. Hogan

01 Cash, II Chg
 1 Rec 10.00
 2 St _____
 3 Sur _____
 4 Int _____
 Tot 10.00

MAY 27 11 22 AM '77

mg

AMENDMENT TO PROSPECTUS FOR
 SANDAL COVE CONDOMINIUM II
 as recorded in O.R. Book 4545
 at page 1211

AMENDMENT TO DECLARATION OF
 CONDOMINIUM OF BUILDINGS 1007
 AND 1009 SANDAL COVE CONDOMINIUM II
 as recorded in O.R. Book 4545 at
 page 1218

AMENDMENT TO CONDOMINIUM MANAGEMENT
 AGREEMENT as recorded in O.R.
 Book 4545 at page 1251

AMENDMENT TO SANDAL COVE CONDOMINIUM II
 1977 ESTIMATED OPERATING BUDGET,
 BUILDING 1007 as recorded in O.R.
 Book 4545 at page 1256

AMENDMENT TO LEASE AGREEMENT as recorded
 in O.R. Book 4545 at page 1264

This instrument was prepared by:
 ELWOOD HOGAN, JR.
 OF BONNER & HOGAN, P.A., ATTYS.
 613 So. Myrtle Avenue
 POST OFFICE BOX 1640
 CLEARWATER, FLORIDA 33517

PLEASE RETURN TO
 BONNER & HOGAN, P.A.
 613 So. Myrtle Avenue
 P. O. Box 1640
 Clearwater, Florida 33517

THE FOLLOWING AMENDMENTS ARE MADE PURSUANT TO PARAGRAPH 15.5
OF THE DECLARATION OF CONDOMINIUM

II. Recreational and Other Commonly Used Facilities.

The second paragraph appearing under this title as recorded in O.R. Book 4545 at page 1214 Public Records of Pinellas County, Florida, is amended to read as follows:

The swimming pool will be for the exclusive use, enjoyment and recreation of the unit owners of this condominium. The pool construction has not been completed, the completion date being estimated as August 1, 1977. Until the swimming pool has been completed and is ready for use by the condominium owners, the recreational fee as charged and set forth in the condominium documents shall be reduced by fifty percent. See exhibit "E". For pool location see exhibit "F-1".

6.4 Excusing Developer From Payment of Common Expenses and Assessments.

Paragraph 6.4 of the Declaration of Condominium as recorded in O.R. Book 4545 at page 1223 Public Records of Pinellas County, Florida, is amended to read as follows:

Except as provided for in this section and section 6.3 above, no unit owner may be excused from the payment of his proportionate share of the common expense of this condominium unless all unit owners are likewise proportionately excused from such payment.

11.2 Pets.

Paragraph 11.2 of the Declaration of Condominium as recorded in O.R. Book 4545 at page 1228 Public Records of Pinellas County, Florida, is amended to read as follows:

*no
rewards of dogs & cats*

A unit owner may only keep parakeets, canaries, fish, cats and dogs in his unit, but said cats and dogs shall be allowed in the owner's unit only if they are restrained and controlled by a leash at all times while they are outside of the owner's unit and until they are beyond the condominium property. The right to keep said parakeets, canaries, fish, cats and dogs by any unit owner may be revoked at any time by a decision of the board of administration in the exercise of its judgment in finding that such pet constitutes a nuisance or hazard to the residents of the condominium; upon such revocation, the unit owner shall forthwith remove the pet which the board of administration directs the owner to remove from the unit. The unit owner will have no recourse against the members of the Association or the board of administration or the Association for any decision made regarding the removal of pets from the unit. During such time when a cat or dog is housed in a unit, the owner will hold the Association harmless against any and all claims, debts, demands, obligations, costs and expenses, which may be sustained by or asserted against the Association and the members of its board by reason of the acts of said cat or dog committed in or about the condominium property; and the unit owner will be responsible for the repair of all damage resulting from the acts of said cat or dog.

12.3 Mortgage.

Paragraph 12.3 of the Declaration of Condominium as recorded in O.R. Book 4545 at page 1229 Public Records of Pinellas County, Florida, is amended to read as follows:

No unit owner may mortgage his unit nor any interest therein without the approval of the Association except to a bank, life insurance company, mortgage banker, real estate investment trust or savings and loan association. The approval of any other mortgagees may be upon conditions determined by the Association.

14.1 Enforcement.

Paragraph 14.1 of the Declaration of Condominium as recorded in O.R.Book 4545 at page 1230 Public Records of Pinellas County, Florida, is amended to read as follows:

The Association and its managing agent, if any, are hereby empowered to enforce this Declaration and the By-Laws and rules and regulations of the Association by entry to any unit at any reasonable time to make inspection, correction or compliance. Such authority shall be exercised with discretion and for the general protection and welfare of the condominium residents.

17.2 Rights Relative to the Directors of The Association.

The second paragraph appearing under this title as recorded in O.R.Book 4545 at page 1233 Public Records of Pinellas County, Florida, is amended to read as follows:

There shall be no assessments of the Developer as a unit owner for capital improvements unless Developer votes in favor of such improvements or assessments.

ARTICLE VII - COMPENSATION

Article VII, Section 1 of the Condominium Management Agreement as recorded in O.R.Book 4545 at page 1254 Public Records of Pinellas County, Florida, is amended to read as follows:

Section 1. For Management: For the first calendar year of the Association or until such time as the board of directors of the Association adopt a budget for the next ensuing calendar year, pursuant to Paragraph 8.2 of the Association's Bylaws, a monthly management fee of \$30.00 for each one bedroom unit and a monthly management fee of \$35.00 for each two bedroom unit (closed and/or occupied units) shall be paid to the Manager. Thereafter such monthly fees shall be based on the budget requirements as adopted and approved by the board of directors of the Association as prorated to each unit according to its percentage undivided share of the common expenses as set forth in Exhibit "E" hereof.

From the above receipts Manager shall be entitled to receive an annual fee of \$865.00. Such fee may be paid on a monthly basis. Management compensation shall in future calendar years be negotiated between Manager and the Association but in no event shall Manager's fee be less than 10% of the total annual budget, exclusive of Manager's fee, as approved by the Association.

1977 Estimated Operating Budget - Building 1007.

Item 2 '(Management Contract) of the 1977 Operating Budget for Building 1007 as recorded in O.R.Book 4545 at page 1256 Public Records of Pinellas County, Florida, is amended to read as follows:

ITEM	ANNUAL
2. Management Contract	
(a) Maintenance of common area (labor and supplies)	\$1735.00
(b) Manager's annual fee	865.00
	2,600.00

25. Option to purchase.

The first paragraph appearing under this title of the Lease Agreement as recorded in O.R.Book 4545 at page 1264 Public Records of Pinellas County, Florida, is amended to read as follows:

Lessor hereby grants to Lessee an option to purchase the fee title to the leased premises hereunder, together with all improvements thereon, on a date ten (10) years from the initial date of this instrument at a price to be then determined by agreement of the parties hereto. That in the event Lessee does not elect to exercise this option ten (10) years from the date hereof, Lessor agrees to renew said option on each anniversary date for the remaining term of this agreement. In the event Lessee elects to exercise the option of purchase it shall so notify Lessor of its intent in writing thirty (30) days prior to the tenth anniversary date of this instrument and/or each subsequent anniversary date of this instrument. If there is no agreement as to price between Lessor and Lessee, then the price shall be determined by arbitration as provided in Paragraph 20 of this Lease Agreement.

27th IN WITNESS WHEREOF, the undersigned have executed these Amendments this day of May 1977.

Witnesses:

[Signature]
[Signature]

[Signature]
Gerald R. Custer, DEVELOPER
[Signature]
E. Nancy Custer, DEVELOPER

SANDAL COVE CONDOMINIUM II ASSOCIATION, INC.

By *[Signature]*

SOUTHERN PROPERTIES MANAGEMENT I, INC.

By *[Signature]*

STATE OF FLORIDA
COUNTY OF PINELLAS

Before me, the undersigned authority, personally appeared GERALD R. CUSTER and E. NANCY CUSTER, as DEVELOPERS, GERALD R. CUSTER as President of SANDAL COVE CONDOMINIUM II ASSOCIATION, INC. and GERALD R. CUSTER as President of SOUTHERN PROPERTIES MANAGEMENT I, INC., and they acknowledged before me that they executed the above and foregoing instrument and that said instrument is their free act and deed and the free act and deed of said corporations.

WITNESS my hand and official seal at Clearwater, Pinellas County, Florida, the day and year last aforesaid.

[Signature]
Notary Public

Notary Public, State of Florida at Large
My Commission Expires July 21, 1980
Bonded by American Fire & Casualty Company.