

PREPARED BY AND RETURN TO:  
JOSEPH R. CIANFRONE, P.A.  
1964 BAYSHORE BOULEVARD, SUITE A  
DUNEDIN, FL 34698

KEN BURKE, CLERK OF COURT  
AND COMPTROLLER PINELLAS COUNTY, FL  
INST# 2012367158 12/14/2012 at 09:56 AM  
OFF REC BK: 17820 PG: 141-142  
DocType: CONDO RECORDING: \$18.50

**CERTIFICATE OF AMENDMENT  
TO  
AMENDED AND RE-STATED  
DECLARATION OF CONDOMINIUM**

**THE WOODS AT ANDERSON PARK  
A CONDOMINIUM**

NOTICE IS HEREBY GIVEN that at a duly called meeting of the members on November 12, 2012, at which a quorum was present, a resolution was adopted by the affirmative vote of two-thirds (2/3) of the members present, in person or by proxy, and the Amended and Re-stated Declaration of Condominium of The Woods at Anderson Park, A Condominium, attached hereto as Exhibit "A," was amended to read as shown on the attached Exhibit A entitled Schedule of Amendments to Amended and Re-stated Declaration of Condominium of The Woods at Anderson Park, A Condominium.

IN WITNESS WHEREOF, THE WOODS AT ANDERSON PARK CONDOMINIUM ASSOCIATION, INC. has caused this Certificate of Amendment to be executed in accordance with the authority hereinabove expressed this 6<sup>th</sup> day of December, 2012.

THE WOODS AT ANDERSON PARK  
CONDOMINIUM ASSOCIATION, INC.

(Corporate Seal)

ATTEST:

Barbara Kier  
Barbara Kier, Secretary  
Printed Name

By:

Sylvester T. Williams  
Sylvester T. Williams, President  
Printed Name

STATE OF FLORIDA  
COUNTY OF PINELLAS

The foregoing instrument was acknowledged before me this 6<sup>th</sup> day of December, 2012, by Sylvester Williams, President, and Barbara Kier, Secretary of THE WOODS AT ANDERSON PARK CONDOMINIUM ASSOCIATION, INC., a Florida corporation. They are personally known to me or have produced \_\_\_\_\_ as identification.

Laura Franze  
NOTARY PUBLIC

My Commission Expires:



**SCHEDULE OF AMENDMENTS  
TO  
AMENDED AND RE-STATED  
DECLARATION OF CONDOMINIUM**

**THE WOODS AT ANDERSON PARK  
A CONDOMINIUM**

ARTICLE 12, RESTRICTIONS, paragraph K, of the Amended and Re-stated Declaration of Condominium, is amended to read as follows:

K. No motor vehicles other than regular passenger automobiles, pickups and light van-type trucks shall be permitted to park in the Condominium Property other than for the time needed for pickup and delivery. Large recreational vehicles, boats and/or boat trailers may not be parked on the Condominium Property and vehicles displaying commercial notations are not allowed. Any vehicle or trailer parked in violation of this provision shall be towed without notice at the expense of the vehicle or trailer owner. Street parking shall be prohibited. Violators will be towed without notice at owner's expense.

PREPARED BY AND RETURN TO:  
JOSEPH R. CIANFRONE, P.A.  
1964 BAYSHORE BOULEVARD  
DUNEDIN, FL 34698

KEN BURKE, CLERK OF COURT  
PINELLAS COUNTY FLORIDA  
INST# 2011004847 01/06/2011 at 10:41 AM  
OFF REC BK: 17136 PG: 684-740  
DocType:CONDO RECORDING: \$486.00

**AMENDED AND RE-STATED  
DECLARATION OF CONDOMINIUM**

**THE WOODS AT ANDERSON PARK  
A Condominium**

WHEREAS, the Declaration of Condominium of The Woods at Anderson Park., a Phase Condominium, was made the 1<sup>st</sup> day of March, 1984, and recorded in O.R. Book 5732, Page 799, et. seq. of the Pubic Records of Pinellas County, Florida.

WHEREAS in accordance with ARTICLE 11 of the Declaration of Condominium, as amended, with the approval by not less than a two-thirds (2/3) vote of the total number of votes in which the unit owners present and voting are entitled, at a meeting of the members held on November 29, 2010, at which a quorum was present, the Declaration of Condominium has been amended and restated as stated herein.

**ARTICLE 1**

**NAME**

The name by which this Condominium is to be known and identified is THE WOODS AT ANDERSON PARK.

**ARTICLE 2**

**LAND**

The legal description of the real property included in the Condominium and submitted therewith to condominium ownership is:

See Composite Exhibit A

### ARTICLE 3

#### IDENTIFICATION OF UNITS, COMMON ELEMENTS AND LIMITED COMMON ELEMENTS

##### A. Units.

The Condominium Property consists of the land described in Article 2 hereof and all easements and rights appurtenant thereto, together with the buildings and other improvements constructed thereon, which includes the units, common elements, and limited common elements as reflected on the Condominium plat incorporated herein by reference. In addition, the Condominium Property shall include as common elements and/or to be treated as common elements any interest in real property acquired by the Condominium Association in accordance with the provisions of Article 25 entitled "RECREATIONAL ASSOCIATION" herein contained. The principal improvements on the real property submitted to condominium ownership consist of 90 units as shown on Composite Exhibit A.

The exact location and designation of these units can be determined from Composite Exhibit A, attached hereto and by reference made a part hereof.

All units in the Condominium shall have a one-car garage or an assigned parking space. Each garage shall be a part of the unit and its use shall be restricted to occupants of that unit. Units without garages have instead one assigned parking space which will not be a part of the unit but will be a limited common element of that unit. All units in the Condominium shall have a screened porch with aluminum roof attached to the rear portion of the unit approximately 8 feet by 10 feet in size, which porch shall be a limited common element of the unit. The areas, rooms and spaces which are not within the boundaries of a condominium unit are common elements or limited common elements and shall be used, occupied, dealt with and managed as provided for in The Condominium Act and hereafter in this Declaration of Condominium.

1. Each numbered unit shall have as its boundary lines the interior unpainted finished surfaces of the ceiling, floor and perimeter walls. All bearing walls located within a unit constituted said walls. All doors, be they glass or otherwise, which are in the perimeter walls of a unit shall be a part of the unit up to the exterior unfinished surface thereof.

2. Each condominium parcel includes the undivided interest of each unit owner in and to the common elements, it being understood that all conduits and wires up to their outlets and all other utility lines and pipes up to their outlets, regardless of location, constitute parts of the common elements. Each condominium parcel includes the condominium unit together with the undivided share in the common elements which is appurtenant to the unit and the interior of each unit and any limited common elements appurtenant to that unit.

B. Common Elements and Limited Common Elements.

1. Common Elements. Common elements, as hereinabove defined, shall include within its meaning, in addition to the terms as listed in the Florida Condominium Act, Section 718.108, the following items:

- (a) An exclusive easement for the use of the air space occupied by the condominium unit as it exists at any particular time as the unit may lawfully be altered;
- (b) An undivided share in common surplus;
- (c) Cross easements for ingress, egress, support, maintenance, repair, replacements and utilities;
- (d) Easements for encroachments by the perimeter walls, ceilings and floors surrounding each condominium unit caused by the settlement or movement of the buildings or by minor inaccuracies in building or rebuilding which may now exist or hereafter exist, and such easements shall continue until such encroachments no longer exist;

2. Limited Common Elements. Driveways into unit garages, assigned parking spaces, attics, porches (both screened and unscreened), walkways to unit entrances, heating and air condition units and condensers, cable TV and other common elements appurtenant to units and intended for use only by the owners of such appurtenant units, if any, shall be reserved to the use of the unit owners occupying the unit adjoining such areas, however, such areas shall, for repair and replacement, be maintained by the Association. Negligent or intentional damage to such limited common areas by owners of units adjoining any such limited common elements or to any portion of the common elements, shall be paid for or repaired at the expense of said unit owner. These limited common elements are reserved for the use of the units appurtenant thereto to the exclusion of other units, and there shall pass with a unit, as appurtenant thereto, the exclusive right to use the limited common elements so appurtenant. Expenses of maintenance and repair relating to the interior surfaces of such limited common elements, if any, and air conditioning units shall be borne by and assessed against the individual unit owner, unless otherwise expressly set forth herein. Any expenses of maintenance, repair or replacement relating to the exterior surfaces of such limited common elements, if any, or involving structural maintenance, repair or replacement excluding air conditioning units and condensation lines shall be treated and paid for as a part of the common expenses of the Association, unless otherwise set forth herein.

#### ARTICLE 4

#### SURVEY, PLOT PLAN, AND GRAPHIC DESCRIPTION OF IMPROVEMENTS

There is attached hereto as an exhibit and made a part hereof and recorded simultaneously herewith, a Survey, Plot Plan and Graphic Description of Improvements mentioned above, showing the units, common elements and limited common elements, their location and approximate dimensions in sufficient detail to identify them, and said Survey, Plot Plan and Graphic Description of Improvements and the notes and legends appearing thereon are made a part hereof and shall be deemed and identified as Composite Exhibit A.

#### ARTICLE 5

#### DEVELOPMENT PLAN

THE WOODS AT ANDERSON PARK consist of 90 units. The approximate amount of square feet of living space in each unit type is as follows:

<u>Type</u>	<u>Amount of Square Feet</u>	<u>Type</u>	<u>Amount of Square Feet</u>
* A	984	B-1/R	925
A/R	984	C	1,000
A-1	984	C/R	1,000
A-1/R	984	C-1	1,000
* A/D	1,164	C-1/R	1,000
A-1/D	1,164	* C/D	1,180
* A-1/R/D	1,164	* C/R/D	1,180
B	925	* C-1/D	1,180
* B/R	925	C-1/R/D	1,180
B-1	925		

\* None in Phase 1; only in subsequent phases.

There will be no time share estates created with respect to the units in any phase of this Condominium.

## ARTICLE 6

### UNDIVIDED SHARES IN THE COMMON ELEMENTS, AND SHARE IN THE COMMON EXPENSES AND COMMON SURPLUS APPURTENANT TO EACH UNIT

The percentage of ownership of the common elements, which shall also be the percentage of sharing common expenses and the percentage of owning common surplus, appurtenant to each unit is attached hereto and made a part hereof as Exhibit B.

## ARTICLE 7

### CONDOMINIUM ASSOCIATION

The Association responsible for the operation of this Condominium is The Woods at Anderson Park Condominium Association, Inc. The Association shall have all the powers, rights and duties set forth in this Declaration, the By-Laws and the rules and regulations enacted pursuant to such By-Laws. The Association is sometimes herein referred to as the Condominium Association, the Association or the Corporation. Amendments to the Articles of Incorporation shall be valid when adopted in accordance with their provisions and filed with the Secretary of State or as otherwise required by Chapter 617, Florida Statutes, as amended from time to time. No amendment to the Articles shall, however, change any condominium parcel or the share of common elements, common expenses or common surplus attributable to a parcel nor the voting rights appurtenant to a parcel unless the record owner or owners thereof and all record owners of liens upon such parcel or parcels shall join in the execution of such amendment.

[Copy of Articles of Incorporation attached as Exhibit C.]

## ARTICLE 8

### BY-LAWS

The operation of the Condominium Property shall be governed by the By-Laws of the Condominium Association. Said By-Laws may be amended as stated in the By-Laws.

## ARTICLE 9

### EASEMENTS

As part of the common elements of THE WOODS AT ANDERSON PARK, for the benefit of all unit owners of THE WOODS AT ANDERSON PARK, the following easements over the lands submitted to Condominium ownership which are expressly provided for and reserved in favor of the owners and occupants of the condominium units in this Condominium and the owners and occupants of condominium units in other condominium buildings, their successors or assigns, and their guests and invitees as follows:

A. Utilities and Drainage. Easements are reserved for the Association, its successors or assigns, through the Condominium Property as may be required for utility services and

drainage, including cable television to serve this Condominium. This grant of easements includes the right to install and maintain all necessary equipment upon the Condominium Property and to enter upon the Condominium Property to service the same.

B. Encroachments. In the event that any condominium unit or any phase of the Condominium in the development area shall encroach upon any of the common elements of the Condominium Property or upon any other condominium unit or phase for any reason except the intentional or negligent act of another condominium owner or where such encroachment is not necessary for the reasonable use and enjoyment of the recreational facilities, the other phases or units or the development area, then an easement shall exist to the extent of such encroachment so long as the same shall exist.

C. Traffic. An easement shall exist for pedestrian traffic over, through and across sidewalks, paths, walks and other portions of the common elements as may be from time to time necessary and intended for such purpose and use for the purpose of going from one portion of the Condominium Property to another, and where necessary, for proceeding from one portion of the development area to the other; and for vehicular traffic as may be necessary for the unit owners, their guests, assigns and invitees for the purpose of crossing over various portions of the Condominium to obtain ingress and egress to other condominiums in the development area. Provided, however, that nothing contained herein shall be construed to allow any person or entity to enter upon the Condominium Property unless it is upon an area specifically designated for such traffic and necessary for such ingress and egress as described above and under no circumstances shall such traffic be allowed through or over any condominium unit.

D. Ingress and Egress. Easements of ingress, egress, passage and entry to employees of the Condominium Association, its guests, assigns and invitees.

E. Support. The Association hereby grants to all third party beneficiaries, including condominium unit owners, their lessees, guests, invitees, servants and employees, the right of support for all structures on any portion of the real property of the Condominium.

F. Additional Easements. The Association shall have the right to grant such additional electric, telephone, door, telephone answering service, drainage, irrigation, sprinkler, cable television or other utility or service easements. The Association shall have the right to relocate any existing utility or service easements in any portion of the Condominium Property and to grant such ingress, egress and access easements as the Association shall deem necessary for the proper operation and maintenance of the improvements or any portion thereof, or for the general health or welfare of the unit owners, or for the purpose of carrying out any provisions of this Declaration; provided that such easements or the relocation of existing easements will not prevent or unreasonably interfere with the use of the units in the Condominium for dwelling purposes.

G. Covenant. All restrictions, reservations, covenants, conditions and easements contained herein shall constitute covenants running with the land or equitable servitudes upon the land, as the case may be, shall be nonexclusive and perpetual unless sooner terminated as provided herein, or the Condominium Act, and shall be binding upon all unit owners, as



hereinafter defined, and their grantees, devisees or mortgagees, their heirs, personal representatives, successors and assigns; and all parties claiming by, through or under such persons agree to be bound by the provisions here and the By-Laws of the Association. Both the burdens imposed and the benefits granted shall run with each unit and interests in the common elements. Owners do hereby designate Developer and/or Association as their lawful attorney in fact to execute any and all instruments on their behalf for the purposes of creating all such easements as are contemplated by the provisions hereof.

## **ARTICLE 10**

### **MEMBERSHIP IN THE CONDOMINIUM ASSOCIATION AND VOTING RIGHTS OF UNIT OWNERS**

Every owner of a condominium unit whether he has acquired title by purchase or by gift, conveyance or by operation of law, is bound to and hereby agrees that he shall accept membership in the Condominium Association and does hereby agree to be bound by this Declaration, the By-Laws of the Condominium Association and the rules and regulations enacted pursuant thereto and the provisions and requirements of The Condominium Act and of the lawful amendments thereto. Membership is automatic upon acquisition of ownership of a condominium unit and may not be transferred apart and separate from a transfer of the ownership of the unit. Membership shall likewise automatically terminate upon sale or transfer of the unit, whether voluntary or involuntary.

The owner of every condominium unit shall accept ownership of said unit subject to restrictions, easements, reservations, conditions and limitations now of record and affecting the land and improvements constituting the Condominium Property.

Subject to the provisions and restrictions set forth in the By-Laws of the Condominium Association, each apartment condominium unit owner is entitled to one vote in the Condominium Association for each apartment condominium unit owned by him. Voting rights and qualifications of voters and membership in the Corporation are more fully stated, qualified and determined by the provisions of the Articles of Incorporation of the Association and by its By-Laws. Whenever a particular numerical or percentage vote is called for or provided for in this Declaration or in the By-Laws, unless the particular provision describing the vote required shall specifically require to the contrary, the vote required shall be that percentage or fraction of the total number of votes of the condominium unit owners present and voting or, if the provision involved so requires, of the total number of votes entitled to be voted on the matter. Unless a particular provision shall require otherwise, a two-thirds ( $\frac{2}{3}$ ) vote of the number of votes of unit owners present and voting and entitled to vote on any matter shall be controlling, providing a quorum is present.

## ARTICLE 11

### AMENDMENT TO DECLARATION

A. Except as elsewhere provided in this Declaration, this Declaration may be amended from time to time by resolution adopted at any regular or special meeting of the unit owners of the Condominium called in accordance with the By-Laws at which a quorum is present, such adoption to be by the affirmative vote of two-thirds ( $\frac{2}{3}$ ) of the members present, in person or by proxy, at a meeting. Such amendment shall be duly recorded in compliance with requirements of The Condominium Act. No amendment shall change any condominium parcel nor the share of the common elements, common expenses or common surplus attributable to any parcel, nor the voting rights appurtenant to any parcel, unless the record owner or owners thereof and all record owners of liens upon such parcel or parcels shall join in the execution of such amendments.

## ARTICLE 12

### RESTRICTIONS

All unit owners, in addition to any other obligation, duty, right and limitation imposed upon them by this Declaration, the Articles, the By-Laws, and The Condominium Act, shall abide by the following restrictive covenants which shall be applicable to all unit owners, their families, guests, invitees, tenants and lessees, to-wit:

A. No unit shall be used for any purpose other than as and for a single-family residence or dwelling.

B. All unit owners shall keep and maintain the interior of their respective units in good condition and repair, including all appliances, the entire air conditioning system (compressor, ducts, vents, etc.) servicing the respective owners' apartments, whether inside or outside owners' apartments, the unit's electrical system and water lines and fixtures within the unit and all windows, window glass, screens and doors.

C. No unit owner shall cause any signs of any nature whatsoever to be posted or affixed to any of the common elements, limited common elements, or in his respective unit if such sign may be seen from any portion of the common elements, except for name plates which shall be uniform in size and design, and approved by the Board of Directors.

D. Unit owners, their families, guests, invitees, or lessees shall in no way deface or mar, or make any alteration, repair or replacement, or change, in or to the common elements or limited common elements, and shall be liable for damages therefor. In the event the unit owner makes any unauthorized improvements, alterations or additions to the common elements or limited common elements, the unit owner shall be responsible for all maintenance of such improvements, alterations or additions as determined by the Board of Directors. In the event any expense is incurred by the Association due to the owner's lack of maintenance or due to such improvements, alterations or additions resulting in additional costs to the Association, the unit

owner shall be responsible to the Association for such expenses. Such additional Association expenses shall be assessed against the unit and shall be collectable as an assessment as authorized in Article 15.

E. All common areas shall be kept free for their intended use by the unit owners in common, and shall in no event be used as storage areas by the individual unit owners, either on a temporary or permanent basis.

F. No clothing, bedding, or other similar items, shall be dried or aired in any outdoor area.

G. All garbage or trash shall be placed in the disposal installations designated for such purpose by the Association.

H. All occupants of units shall exercise extreme care about making noise, or the use of musical instruments, radios, televisions and amplifiers, that may tend to disturb other occupants.

I. No occupants shall play, or suffer to be played, any musical instrument, or permit to be operated, a phonograph or radio in such occupant's unit between the hours of 11:00 p.m. and the following 9:00 a.m., if the same disturb or annoy other occupants of the building; and in no event shall either vocal or instrumental music be practiced for more than two hours in any day, or between the hours of 6:00 p.m. and the following 9:00 a.m.; nor shall an occupant commit or permit any nuisance or illegal act in his unit, or in the common elements.

J. No two-bedroom unit shall be permanently occupied at any time by more than 4 individuals, except as otherwise provided herein. No two-bedroom unit with den shall be permanently occupied at any time by more than 5 individuals, except as otherwise provided herein.

K. No motor vehicles other than regular passenger automobiles, pickups and light van-type trucks shall be permitted to park in the Condominium Property other than for the time needed for pickup and delivery. Large recreational vehicles, boats and/or boat trailers may not be parked on the Condominium Property and vehicles displaying commercial notations are not allowed. Any vehicle or trailer parked in violation of this provision shall be towed without notice at the expense of the vehicle or trailer owner.

L. No unit owner shall install screens, shutters, blinds or any other alterations to the exterior of his unit unless approved by the Board of Directors of the Condominium Association.

M. Time share and interval ownership estates in this Condominium are expressly forbidden.

N. No pets shall be kept on any Lot or in any dwelling other than dogs, cats, birds such as canaries or parakeets, and fish such as goldfish and tropical varieties. However, no more than one (1) dog which weighs no more than thirty-five (35) pounds, or which will weigh no

more than thirty-five (35) pounds when fully grown, may be kept as a pet. Such permitted dogs and cats must be on a leash when outside of the Owner's dwelling, and may be walked only in the designated "pet walking area" established by the Board of Directors or on the Owner's Lot only. No pets shall be raised for commercial purposes. In no event may any permitted pet be allowed to become a nuisance.

The above and foregoing restrictive covenants shall only be amended in the manner as provided for the amendment to this Declaration. The Condominium shall have the right to make and amend reasonable rules and regulations respecting the use of the property in the Condominium, as is provided for in its Articles of Incorporation.

In the event a unit owner is in violation of the terms and provisions of any portion of the Condominium documents and, after notification by the Board of Directors or their agents, continues the violation, and in the event it becomes necessary for the Directors to retain any attorney for the enforcement and/or the abatement, as the case may be, of any provision of the Condominium Documents, whether or not legal proceedings are instituted, then the unit owner shall pay all reasonable attorneys' fees incurred by the Association, together with reasonable attorneys' fees for any appellate proceedings. In the event that the offending unit owner or owners do not promptly pay these expenses, then the Condominium Association is authorized and empowered to assess the appropriate owner or owners for its expenses and to utilize its lien rights described in this Declaration to enforce collection of these amounts.

### ARTICLE 13

#### CONVEYANCES

In order to assure a community of congenial residents and occupants, to protect the value of the units and to further the continuous harmonious development of the Condominium community, the sale, lease and mortgage of apartments shall be subject to the following provisions which shall be covenants running with the land so long as the Condominium Property shall be subject to the condominium form of ownership under the laws of the State of Florida.

A. In the event of an attempted conveyance, whether sale, lease or otherwise, in contravention of the directions herein contained, the Condominium Association shall have the right to enforce these provisions by legal proceedings, by injunctive proceedings, or by any legal or equitable means calculated to produce compliance. The owner or owners of the units so affected shall pay all costs and attorneys' fees incurred by the Association before the institution of litigation, during trial litigation and during any appellate proceedings.

B. A unit owner intending to make a bona fide sale or lease of his parcel or any interest therein shall give to the Association a written notice of his intention to sell or to lease, together with the name and address of the intended purchaser or lessee, and such other information as the Association may reasonably require, and the terms of the proposed transaction. The giving of such notice shall constitute a warranty and representation by the unit owner that he believes the proposal to be bona fide in all respects.

C. No sale, transfer, lease or conveyance of a condominium unit shall be valid without the approval of the Condominium Association except in the cases elsewhere provided in this Declaration, which approval shall not be unreasonably withheld. Approval shall be in recordable form, signed by an executive officer of the Association and shall be delivered to the purchaser or lessee and made a part of the document of conveyance.

D. Failure of the Association to act in thirty (30) days shall be deemed to constitute approval in which event the Association must on demand prepare and deliver approval in recordable form.

E. The provisions of this Article shall apply to original and all successive sales, leases, transfers, subleases or assignments.

F. No unit owner shall sell or lease nor shall approval be given until and unless all assessments past due are paid or their payment provided for to the satisfaction of the Association and unless the proposed owner or lessee can qualify as to the use restrictions.

G. If a unit owner shall lease his unit, he shall remain liable for the performance of all agreements and covenants in the Condominium Documents and shall be liable for the violations by his lessee of any and all use restrictions.

H. Every purchaser or lessee who acquires any interest in a condominium unit shall acquire the same subject to this Declaration, the provisions of the By-Laws of the Condominium Association, and the provisions of The Condominium Act.

I. Should any condominium unit at any time become subject to a mortgage or similar lien given as security, in good faith and for value, the holder thereof (hereinafter called the "Mortgagee"), upon becoming the owner of such interest through foreclosure of that mortgage or deed in lieu of foreclosure, shall have the unqualified right to sell, lease or otherwise dispose of said unit, including the fee ownership thereof, without complying with the provisions of Paragraphs A through F above, provided, however, that in all other respects the provisions of this Declaration, the By-Laws of the Association and the provisions of The Condominium Act shall be applicable thereto; and provided further that nothing herein contained shall be deemed to allow or cause a severance from the condominium unit of the share of the common elements and limited common elements or other appurtenances of said unit. Once the Mortgagee mentioned above has sold, transferred or conveyed his fee simple interest to any person whomsoever, the provisions of Paragraphs A through F above shall again be fully effective with regard to subsequent sales or conveyances of said unit.

#### ARTICLE 14

##### RIGHTS OF HEIRS AND DEVISEES OF DECEASED UNIT OWNERS

A. If the owner of a condominium parcel should die and the title to the parcel shall pass to his surviving spouse or to any member of his family regularly in residence with him in the condominium parcel prior to his death, who is over the age of eighteen (18) years, then such

successor in title shall fully succeed to the ownership, rights, duties and obligations of the unit owner, the provisions of this Declaration notwithstanding.

B. If the title to the condominium parcel of such deceased owner shall pass to any person, other than a person or persons designated in Paragraph A above, then within ninety (90) days of such person or persons taking title, occupancy of possession of the parcel of the deceased owner, he shall advise the Association in writing of his intention of residing in the parcel and of his or their current address. The Association shall have thirty (30) days thereafter to advise said person or persons in writing, delivered or mailed to the said current address, whether his or their occupancy and ownership of the parcel is approved. The failure of the Association to give such advice within the said thirty (30) days shall be deemed automatic approval. If the Association does not approve the ownership and/or occupancy of the parcel by said person or persons and so notifies them, said person or persons shall remain in occupancy only until the Association or such other person or persons shall have procured a purchaser acceptable to the Association for said parcel at a fair market value therefor, established by the Association, which value shall be conclusive upon all persons for all purposes unless grossly inadequate or fraudulent. Thereupon, the person or persons having title, possession and/or occupancy of said parcel shall execute such papers and documents as the Association may require to effect the transfer of title, possession and occupancy of the parcel to such purchaser, which purchaser may be the Association.

C. Nothing in this Article shall be deemed to reduce, forgive or abate any amounts due the Association from the unit owner at the time of his death, nor the assessments attributable to the unit becoming due after the owner's death, all of which shall be fully due and payable as if the unit owner had not died.

D. Nothing herein shall prevent the sale and transfer of a condominium parcel by the owner thereof in the manner otherwise provided in this Declaration.

## ARTICLE 15

### ASSESSMENTS

A. The Condominium Association, through its Board of Directors, shall have the power to make and collect assessments, special assessments and such other assessments as are provided for by The Condominium Act, this Declaration and the By-Laws.

B. Common Expenses shall include but not be limited to costs and expenses of operation, maintenance and management, property taxes and assessments against the Condominium Property (until such time as any of such taxes and assessments are made against the condominium parcels individually and thereafter only as to such taxes or assessments, if any, as may be assessed against the Condominium as a whole), insurance premiums for fire, windstorm and extended coverage insurance on the Condominium real property and personal property, premiums for public liability insurance, legal and accounting fees, management fees and operating expenses of the Condominium Property and the Association; maintenance, repairs and replacements (but only as to the common elements and limited common elements, except for emergency repairs or replacements deemed necessary to protect the common elements and

property chargeable to the individual condominium parcel concerned), charges for utility and water used in common for the benefit of the Condominium, cleaning and janitorial services for the common elements and limited common elements, expenses and liabilities incurred by the Association in and about the enforcement of its rights and duties against the members or others, and the creation of reasonable contingency or reserve requirements for the protection of the members and the Condominium Property (i.e., reserve for replacements, operating reserve to cover deficiencies in collections; expenses related to recreational facilities or any recreation association to be formed in the future for the purpose of administering and maintaining the recreation property, and all other expenses declared by the Board of Directors of the Association to be common expenses from time to time, and any and all other sums due from the Association under any lease, contract or undertaking for recreational facilities permitted by the Declaration.

C. The Association shall estimate from time to time the amount of common expenses it expects to incur and the period of time involved therein and may assess sufficient monies from unit owners to meet this estimate. Assessments for common expenses shall be borne by unit owners in the proportions of shares set forth in this Declaration. Assessments shall be payable monthly or in such other installments and at such times as may be fixed by the Board of Directors.

D. Should the Association, through its Board of Directors, at any time determine that the assessments made are not sufficient to pay the common expenses, or, in the event of emergencies, the Board of Directors shall have authority to levy and collect additional assessments to meet such needs of the Association.

E. All notices of assessments from the Association to the unit owners shall designate when they are due and payable. Assessments and installments thereof not paid when due shall bear interest from due date at eighteen percent (18%) per annum. The Association shall charge an administrative late fee for any payment on an assessment received 10 days after the date due, in an amount of \$25.00 or five percent (5%) of the assessment payment, whichever is greater.

F. In the event that any installment of an assessment, whether monthly or otherwise, remains unpaid thirty (30) day days after the same shall become due, the Board of Directors may declare the entire annual assessment as to that delinquent Unit Owner due and payable immediately in full, as if the entire amount was originally due and payable on that date.

## ARTICLE 16

### LIEN OF THE ASSOCIATION

The Association shall have a lien on each condominium unit for any unpaid assessment and interest thereon against the unit owner of each condominium unit as provided in The Condominium Act. In the event such lien is asserted or claimed, the delinquent unit owner agrees to pay reasonable attorneys' fees sustained by the association incident to the collection of such unpaid assessment or the enforcement of such lien and the said lien shall also secure the payment of such attorneys' fees, including attorneys' fees and costs for any pre-lien letter. Said lien shall be effective from and after its recording in accordance with the provisions of The

Condominium Act, and shall otherwise be enforceable as provided in The Condominium Act. The lien shall be deemed to be prior to and superior to the creation of any homestead status, and every purchaser of a condominium unit interest hereby consents to the imposition of such lien prior to any homestead status. This lien shall be inferior and subordinate to the lien of an institutional first mortgage.

## ARTICLE 17

### MAINTENANCE AND REPAIRS

A. The owner of each condominium unit at his own expense shall see to and be responsible for the maintenance of his unit and all equipment and fixtures therein, including but not limited to all air conditioning equipment (including compressors for his unit located within a unit or on the common elements), and must promptly correct any condition which would, if left uncorrected, cause any damage to another unit, and shall be responsible for any damages caused by his willful, careless or negligent failure to act. Furthermore, the owner of each unit shall at his own expense be responsible for the upkeep and maintenance, including but not limited to painting, replastering, sealing and polishing, of the interior finished surfaces of the perimeter walls, doors, ceilings and floors which constitute the boundary lines of the unit (including the attached porches); and such owner shall at his own expense maintain and replace when necessary all screening within his unit and within the perimeter walls of his unit or limited common elements appurtenant thereto (including its attached porches); and all window and plate glass in windows and plate glass in the perimeter walls of the unit. Additionally, the unit owner shall be responsible for repair and/or replacement of his garage door (units with garages only and with a uniform style as determined by the Board of Directors) except for repainting of the exterior surface thereof, which shall be the responsibility of the Association. The foregoing maintenance and repair obligation notwithstanding, the Condominium Association, in the exercise of its discretion, may require established levels of maintenance and upkeep of the various apartment unit owners with respect to their porches and may reasonably regulate and control and make rules relating to the appearance, painting and decorating and utilization of the porches. The Condominium Association may likewise undertake the painting, maintenance and/or repair of all exterior walls of the Condominium, whether or not falling within a porch, balustrade or railing, as part of any overall program of maintenance and repair. Unit owners will be individually responsible for the maintenance of the electrical system and electrical distribution systems within their own units from and including the electrical panel box applicable and servicing only the apartment and outlets within the apartment. It shall be the responsibility of the Association to maintain and repair the electrical system and distribution lines up to the individual unit electrical panel boxes. Unit owners will be individually responsible for the maintenance of all plumbing lines from the unit side of the shutoff valve located outside of the unit, including any hose bibs and all plumbing lines inside of the unit.

B. Except as provided in Paragraph A above and elsewhere in this Declaration, the Association shall be responsible for and see to the maintenance, repair and operation of the common elements and limited common elements of the Condominium. The Association shall be responsible for the maintenance, repair and replacement of the plumbing lines which run from the street to, and including, the shutoff valve outside of each unit. The Association shall have all the power necessary to discharge this responsibility and may exercise these powers exclusively if it so desires, or may delegate them as elsewhere provided for in this Declaration or in the By-Laws of the Association.



## ARTICLE 18

### ALTERATION OF UNITS

No owner of a condominium unit shall make or cause to be made any structural modifications or alterations in his unit, or in the water, gas, electrical, plumbing, air conditioning equipment or utilities therein without the consent of the Association, which consent may be withheld in the event the Board of Directors determines that such structural alteration or modification would in any manner endanger the building, or detract from the exterior appearance of the building. If the modification or alteration desired by a unit owner involves the removal of any permanent interior partition, the Association may permit same if the same is not a load bearing partition and if the same does not interfere with any common utility source. No unit owner shall cause any improvements or changes to be made to the exterior of the building, including but not limited to painting, installation of electric wires, antennas or satellite dishes (except as allowed by law), or air conditioning units which may protrude through the walls or roof of the building, install hanging plants, shutters, drapes, blinds or lights on porches or exterior walls, or in any other manner change the appearance of the exterior of the building or any portion of the building not totally within the unit, without consent of the Association. No unit owner nor any other person shall install upon the roof or exterior of the Apartment Building upon the Condominium Property, or upon the common elements or limited common elements of the Condominium, any TV antennae, radio antennae, electric, electronic or electro-mechanical device, satellite dish, decorative item or affixed furnishing without the consent of the Association.

## ARTICLE 19

### ALTERATIONS, ADDITIONS AND IMPROVEMENTS TO COMMON ELEMENTS

The Association shall have the right to make or cause to be made substantial and material alterations, improvements and additions to the common elements, in accordance with the following provisions:

A. A special meeting of all of the unit owners may be called for the purpose of acting upon the proposal for such substantial alteration, improvement or addition, upon not less than ten (10) days nor more than thirty (30) days' notice.

B. A vote of a majority of the total number of votes of all members in the Association, in person or by proxy, shall be required to approve and adopt the provisions allowing such alterations, improvements or additions.

C. The cost of such alteration, improvement or addition shall be assessed and collected as a common expense and each unit owner shall incur the same portion or share of such cost as is the share of common elements appurtenant to his unit, as such shares are set forth in this Declaration.

## ARTICLE 20

### LIABILITY INSURANCE

The Board of Directors of the Association shall obtain liability insurance in such amounts as the Board of Directors may determine from time to time, including any deductible, for the purpose of providing liability insurance coverage for the common elements and limited common elements of this Condominium. The Board of Directors shall collect and enforce payment of a share of the premium for such insurance from each unit owner as an assessment in accordance with the percentages of ownership of the common elements as set forth herein. Each individual unit owner shall be responsible for purchasing of liability insurance for accidents occurring in his own unit. In accordance with the provisions of The Condominium Act, the liability of a unit owner for common expenses shall be limited to amounts for which he is assessed from time to time in accordance with The Condominium Act, this Declaration and the By-Laws. The owner of a unit shall have no personal liability for any damages caused by the Association on or in connection with the use of the common elements except to the extent that and only if the law mandates such personal liability.

A unit owner shall be liable for injuries of damages resulting from an accident in his own unit to the same extent and degree that the owner of a house would be liable for an accident occurring within the house.

## ARTICLE 21

### PROVISIONS FOR CASUALTY INSURANCE, PAYMENT OF PROCEEDS, RECONSTRUCTION

A. Purchase of Insurance. The Board of Directors of the Association shall keep the Condominium Property insured. The Condominium Property shall include all the buildings erected upon the land, all fixtures and personal property appurtenant thereto owned or used by the Association or constituting part of the common elements or limited common elements and all units contained therein. The insurance shall insure the interest of the Association and all unit owners and their mortgagees as their interests may appear against loss or damage by fire and hazards covered by a standard coverage endorsement and such other risks of a similar or dissimilar nature as are customarily covered with respect to buildings similar in construction, location and use to the buildings erected upon the Condominium Property, in an amount which shall be equal to the full insurable replacement value of the buildings (exclusive of land) as determined no less than every three (3) years by an independent appraiser. The Association is authorized to obtain and accept a policy with a deductible clause in an amount as determined appropriate by the Board of Directors. The Board shall establish the amount of the deductible based upon the level of available funds and predetermined assessment authority at a meeting of the Board. Such meeting shall be open to all unit owners. The Association, through the Board, shall use its best efforts to obtain and maintain adequate insurance to protect the Association, the Association property, the common elements and the Condominium Property. Every hazard insurance policy shall provide primary coverage for all portions of the Condominium Property as originally installed or replacement of like kind and quality, in accordance with the original plans

and specifications, and any alterations or additions made to the Condominium Property or Association property which have been approved by the Board of Directors. The coverage shall exclude all personal property within the unit and the floor, wall and ceiling coverings, electrical fixtures, appliances, water heaters, water filters, built-in cabinets and countertops, and window treatments, including curtains, drapes, blinds, hardware, and similar window treatment components or replacements of any of the foregoing. Each unit owner shall maintain liability and hazard insurance for all portions of the unit and personal property therein, as specified by section 718.111(11)(f)3, Florida Statutes, as amended from time to time. The unit owner shall provide evidence of a current policy of hazard and liability insurance to the Association upon request, but not more than once per year.

B. Assured and Loss Payable. All casualty insurance policies purchased by the Association hereunder shall be for the benefit of the Association and all unit owners and their mortgagees as their interests may appear and shall provide that all proceeds covering casualty losses shall be paid to the Association.

C. Payment of Premiums, and Collection. The Board of Directors shall collect and pay the premiums for casualty insurance as a part of the common expenses for which assessments are levied.

D. Mandatory Repair. Unless there occurs substantial damage or destruction to all or a substantial part of the Condominium Property as hereinafter defined, and subject to the provisions hereinafter provided, the Association and the unit owners shall repair, replace and rebuild the damage caused by casualty loss, which shall be borne by the unit owners in proportion to the shares of the common elements as set forth in this Declaration.

E. Determination of Damage and Use of Proceeds. Immediately after a casualty damage to any part of the Condominium Property, the Board of Directors shall obtain reliable and detailed estimates of the cost necessary to repair and replace the damaged property to a condition as good as the condition that existed prior to the casualty loss, provided that if a casualty causing damage is limited to a single unit, then it shall be the responsibility of the unit owner to obtain estimates of the cost of repair and replacement aforesaid. If the net proceeds of insurance are insufficient to pay the estimated cost of repair and replacement, the Board of Directors shall promptly, upon determination of deficiency, levy a special assessment against all unit owners for that portion of the deficiency related to common elements and limited common elements in accordance with the percentages set forth in this Declaration and against the individual unit owners for that portion of the deficiency related to common elements and limited common elements in accordance with the percentages set forth in this Declaration and against the individual unit owners for that portion of the deficiency related to individual damaged units; provided, however, that if in the opinion of the Board of Directors it is impossible to accurately and adequately determine the portion of the deficiency relating to individual damaged units, the Board of Directors shall levy the special assessment for total deficiency against each of the unit owners according to the percentages set forth in this Declaration, except as provided in Paragraph H below.

Unless there occurs substantial damage to or destruction of all or a substantial portion of the Condominium Property and the unit owners fail to elect to rebuild and repair as provided in Paragraph F below, the Association shall disburse the net proceeds and the funds collected by the Board of Directors from the assessment hereinabove set forth to repair and replace any damage or destruction of property, and shall pay any balance remaining to the unit owners and their mortgagees as their interests may appear. The proceeds of insurance and the funds collected by the Board of Directors from the assessments as hereinabove provided shall be held by the Association trust for the uses and purposes herein provided.

F. Total Destruction. As used in this Declaration, and in any other connection or context dealing with this Condominium, "substantial damage to or destruction of all or a substantial portion of the Condominium Property" shall mean:

1. With respect to the entire Condominium, that two-thirds ( $\frac{2}{3}$ ) or more of all units are or have been rendered untenable by casualty loss or damage; and/or,
2. If two-thirds ( $\frac{2}{3}$ ) or more of all the units are not or have not been rendered untenable by casualty loss or damage, then with respect to at least one separate and distinct Apartment Building within the Condominium, that three-fourths ( $\frac{3}{4}$ ) or more of the apartment units in such distinct and separate Apartment Building are or have been rendered untenable by such casualty loss or damage.

Should there occur such substantial damage to or destruction of all or a substantial part of the Condominium Property with respect to the entire Condominium, the Condominium Property shall not be reconstructed unless a majority of all the unit owners shall agree thereto, in writing, within sixty (60) days after the casualty should such damage or casualty loss be to less than that degree described above, then each Apartment Building experiencing such degree of damage or casualty loss shall nevertheless be reconstructed if three-fourths ( $\frac{3}{4}$ ) of the unit owners owning units so damaged or destroyed shall agree to such reconstruction, in writing, within ninety (90) days after the casualty loss or damage occurs. In any of such events should reconstruction not be approved as aforesaid, the Insurance Trustee is authorized to pay proceeds of the insurance to the unit owners and their mortgagees as their interests may appear in accordance with the provisions of Paragraph H below. The determination not to reconstruct after casualty shall be evidenced by a certificate, signed by one of the officers of the Association, stating that the said sixty (60) day period has elapsed and the Association has not received the necessary writings from two-thirds ( $\frac{2}{3}$ ) of the unit owners.

G. Association as Agent. The Association is hereby irrevocably appointed agent for each unit owner to adjust all claims arising under insurance policies purchased by the Association, and to execute a release thereof.

H. Repair and Reconstruction. The provisions of Paragraphs D, E and F to the contrary notwithstanding, each separate and distinct Apartment Building shall for the purposes of

reconstruction and repair in the event of casualty loss be treated as if the same were the only Apartment Building in the Condominium, to the effect that:

1. All insurance proceeds reasonably attributable to the damage or destruction to one such Apartment Building shall be first used for the reconstruction and repair of that Building, to the extent that proceeds are sufficient; and, in the event that such proceeds are not sufficient, the condominium unit owners in that Building alone shall be assessed in proportion to their relative shares of the common elements for any deficiency or insufficiency in the funds necessary for such reconstruction or repair as contemplated by Paragraph D above. For the purpose of this Paragraph H, the relative share of common elements attributable to a unit owner shall be deemed to be that percentage which is the quotient of such unit owner's share of the common elements as set forth in Article 6, divided by the sum total of the shares in the common elements attributable to all the condominium units in that Building as set forth in Article 6. The relative proportion thus established with respect to all condominium units in an Apartment Building is hereinafter referred to as the "relative common elements per Building".
2. If under the provisions of Paragraph E above, the Board of Directors shall be required to levy a special assessment for a portion of the deficiency in funds available for reconstruction and repair of a separate Apartment Building related to the common elements and limited common elements, then the Board of Directors shall determine in its reasonable opinion what portion of any of the deficiency is related to common elements not exclusively within the particular Apartment Building which has suffered casualty loss and damage and that portion of such deficiency shall be distributed among the unit owners as an assessment in proportion to their shares of the common elements, and the balance of the deficiency so attributable to the common elements and limited common elements shall be distributed as an assessment among the unit owners in that Apartment Building suffering such casualty loss or damage in proportion to the relative common elements per building attributable to each of said units and as computed in accordance with the provisions of Paragraph H-1 above.
3. In the event that there shall be insurance proceeds in excess of the cost of reconstruction and repair of casualty loss to a given separate and distinct Apartment Building, then the Board of Directors shall reasonably ascertain what portion, if any, of that excess is fairly attributable to the entire Condominium and that portion shall be distributed or applied to the unit owners and their mortgagees as their interests may appear in proportion to the share of common elements attributable to each of said units, and the balance of any such excess of insurance proceeds shall be distributed and paid over to the unit owners and their mortgagees as their interests may

appear in the separate and distinct Apartment Building suffering such loss or damage in proportion to those unit owners' shares of the relative common elements per building calculated in accordance with the provisions of Subparagraph 1 above.

4. In the event that there shall occur to a separate and distinct Apartment Building in the degree of damage or destruction described in Paragraph F-2 above, but the Condominium as a whole shall not have experienced the degree of damage, destruction or loss as set forth in Paragraph F-1 above, and the Apartment Building suffering such damage or destruction shall have failed to elect to be repaired or reconstructed in accordance with the provisions of Paragraph F above, then the Condominium Regime shall be deemed terminated with respect to that Apartment Building only and this Declaration of Condominium shall be deemed amended and the following shall result:

- (a) The Board of Directors, upon advisement of one or more independent appraisers, shall determine the fair value of all the Condominium Property (including improvements) immediately prior to the damage or destruction resulting in the termination of the Condominium Regime. There shall then be computed that portion of said fair value which is attributable to the said damaged and destroyed Apartment Building, as follows:

The total of the relative common elements per building attributable to units in the Apartment Building so destroyed or damaged shall be multiplied by the fair value of all the Condominium Property as established by the Board of Directors and the product thereof shall be that portion of the fair value attributable to said destroyed or damaged Apartment Building. There shall be subtracted from said portion of the fair value the loss or damage experience by the Condominium attributable to the damage or destruction of the said Apartment Building. There shall be subtracted from said portion of the fair value the loss or damage experience by the Condominium attributable to the damage or destruction of the said Apartment Building. That difference, plus the total amount of insurance proceeds attributable to said loss, shall be deemed the total purchase price for the condominium units in the said destroyed or damaged Apartment Building. The Condominium Association shall, within thirty (30) days of the request by any unit owner, whether or not the unit owned is in the destroyed or damaged apartment Building, or by such unit owner's mortgagee, providing only that the times for the elections set forth in Paragraph F above have fully run, require the Condominium to call a general meeting of its members at which time there shall be considered the question as to whether or not the total Condominium Regime be terminated in accordance with this Declaration. If the Condominium shall not elect to terminate in accordance with this Declaration, then the Condominium Association shall purchase the condominium units in the destroyed or damaged Apartment Building from the unit owners thereof for the total purchase price therefor hereinabove mentioned, each such unit owner receiving that portion of the said total purchase price as is proportionate to his unit's share of the relative common elements per building, that portion being the purchase price for his unit. The purchase price for each such unit

shall be paid to each of said unit owners and his mortgagee as their interests may appear as follows: Immediately upon receipt of the insurance proceeds, that portion thereof, if any, not attributable to the damage, loss or destruction of the Apartment Building so damaged or destroyed, shall be set aside and the balance paid over to the condominium unit owners in proportion to their respective shares of the said total purchase price and shall constitute part of the purchase price for that unit. The balance of the purchase price for each unit shall be paid over to said unit owners and their mortgagees at the Association's option in not more than twelve (12) equal monthly installments commencing thirty (30) days after the closing of each transaction of purchase and sale without interest.

- (b) The Condominium Association, upon the acquisition of the title to the units and interests of the unit owners in the damaged or destroyed Apartment Building, shall have the option of either:
  - (1) Terminating the Condominium Regime with respect to the destroyed or damaged Apartment Building and making the site thereof a common element of the Condominium; or
  - (2) Rebuilding and reconstructing the destroyed or damaged building in a manner approved by two-thirds ( $\frac{2}{3}$ ) of the condominium unit owners, not including for this purpose the Condominium Association with respect to the units owned by it, which interests shall not be voted.
- (c) In the event that the Association decides to terminate the Regime with respect to the damaged or destroyed Apartment Building, a certificate shall be filed among the Public Records executed by two (2) officers of the Association evidencing the Association's intent to amend the Declaration of Condominium under this provision by removing from the Condominium Property the destroyed and/or damaged Apartment Building as an improvement and by redistributing the shares in the common elements previously owned by the unit owners in the destroyed or damaged Apartment Building among the remaining unit owners in the proportions that their shares of the common elements as set forth in this Declaration hereof bear to one another, such that upon completion of such redistribution one hundred percent (100%) of the common elements will have been distributed among the remaining condominium unit owners and the condominium units not contained in the damaged or destroyed Apartment Building. Said certificate shall also redistribute the shares of common expenses and common surplus previously attributable to the units in the damaged or destroyed Apartment Building among the remaining units in the proportions of their shares of the common expenses and common surplus as set forth in this Declaration of Condominium bear to one another, such that upon completion of

such redistribution, one hundred percent (100%) of the common expenses and common surplus will have been distributed among the remaining condominium units not contained in the damaged or destroyed Apartment Building.

## ARTICLE 22

### TERMINATION

The provisions for termination contained in this Declaration are in addition to the provisions for voluntary termination provided for by The Condominium Act as amended, from time to time. In addition, the Condominium may be voluntarily terminated if the proposed voluntary termination is submitted to a meeting of the members pursuant to notice and is approved in writing within ninety (90) days of said meeting by one hundred percent (100%) of the total vote of the members of the Association and by all holders of first mortgages encumbering units in the Condominium.

## ARTICLE 23

### EASEMENTS FOR ENCROACHMENTS

All the Condominium Property and all the condominium units and the common elements and the limited common elements shall be and are singularly and collectively subject to easements for encroachments which now or hereafter exist or come into being, caused by settlement or movement of the building or other improvements upon the Condominium Property, or caused by minor inaccuracies in construction or reconstruction of the building or such improvements upon the Condominium Property, which encroachments shall be permitted to remain undisturbed and such easements shall and do exist and shall continue as valid easements so long as such encroachments exist. A valid easement for the maintenance of such encroachments is herein created so long as such encroachments stand.

## ARTICLE 24

### MISCELLANEOUS PROVISIONS

A. Right of Entry. The Condominium Association, its officers, directors, agents and employees, shall at all times have the right to enter the condominium units at reasonable times for the purposes of inspecting the common elements, gaining access to the common elements, or making repairs or otherwise maintaining the Condominium Property, or to abate emergency situations which threaten damage to the Condominium Property or any of it.

B. Security System. The condominium unit owner shall have the right to have his unit connected to an external security system and to allow the placement of cables, equipment and/or electronic devices upon the Condominium Property as shall be reasonably necessary to provide such service to such condominium unit, providing that such installation shall not be unsightly when installed outside the unit and that such installation shall not interfere with the



reasonable, lawful and peaceful use of the common elements and the limited common elements by the persons entitled to use them.

C. Association May Waive Leasehold Restrictions. The provisions of this Declaration respecting the restrictions on leasing as amended from time to time, and the right of the Association, may be waived as a matter of Association policy uniformly applicable to all unit owners, upon recommendation of the Association approved by resolution of the membership (unit owners). Notwithstanding such waiver, the Board of Directors shall have the power to reimpose any of the waived restrictions or limitations set forth in this Declaration without approval of the membership being required. By a majority vote of the Board of Directors, the Board may impose additional restrictions and rules and regulations upon the leasing of units in addition to those contained in this Declaration, but no such rules and regulations shall be deemed applicable to any lease existing at the time of the promulgation of such rules and regulations, to the extent that such rules and regulations are inconsistent with the contractual obligations in the lease.

D. Approval by Condominium Association. Whenever an approval of the Condominium Association is called for in this Declaration or in the By-Laws of the Condominium Association, such approval shall not be unreasonably withheld and such approval may be granted by act of the Board of Directors of the Condominium Association except in cases where the particular provision involved requires approval by the unit owners or the Condominium Association's members.

## ARTICLE 25

### RECREATIONAL ASSOCIATION

THE WOODS AT ANDERSON PARK CONDOMINIUM, PHASE 1, is part of a larger development of the Developer known as THE WOODS AT ANDERSON PARK, a phase condominium (herein "development"). The Developer has filed an instrument in the Public Records of Pinellas County, Florida styled Declaration of Covenants and Restrictions for THE WOODS AT ANDERSON PARK RECREATION ASSOCIATION, INC. (herein "Declaration of Covenants and Restrictions"). The Declaration of Covenants and Restrictions provide for the creation of THE WOODS AT ANDERSON PARK RECREATION ASSOCIATION, INC., a non-profit Florida corporation (herein "Recreation Association"). The purpose of the Recreation Association is to own, operate, manage, and maintain the improved recreation area (as defined in the Declaration of Covenants and Restrictions).

Unit owners become members of said Recreation Association and by the acceptance of their respective deeds, will have agreed: That his unit is subject to the Declaration of Covenants and Restrictions including amendments thereto; to abide by the rules and regulations of the Recreation Association, and to pay such assessments, dues and charges as shall be levied by the Board of Directors of said Association, in accordance with its Articles of Incorporation, By-Laws and the Declaration of Covenants and Restrictions. The Declaration of Covenants and Restrictions (the Declaration of Covenants and Restrictions for THE WOODS AT ANDERSON PARK RECREATION ASSOCIATION, INC.) have been recorded in Official Records Book

5697 at Page 123 et seq. of the Public Records of Pinellas County, Florida. The Articles of Incorporation of THE WOODS AT ANDERSON PARK RECREATION ASSOCIATION, INC. have been filed with the Secretary of State of Florida. The three aforesaid documents are made a part hereof by this reference as though set forth in their entirety herein.

IN WITNESS WHEREOF, THE WOODS AT ANDERSON PARK CONDOMINIUM ASSOCIATION, INC., a Florida not for profit corporation, has caused this Amended and Restated Declaration of Condominium to be executed by its duly authorized officers this 29 day of NOVEMBER, 2010.

IN THE PRESENCE OF:

THE WOODS AT ANDERSON PARK  
CONDOMINIUM ASSOCIATION, INC.  
a Florida not for profit corporation

Witness Signature

Robert Basile  
Witness Printed Name

Witness Signature

JOSEPH D. FLOOD  
Witness Printed Name

By:

SYLVESTER WILLIAMS  
Sylvester Williams President

ATTEST:

By:

LIZ LORELLO  
Liz Lorello, Secretary

STATE OF FLORIDA

:

: SS

COUNTY OF PINELLAS

:

BEFORE ME, a Notary Public in and for the State and County aforesaid, duly authorized to take acknowledgments, personally appeared Sylvester Williams and Liz Lorello as President and Secretary respectively, of THE WOODS AT ANDERSON PARK CONDOMINIUM ASSOCIATION, INC., a Florida not for profit corporation, to me well known and they acknowledged before me that they executed, sealed and delivered the foregoing Amended and Restated Declaration of Condominium for the

uses and purposes therein expressed, as such officers, by authority and on behalf of said Corporation, as the free act and deed of said Corporation.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal at  
Pine Hills County, FL, said County and State, this 29th day of November,  
2010.

  
\_\_\_\_\_  
NOTARY PUBLIC  
State of Florida At Large

My commission expires:



M:\WoodsatAndersonPark\Amended&RestatedDeclaration.WORD.7.19.2010.doc

**PLOT PLAN AND FLOOR PLAN**

**PLOT PLAN AND SURVEY**

**COMPOSITE EXHIBIT A**

ALL LANDS THAT MAY BECOME PHASE

[illegible][illegible]

## AN INGRESS AND EGRESS EASEMENT

[illegible][illegible]

# UNIT 10: THE FUTURE

SHEET 2 of 2



DAVID, INC.

[illegible]

END MINIMUM  
Book # - 75

A PORTION OF TRACT 61, SECTION 18, TOWNSHIP 27 SOUTH, RANGE 16 EAST, TAVAR  
TARDON SPRINGS LAND CO. ACCORDING TO THE MAP OF PLAT THEREOF AS RECORDED  
IN PLAT BOOK H-1, PAGE 116, PUBLIC RECORDS OF SPINNAH COUNTRY, FLORIDA,  
ALL MORE PARTICULARLY DESCRIBED AS FOLLOWS: FROM THE SW CORNER OF THE SW 1/4  
OF SECTION 18, TOWNSHIP 27 SOUTH, RANGE 16 EAST; THENCE N 00°51' 41"  
W 102.22 FEET; THENCE S 89°59' 56" E 100.10 FEET TO THE POINT OF BEGINNING;  
THENCE S 89°59' 56" E 163.40 FEET TO A POINT OF CURVATURE; THENCE  
ALONG THE ARC OF A CURVE TO THE LEFT 81.20 FEET; R237.150.00 FEET;  
40.31 FEET; CHORD BEARING N 76°58' 34" E TO A POINT OF REVERSE CURVATURE;  
THENCE ALONG THE ARC OF A CURVE TO THE RIGHT 81.20 FEET; RADIUS 150.00  
FEET; CHORD 40.31 FEET; CHORD BEARING N 76°58' 34" E TO A POINT OF  
THENCE S 89°59' 56" E 163.40 FEET TO A POINT OF CURVATURE; THENCE  
ALONG THE ARC OF A CURVE TO THE LEFT 107.69 FEET; RADIUS 150.00 FEET;  
CHORD BEARING S 79°15' 54" E TO A POINT OF TANGENCY; THENCE  
S 46°41' 52" E 100.07 FEET; THENCE S 43°16' 08" N 105.57 FEET;  
N 0°59' 56" W 82.67 FEET; THENCE N 00°51' 41" W 142.20 FEET TO THE  
POINT OF BEGINNING.

ALL LANDS THAT MAY BECOME PHASE 1

[illegible]

CONTAINS 4.4366 ACRES, MORE OR LESS.

ALL LANDS THAT MAY BECOME

[illegible]

LESS, THE FOLLOWING DESCRIBED PARCEL:

RECREATION PHASE, (NOT IN CONDOMINIUM PROPERTY)

[illegible]

CONTAINS 35.9224 ACRES, MORE OR LESS.



STANDARD REAGENT CHEMICALS, INC.

THE UNIVERSITY OF CHICAGO PRESS

CONDOMINIUM  
860K # 75 Page # 45

ALL LANDS THAT MAY BECOME PUBLIC

CORNER HARBOR SPRINGS L&O AND SEC. 18, TOWNSHIP 21 SOUTH, RANGE 16 EAST,  
COUNTY OF ALBERTA, ACCORDING TO THE MAP ON PLAT THEREOF AS RE-  
CORDED IN THE RECORDS OF THE SURVEYS OFFICE, SASKATOON DISTRICT, S.D.,  
ALL MORE PARTICULARLY DESCRIBED AS FOLLOWS:

SECTION 18, TOWNSHIP 21 SOUTH, RANGE 16 EAST, THENCE N 09°51' 41" E, 32.5  
+ 1461.82 FEET; THENCE S 81°49' 56" E, 40.06 FEET; THENCE CONTINUE S 79°49' 56" E,  
41.01 FEET TO A POINT OF CURVATURE; THENCE ALONG THE ARC OF A CURVE TO THE  
LEFT BY .30 FEET, RADIUS 150.00 FEET, CHORD 90.31 FEET, CHORD BEARING  
N 76°59' 22" E, TO A POINT OF REVERSE CURVATURE; THENCE ALONG THE ARC OF A CURVE  
TO THE RIGHT BY 1.50 FEET, RADIUS 150.00 FEET, CHORD 80.31 FEET, CHORD BEARING  
POINT OF CURVATURE; THENCE ALONG THE ARC OF A CURVE TO THE RIGHT 107.69 FEET,  
RADIUS 150.00 FEET, CHORD 105.39 FEET, CHORD BEARING S 67°15' 54" E, TO A POINT  
OF TANGENCY; THENCE S 49°41' 52" E, 259.47 FEET TO A POINT OF CURVATURE; THENCE  
ALONG THE ARC OF A CURVE TO THE RIGHT 93.43 FEET, RADIUS 225.00 FEET, CHORD  
59.26 FEET, CHORD BEARING S 79°49' 56" E, TO A POINT OF TANGENCY; THENCE  
S 11°31' 41" E, 26.06 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE  
S 11°31' 41" E, 34.66 FEET TO A POINT OF BEGINNING; THENCE CONTINUE  
A CURVE TO THE LEFT 26.06 FEET, RADIUS 205.00 FEET, CHORD 99.17 FEET, CHORD  
BEARING S 69°21' 38" E, TO A POINT OF TANGENCY; THENCE S 69°09' 28" E, 111.99  
FEET TO A POINT OF CURVATURE; THENCE ALONG THE ARC OF A CURVE TO THE LEFT  
BY 14.28 FEET, RADIUS 115.00 FEET, CHORD 31.11 FEET, CHORD BEARING N 55°53' 53"  
E, TO A POINT OF TANGENCY; THENCE N 09°51' 41" E, 137.00 FEET, THENCE N 69°02' 49"  
E, 284.22 FEET, THENCE S 64°10' 31" W, 283.19 FEET TO THE POINT OF BEGINNING.

CONTAINS 2.4672 ACRES, MORE OR LESS.

ALL LANDS THAT MAY BECOME PHASE 6

ALL LANDS THAT MAY BECOME PHASE 2

A PORTION OF TRACT 61, SECTION 18, TOWNSHIP 18 SOUTH, RANGE 16 EAST, TAMA PARISH, LOUISIANA, BEING 60 ACRES, ACCORDING TO THE MAP OR MAPS AS RECORDED IN PLAT BOOK 1005, PAGE 10, OF THE PUBLIC LANDS OFFICE OF THE UNITED STATES, MORE PARTICULARLY DESCRIBED AS FOLLOWS: THENCE N 09° 41' 41" W, 58.5' OF SECTION 18, TOWNSHIP 18 SOUTH, RANGE 16 EAST, THENCE S 89° 49' 56" E, 126.5' OF SECTION 18, THENCE S 89° 49' 56" E, 108.4' FEET TO A POINT OF CURVATURE; THENCE ALONG THE ARC OF A CURVE TO THE LEFT 81.30 FEET, RADIIUS 150.00 FEET, CHORD 80.31 FEET, CHORD BEARING N 6° 38' 24" E, TO A POINT OF REVERSE CURVATURE; THENCE ALONG THE ARC OF A CURVE TO THE RIGHT 81.30 FEET, RADIIUS 150.00 FEET, CHORD 80.31 FEET, CHORD BEARING N 76° 30' 24" E, TO A POINT OF TANGENCY; THENCE S 89° 49' 56" E, 108.4' FEET TO A POINT OF CURVATURE; THENCE ALONG THE ARC OF A CURVE TO THE RIGHT 81.30 FEET, RADIIUS 150.00 FEET, CHORD 80.31 FEET, CHORD BEARING S 89° 49' 56" E, TO A POINT OF TANGENCY; THENCE N 09° 41' 41" E, 238.33 FEET; THENCE N 09° 41' 41" E, 191.33 FEET TO THE POINT OF BEGINNING.

CONTAINS 1.65850 ACRES, MORE OR LESS.

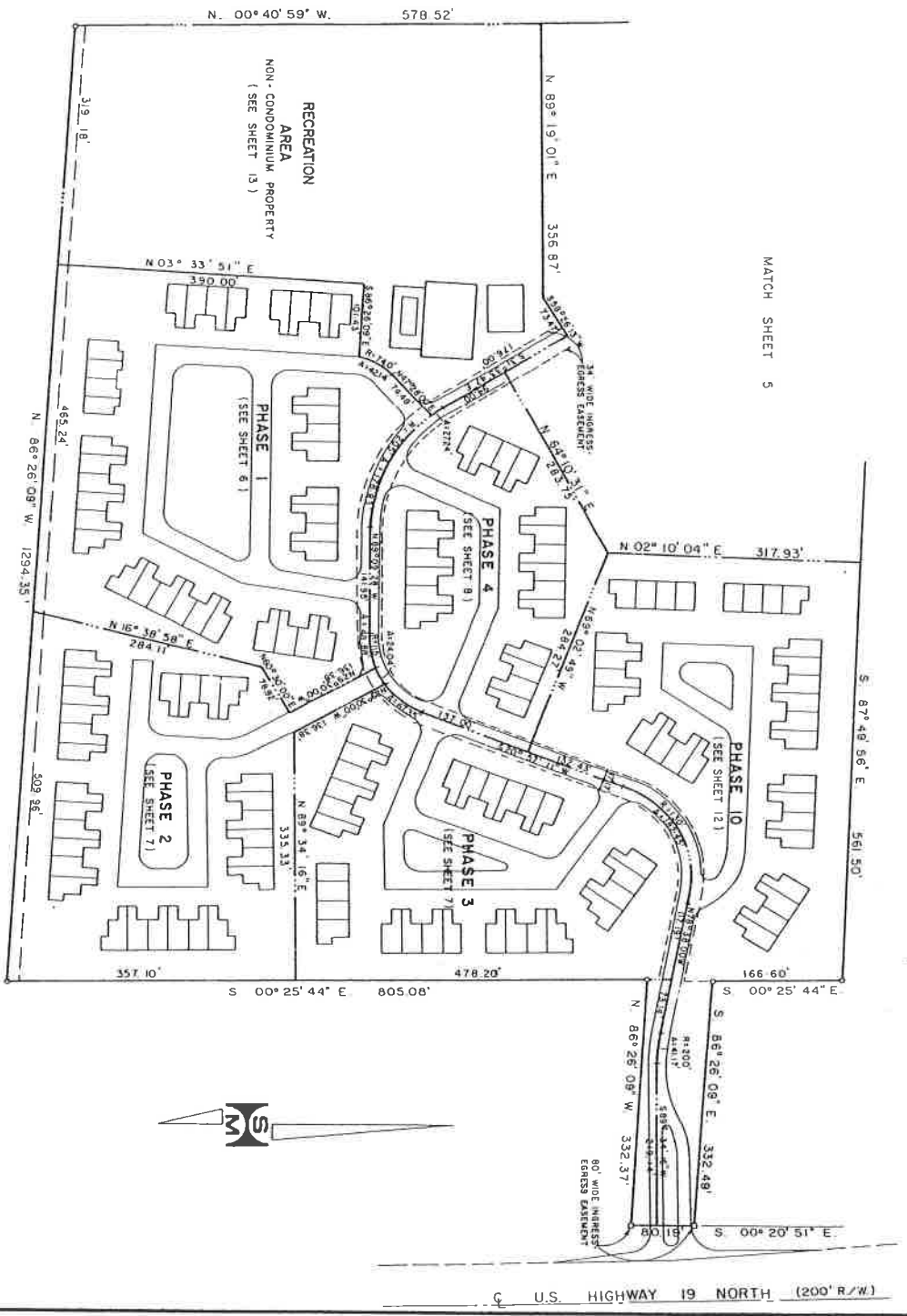


CONDOMINIUM  
 BOOK 19-5, PAGE 1157

# THE WOODS AT ANDERSON PARK

## A PHASE CONDOMINIUM

SECTION 18, TOWNSHIP 27 SOUTH, RANGE 18 EAST,  
 CITY OF TARPON SPRINGS, PINELLAS COUNTY, FLORIDA



**S**  
**M**

**SIPPEL, MASTELLER & KRAVETZ, INC.**  
 ENGINEERING PLANNING SURVEYING  
 1647 FLORIDA AVENUE, PALM HARBOR, FLORIDA 33628  
 813-784-1843



CONFIDENTIAL



STROBEL, NATHANIEL S. XRAYET, INC.



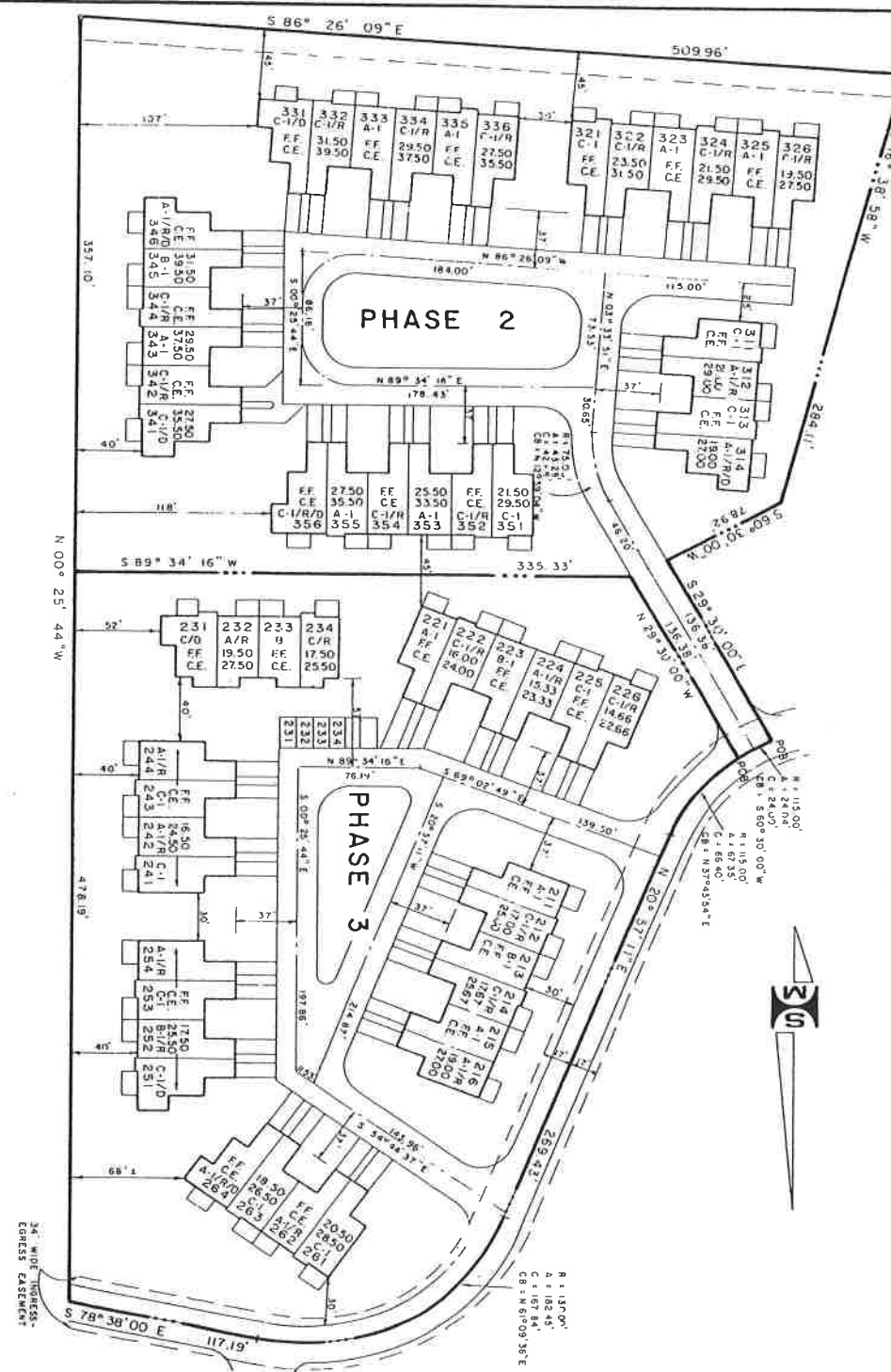


# THE WOODS AT ANDERSON PARK

## A PHASE CONDOMINIUM

SECTION 18, TOWNSHIP 27 SOUTH, RANGE 16 EAST,  
CITY OF TARPON SPRINGS, PINELLAS COUNTY, FLORIDA

CONDOMINIUM  
Book # 155  
Page # 50



### LEGEND

- 6311 6312 UNIT NUMBER
- 6313 6314 FINISHED FLOOR ELEVATION
- 6315 6316 CEILING ELEVATION
- 6317 6318

### NOTE:

NUMBERED PARKING SPACES ARE LIMITED COMMON ELEMENTS RESERVED FOR THE UNIT WITH CORRESPONDING NUMBER. CONTIGUOUS UNMARKED SPACES ARE RESERVED FOR USE BY GUESTS AND INVITEES OF SAID UNITS IN COMMON.

SCALE: 1" = 50'

SHEET 7 OF 24



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12427 FLORIDA AVENUE, PALM HARBOR, FLORIDA 33633  
813-764-8933

REV. PHASE 2 UNITS

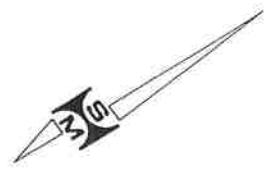
JC



# THE WOODS AT ANDERSON PARK

## A PHASE 5 CONDOMINIUM

SECTION 18, TOWNSHIP 27 SOUTH, RANGE 16 EAST,  
CITY OF TARPON SPRINGS, PINELLAS COUNTY, FLORIDA



**LEGEND**

	UNIT NUMBER
	FLOOR TYPE
	CEILING ELEVATION

6511 6512  
A-1 C-1/R  
FF 1200  
CE 2000

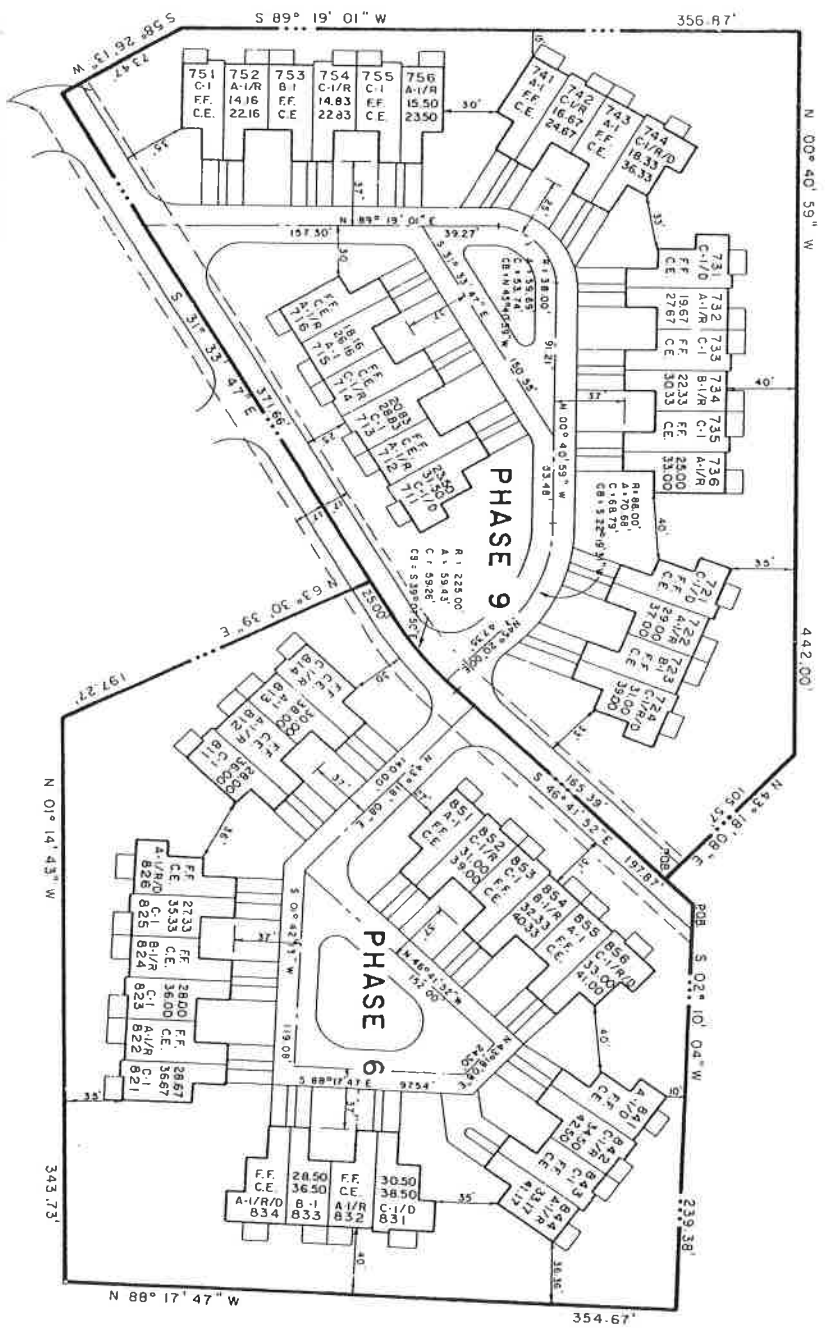


**SIPPE, MASTELLER & KRAVET, INC.**  
ENGINEERING PLANNING SURVEYING  
1427 FLORIDA AVENUE, PALM HARBOR, FLORIDA 33622  
813-784-6643

# THE WOODS AT ANDERSON PARK

## A PHASE CONDOMINIUM

SECTION 18, TOWNSHIP 27 SOUTH, RANGE 16 EAST,  
CITY OF TARPON SPRINGS, PINELLAS COUNTY, FLORIDA



### LEGEND

- 6511 6512 UNIT NUMBER
- A-1 C-1/R UNIT TYPE
- FF 1200 FINISHED FLOOR ELEVATION
- CE 2000 CEILING ELEVATION



SCALE 1" = 50'

SHEET 9 OF 24

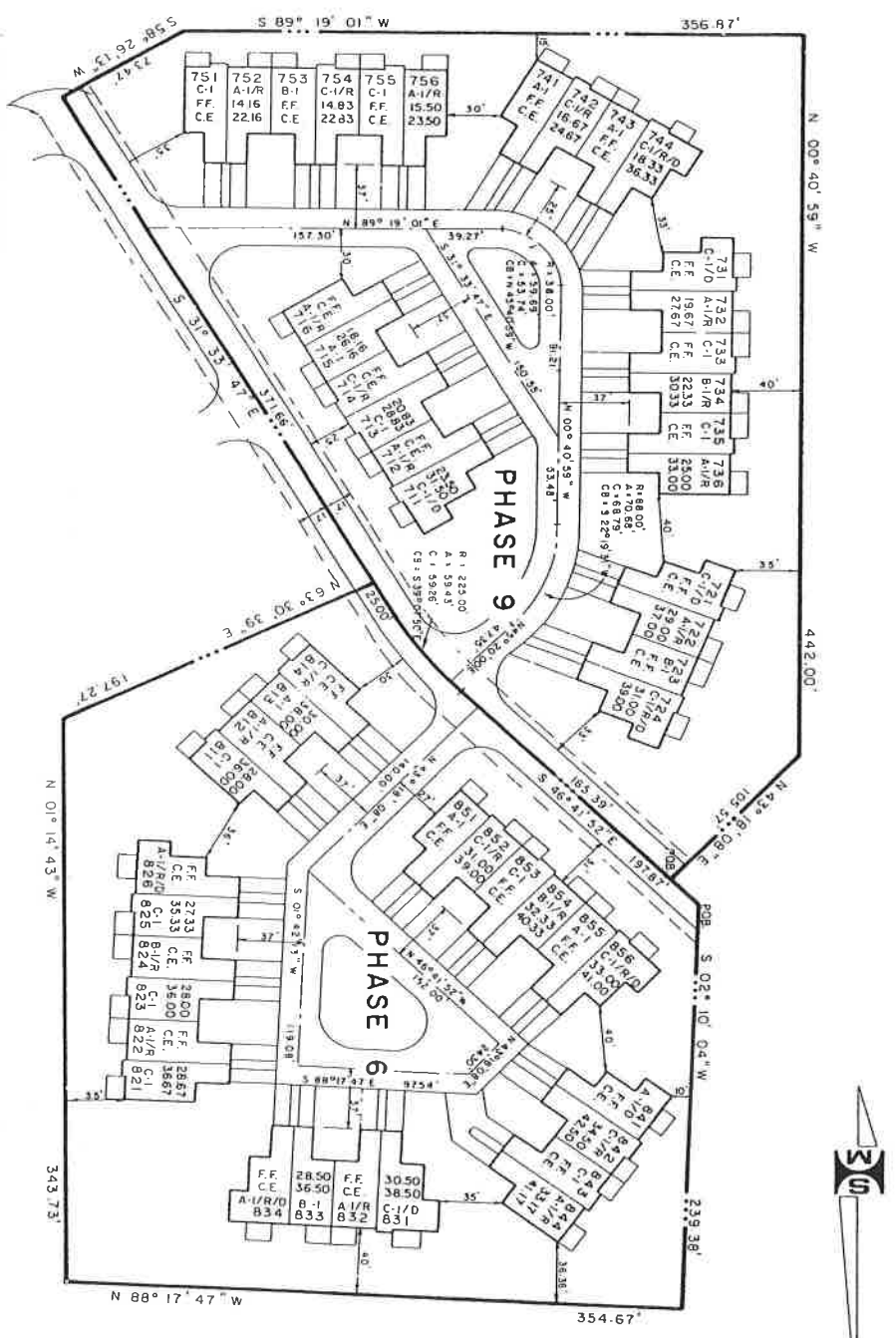


**SIPPE, MASTELLER & KRAVETZ, INC.**  
ENGINEERING PLANNING SURVEYING  
7807 FLORIDA AVENUE, PALM HARBOR, FLORIDA 34683  
813-786-6832

# THE WOODS AT ANDERSON PARK

## A PHASE 9 CONDOMINIUM

SECTION 18, TOWNSHIP 27 SOUTH, RANGE 16 EAST,  
CITY OF TARPON SPRINGS, PINELLAS COUNTY, FLORIDA



### LEGEND

- 6511 5512 UNIT NUMBER
- A-I C-I/R FINISHED FLOOR ELEVATION
- FF 12.00
- CE 20.00 CEILING ELEVATION



SHEET 9 OF 24

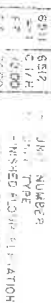


**BIPPLE, MASTELLER & KRAVETZ, INC.**  
ENGINEERING PLANNING SURVEYING  
1837 FLORIDA AVENUE, PALM HARBOR, FLORIDA 32883  
813-784-8833



SECTION 18, TOWNSHIP 27 SOUTH, RANGE 18 EAST,  
CITY OF TARPON SPRINGS, PINELLAS COUNTY, FLORIDA

Book # 75 Page # 83



SHOPEL, MASTER and KRAVET, INC

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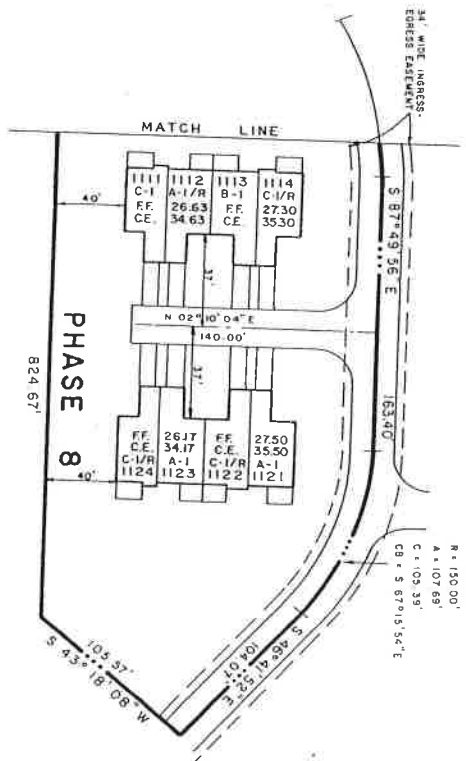
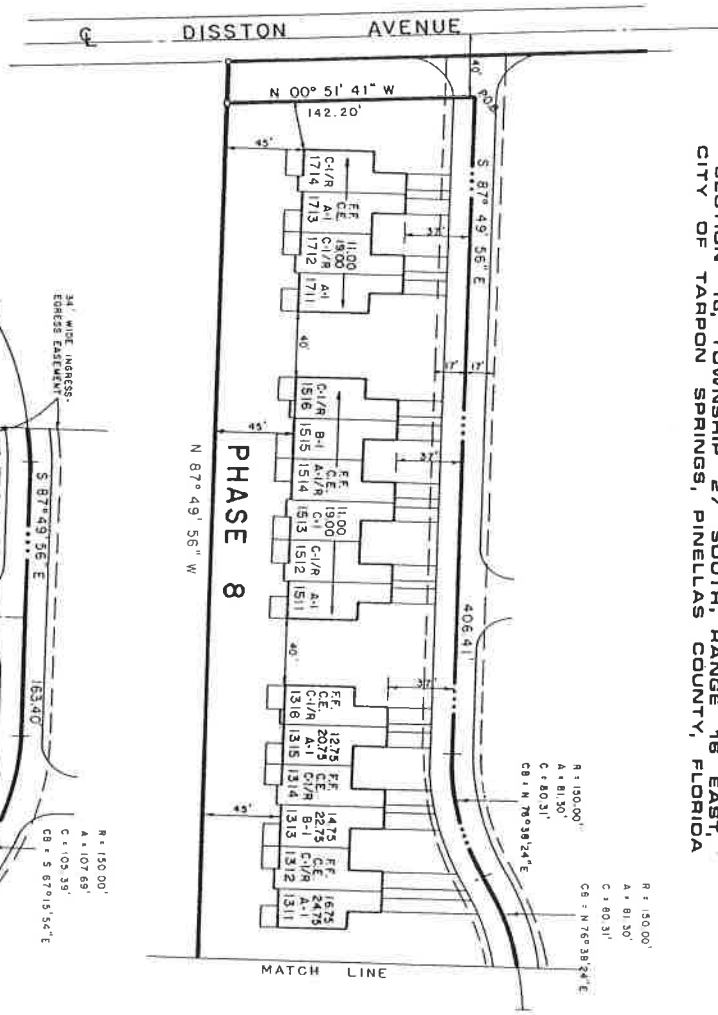


CONDOMINIUM  
BOOK 15, PAGE 100

# THE WOODS AT ANDERSON PARK

## A PHASE CONDOMINIUM

SECTION 18, TOWNSHIP 27 SOUTH, RANGE 16 EAST,  
CITY OF TARPON SPRINGS, PINELLAS COUNTY, FLORIDA



### LEGEND

6311	6312
A-1	C-1/R
FF	1200
CE	2000

UNIT NUMBER  
UNIT TYPE  
FINISHED FLOOR ELEVATION  
CEILING ELEVATION

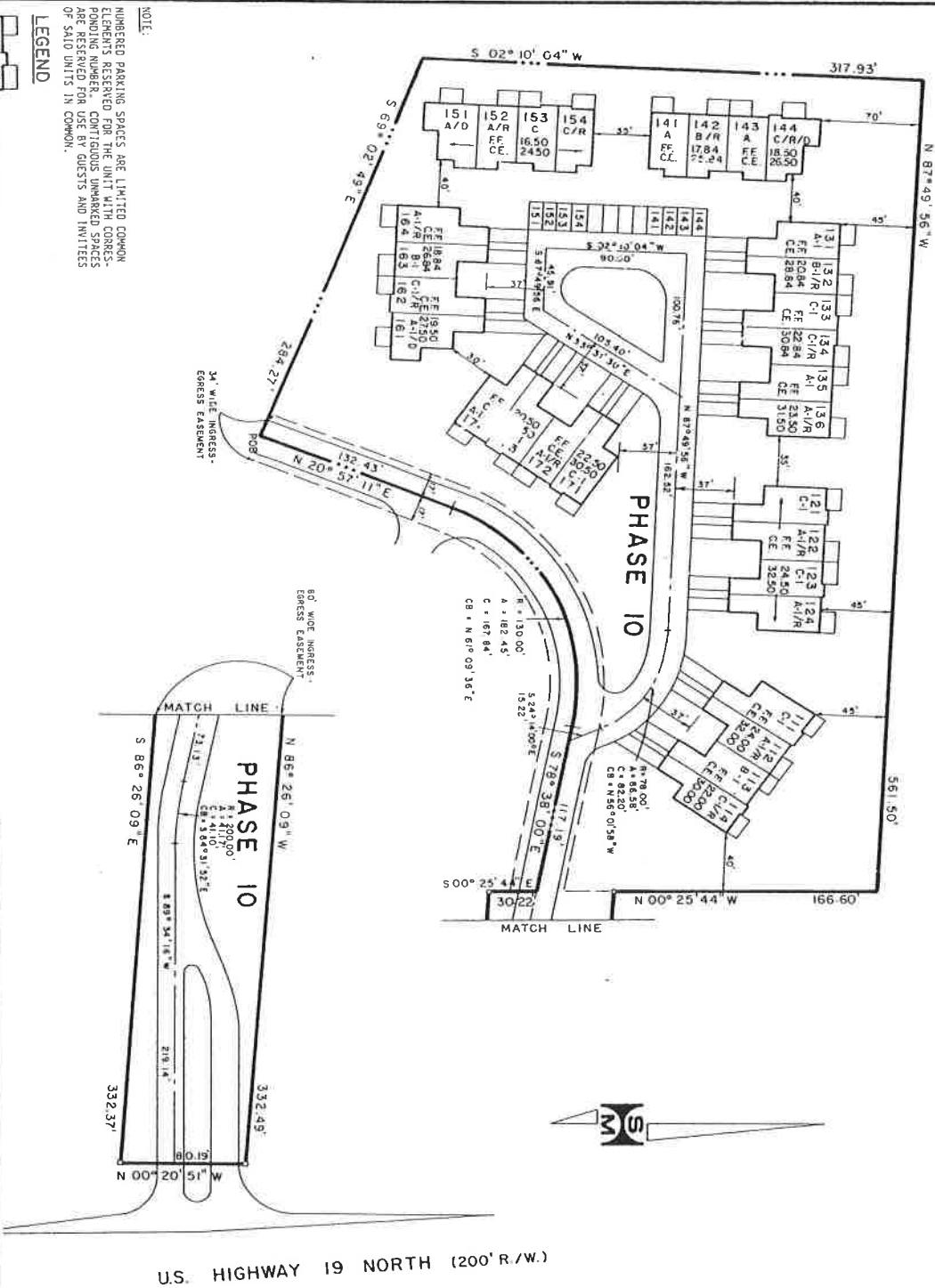


**SIPFEL, MASTELLER & KRAVETZ, INC.**  
ENGINEERING PLANNING SURVEYING  
1847 FLORIDA AVENUE, PALM HARBOR, FLORIDA 33683  
813-764-8843

# THE WOODS AT ANDERSON PARK

## A PHASE CONDOMINIUM

SECTION 18, TOWNSHIP 27 SOUTH, RANGE 16 EAST,  
CITY OF TARPON SPRINGS, PINELLAS COUNTY, FLORIDA

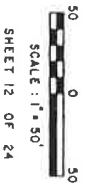


### NOTE:

NUMBERED PARKING SPACES ARE LIMITED COMMON ELEMENTS RESERVED FOR THE UNIT WITH CORRESPONDING NUMBER. CONTIGUOUS UNMARKED SPACES ARE RESERVED FOR USE BY GUESTS AND INVITEES OF SAID UNITS IN COMMON.

### LEGEND

6511 6512	UNIT NUMBER
A-1 C-1/R	UNIT TYPE
FF 1200	FINISHED FLOOR ELEVATION
CE 2000	CEILING ELEVATION



**SIPPE, MASTELLER & KRAVET, INC.**

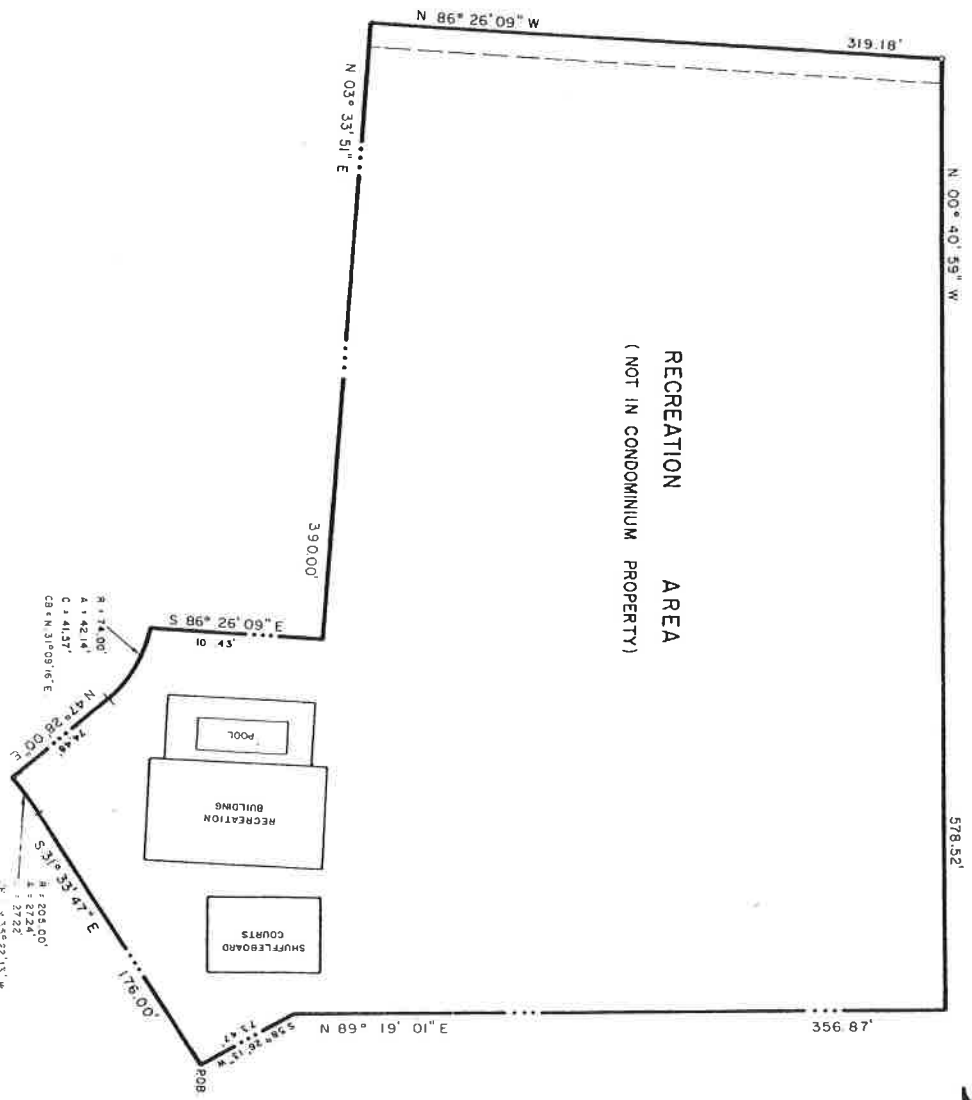
ENGINEERING PLANNING SURVEYING  
1647 FLORIDA AVENUE, PALM HARBOR, FLORIDA 32883  
813-786-6843



# THE WOODS AT ANDERSON PARK

## A PHASE CONDOMINIUM

SECTION 18, TOWNSHIP 27 SOUTH, RANGE 16 EAST,  
CITY OF TARPON SPRINGS, PINELLAS COUNTY, FLORIDA



50  
50  
SHEET 13 OF 24

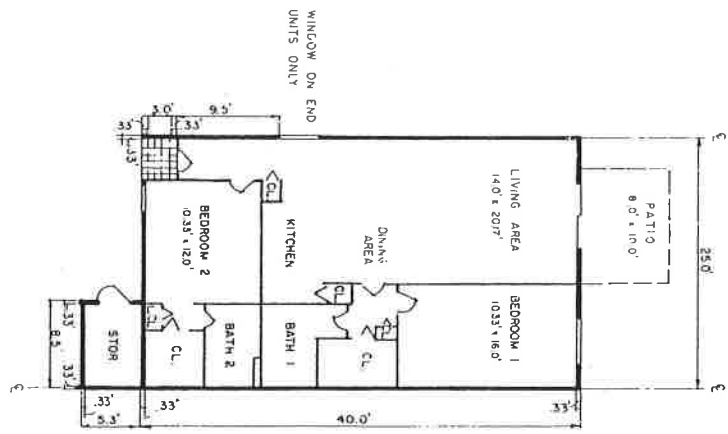
**SURREL, MASTERLERO & KRAVET, INC.**  
REGISTERED PROFESSIONAL ENGINEERS  
10000 W. US HIGHWAY 90, SUITE 200  
TARPON SPRINGS, FLORIDA 34689  
TEL: 941-288-1111



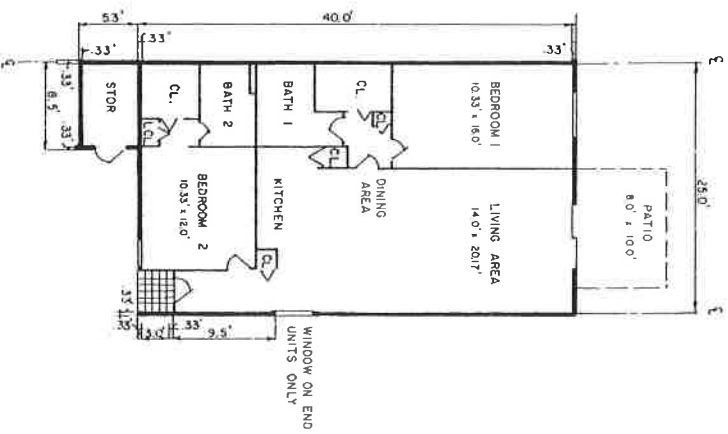
# THE WOODS AT ANDERSON PARK

## A PHASE CONDOMINIUM

SECTION 18, TOWNSHIP 27 SOUTH, RANGE 16 EAST,  
CITY OF TARPON SPRINGS, PINELLAS COUNTY, FLORIDA



UNIT PLAN A



UNIT PLAN A/R

ALL IMPROVEMENTS ARE PROPOSED.  
THE BUILDING DIMENSIONS AND ELEVATIONS AS SHOWN HEREON  
ARE PRIOR TO ACTUAL CONSTRUCTION AND ARE APPROXIMATE  
SUBJECT TO VARIANCES WHICH MAY OCCUR DURING CONSTRUCTION.

### UNIT BOUNDARIES

- EACH UNIT SHALL INCLUDE THAT PART OF THE BUILDING CONTAINING THE UNIT THAT LIES WITHIN THE BOUNDARIES OF THE UNIT, WHICH BOUNDARIES ARE AS FOLLOWS:
1. THE UPPER AND LOWER BOUNDARIES OF THE UNIT SHALL BE THE FOLLOWING BOUNDARIES EXTENDED TO AN INTERSECTION WITH THE PERIMETRICAL BOUNDARIES:
    - (A) UPPER BOUNDARIES: THE HORIZONTAL PLANE ESTABLISHED BY THE LOWEST POINT OF THE CEILING BEAM.
    - (B) LOWER BOUNDARIES: THE HORIZONTAL PLANE ESTABLISHED BY THE LOWEST POINT OF THE UNFINISHED FLOOR.
  2. THE PERIMETRICAL BOUNDARIES OF THE UNIT SHALL BE THE VERTICAL PLANE ESTABLISHED BY THE UNFINISHED INTERIOR OF THE WALLS, DOORS AND WINDOWS BOUNDING THE UNIT EXTENDING TO THE INTERSECTIONS WITH EACH OTHER AND WITH THE PERIMETRICAL BOUNDARIES, AND WHERE THERE IS A GAP IN THE BOUNDARIES TO OR FROM THE PERIMETRICAL BOUNDARIES SHALL BE EXTENDED TO INCLUDE THE SAME, EXCEPT WHERE IT IS CONSIDERED A COMMON WALLWAY.

5' 0' 5'  
SCALE 1/8"=1'  
SHEET 14 OF 24  
REVISED 2-13-84  
REVISED 2-1-85



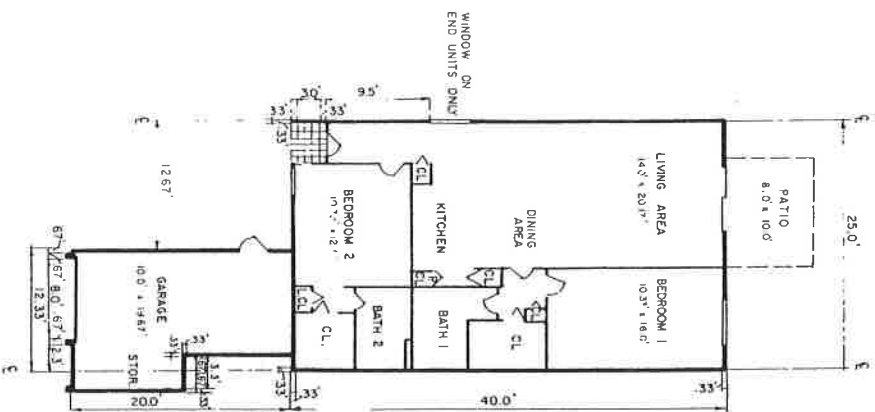
**SIPPEL, MASTELLER & KRAVET, INC.**  
ENGINEERING PLANNING SURVEYING  
1837 FLORIDA AVENUE, PALM HARBOR, FLORIDA 33628  
813-784-8843

# THE WOODS AT ANDERSON PARK

## A PHASE CONDOMINIUM

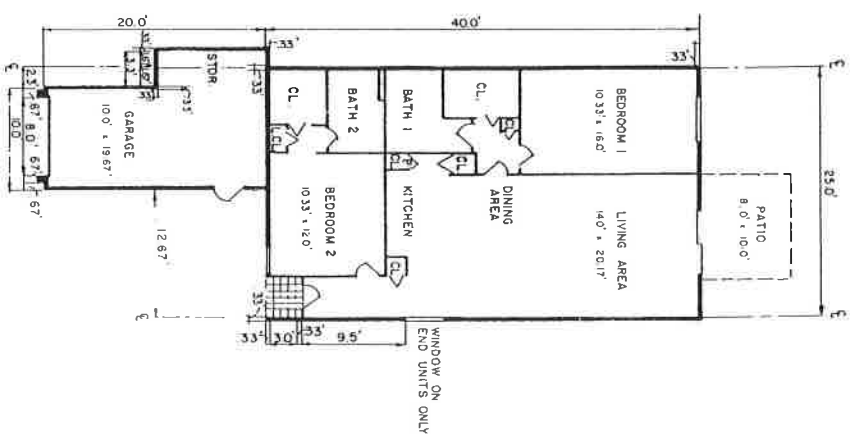
SECTION 18, TOWNSHIP 27 SOUTH, RANGE 16 EAST,  
CITY OF TARPON SPRINGS, PINELLAS COUNTY, FLORIDA

CONDOMINIUM  
BOOK 17, PAGE 57



UNIT PLAN A-1

- UNIT BOUNDARIES**
- EACH UNIT SHALL INCLUDE THAT PART OF THE BUILDING CONTAINING THE UNIT THAT LIES WITHIN THE BOUNDARIES OF THE UNIT, WHICH BOUNDARIES ARE AS FOLLOWS:
1. THE UPPER AND LOWER BOUNDARIES OF THE UNIT SHALL BE THE FOLLOWING BOUNDARIES EXTENDED TO AN INTERSECTION WITH THE PERIMETRICAL BOUNDARIES.
  2. THE PERIMETRICAL BOUNDARIES OF THE UNIT SHALL BE THE VERTICAL PLANES ESTABLISHED BY THE UNFINISHED INTERIOR OF THE WALLS, DOORS AND WINDOWS BOUNDING THE UNIT EXTENDING TO THE INTERSECTIONS WITH EACH OTHER BOUNDARY AND WHERE THERE IS ATTACHED TO THE BUILDING A PATIO OR CANOPY THE PERIMETRICAL BOUNDARIES SHALL BE EXTENDED TO INCLUDE THE SAME, EXCEPT WHERE IT IS CONSIDERED A COMMON WALKWAY.
- (A) UPPER BOUNDARIES: THE HORIZONTAL PLANE ESTABLISHED BY THE LOWEST POINT OF THE CEILING BEAM.
- (B) LOWER BOUNDARIES: THE HORIZONTAL PLANE ESTABLISHED BY THE LOWEST POINT OF THE UNFINISHED FLOOR.



UNIT PLAN A-1/R

ALL IMPROVEMENTS ARE PROPOSED. THE BUILDING DIMENSIONS AND ELEVATIONS AS SHOWN HEREON ARE PRIOR TO ACTUAL CONSTRUCTION AND ARE APPROXIMATE. SUBJECT TO VARIANCES WHICH MAY OCCUR DURING CONSTRUCTION.



SIPPEL, MASTELLER & KRAVET, INC.  
1007 FINESTREET AVENUE  
TALLAHASSEE, FLORIDA 32302

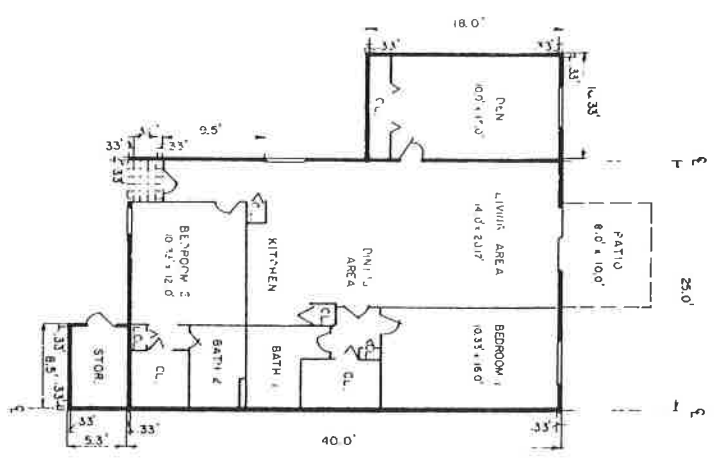


# THE WOODS AT ANDERSON PARK

## A PHASE CONDOMINIUM

SECTION 18, TOWNSHIP 27 SOUTH, RANGE 16 EAST,  
CITY OF TARPON SPRINGS, PINELLAS COUNTY, FLORIDA

UNIT PLAN A / D



ALL IMPROVEMENTS ARE PROPOSED  
THE BUILDING DIMENSIONS AND ELEVATIONS AS SHOWN HEREON  
ARE PRIOR TO ACTUAL CONSTRUCTION AND ARE APPROXIMATE  
SUBJECT TO VARIANCES WHICH MAY OCCUR DURING CONSTRUCTION

### UNIT BOUNDARIES

- EACH UNIT SHALL INCLUDE THAT PART OF THE BUILDING CONTAINING THE UNIT THAT LIES WITHIN THE BOUNDARIES OF THE UNIT, WHICH BOUNDARIES ARE AS FOLLOWS:
1. THE UPPER AND LOWER BOUNDARIES OF THE UNIT SHALL BE THE FOLLOWING BOUNDARIES EXTENDED TO AN INTERSECTION WITH THE PERIMETRICAL BOUNDARIES:
    - (A) UPPER BOUNDARIES: THE HORIZONTAL PLANE ESTABLISHED BY THE LOWEST POINT OF THE CEILING BEAM.
    - (B) LOWER BOUNDARIES: THE HORIZONTAL PLANE ESTABLISHED BY THE LOWEST POINT OF THE UNFINISHED FLOOR.
  2. THE PERIMETRICAL BOUNDARIES OF THE UNIT SHALL BE THE VERTICAL PLANE ESTABLISHED BY EACH OTHER AND WITH THE UPPER AND LOWER BOUNDARIES AND SHALL BE EXTENDED TO THE BUILDING A PATIO OR CORNER THE PERIMETRICAL BOUNDARIES SHALL BE EXTENDED TO INCLUDE THE SAME, EXCEPT WHERE IT IS CONSIDERED A COMMON WALKWAY.

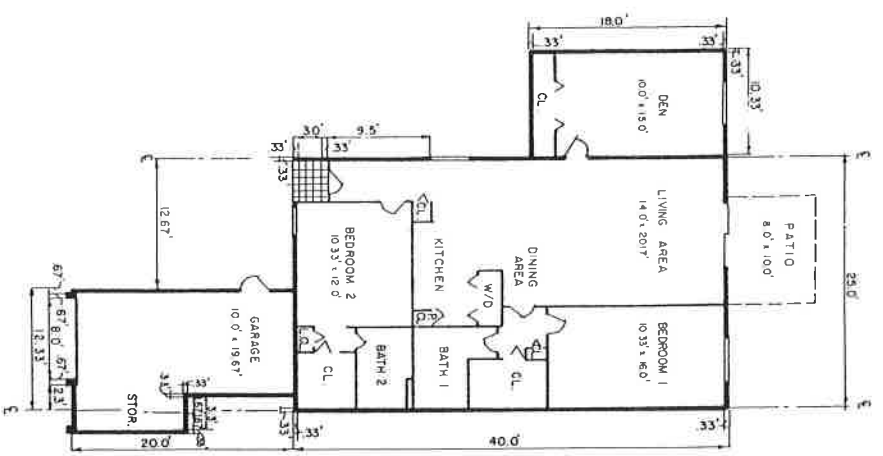


SIDEL, STEELMAN & KRAVETZ, INC.

# THE WOODS AT ANDERSON PARK

## A PHASE CONDOMINIUM

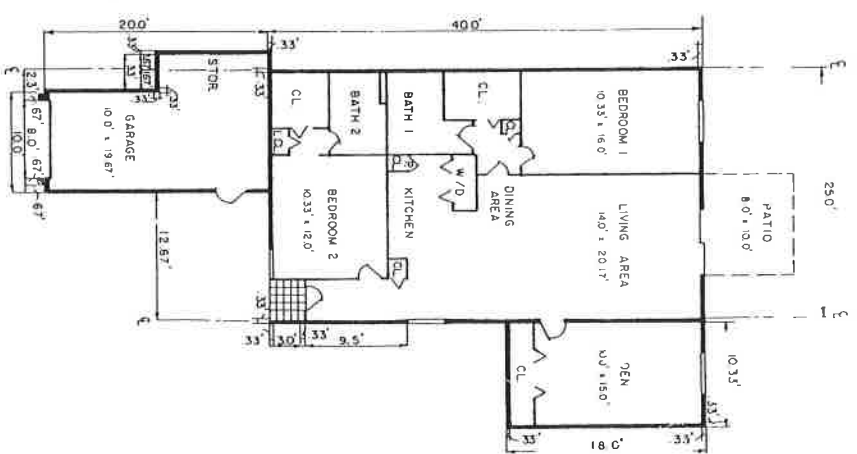
SECTION 18, TOWNSHIP 27 SOUTH, RANGE 16 EAST,  
CITY OF TARPON SPRINGS, PINELLAS COUNTY, FLORIDA



UNIT PLAN A-1/D

### UNIT BOUNDARIES

- EACH UNIT SHALL INCLUDE THAT PART OF THE BUILDING CONTAINING THE UNIT THAT LIES WITHIN THE BOUNDARIES OF THE UNIT, WHICH BOUNDARIES ARE AS FOLLOWS:
1. THE UPPER AND LOWER BOUNDARIES OF THE UNIT SHALL BE THE FOLLOWING BOUNDARIES EXTENDED TO AN INTERSECTION WITH THE PERIMETRICAL BOUNDARIES: THE UPPER BOUNDARIES: THE HORIZONTAL PLANE ESTABLISHED BY THE LOWEST POINT OF THE CEILING BEAM.
  2. THE PERIMETRICAL BOUNDARIES OF THE UNIT SHALL BE THE VERTICAL PLACES ESTABLISHED BY THE UNFINISHED INTERIOR OF THE WALLS, DOORS AND WINDOWS BOUNDING THE UNIT EXTENDED TO THEIR INTERSECTIONS WITH EACH OTHER AND WITH THE UPPER AND LOWER BOUNDARIES, AND WHERE THERE IS ATTACHED TO THE BUILDING A PATIO, OR CANOPY THE PERIMETRICAL BOUNDARIES SHALL BE EXTENDED TO INCLUDE THE SAME, EXCEPT WHERE IT IS CONSIDERED A COMMON WALKWAY.
  - (B) LOWER BOUNDARIES: THE HORIZONTAL PLANE ESTABLISHED BY THE LOWEST POINT OF THE UNFINISHED FLOOR.



UNIT PLAN A-1/R/D

ALL IMPROVEMENTS ARE PROPOSED. THE BUILDING DIMENSIONS AND ELEVATIONS AS SHOWN HEREON ARE PRIOR TO ACTUAL CONSTRUCTION AND ARE APPROXIMATE. SUBJECT TO VARIANCES WHICH MAY OCCUR DURING CONSTRUCTION.



SCALE: 1/8" = 1'

SHEET 17 OF 24



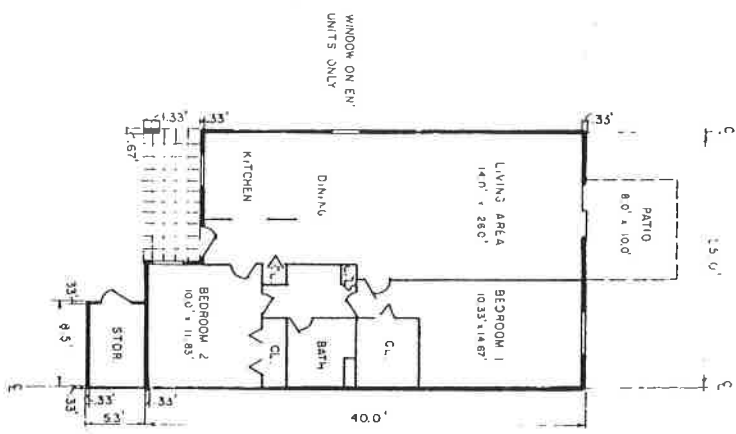
**SIPPL, MASTELLER & KRAVETZ, INC.**  
ENGINEERING PLANNING SURVEYING  
15677 FLORIDA AVENUE, PALM HARBOR, FLORIDA 38633  
813-784-8843

CONDOMINIUM UNIT  
BOOK 115, PAGE 67

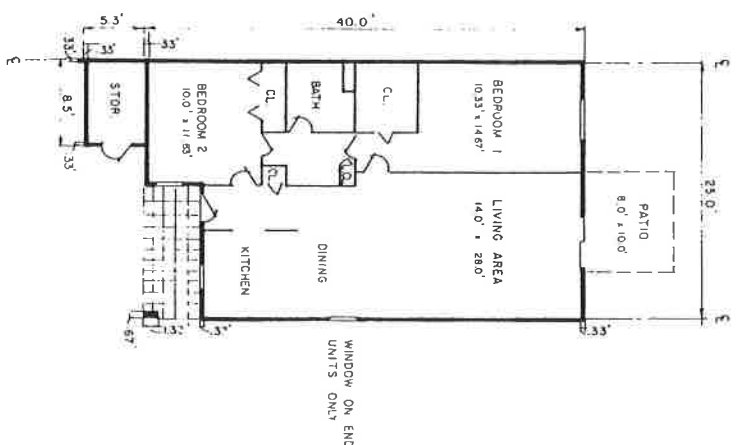
# THE WOODS AT ANDERSON PARK

## A PHASE CONDOMINIUM

SECTION 18, TOWNSHIP 27 SOUTH, RANGE 16 EAST,  
CITY OF TARPON SPRINGS, PINELLAS COUNTY, FLORIDA



UNIT PLAN B



UNIT PLAN B/R

### UNIT BOUNDARIES

- Each unit shall include that part of the building containing the unit that lies within the boundaries of the unit, which boundaries are as follows:
1. THE UPPER AND LOWER BOUNDARIES OF THE UNIT SHALL BE THE FOLLOWING BOUNDARIES EXTENDED TO AN INTERSECTION WITH THE PERIMETRICAL BOUNDARIES.
  2. THE HORIZONTAL PLANE ESTABLISHED BY THE LOWEST POINT OF THE CEILING BEAM.
  3. THE VERTICAL PLANE ESTABLISHED BY THE UNFINISHED INTERIOR OF THE UNIT SHALL BE THE VERTICAL PLANE ESTABLISHED BY THE UNFINISHED INTERIOR OF THE UNIT.
  4. THE HORIZONTAL PLANE ESTABLISHED BY THE LOWEST POINT OF THE CEILING BEAM.
  5. THE VERTICAL PLANE ESTABLISHED BY THE UNFINISHED INTERIOR OF THE UNIT.
- UPPER AND LOWER BOUNDARIES AND WHERE THERE IS A DISCREPANCY BETWEEN THE PERIMETRICAL BOUNDARIES SHALL BE EXTENDED TO INCLUDE THE SAME, EXCEPT WHERE IT IS CONSIDERED A COMMON WALL.

ALL IMPROVEMENTS ARE PROPOSED.  
THE BUILDING DIMENSIONS AND ELEVATIONS AS SHOWN HEREON  
ARE PRIOR TO ACTUAL CONSTRUCTION AND ARE APPROXIMATE  
SUBJECT TO VARIANCES WHICH MAY OCCUR DURING CONSTRUCTION.



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ENGINEERING PLANNING SURVEYING  
1947 FLORIDA AVENUE, PALM HARBOR, FLORIDA 33628  
813-764-8842

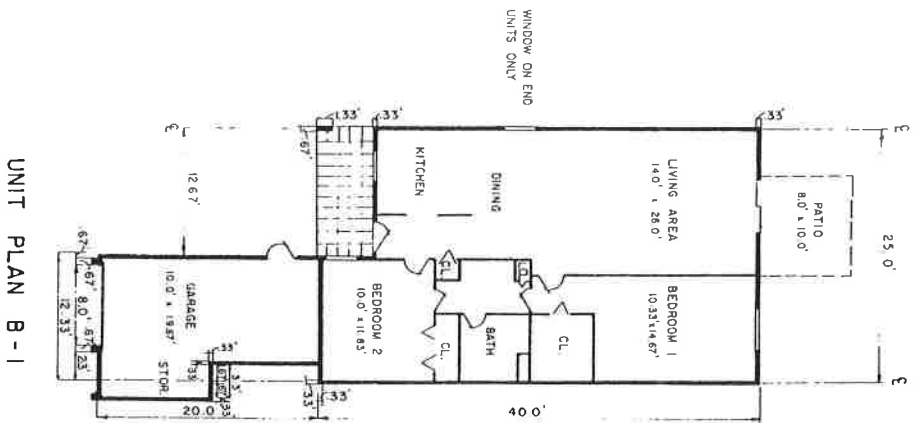


CONDOMINIUM  
BOOK 172-1110-002

# THE WOODS AT ANDERSON PARK

## A PHASE CONDOMINIUM

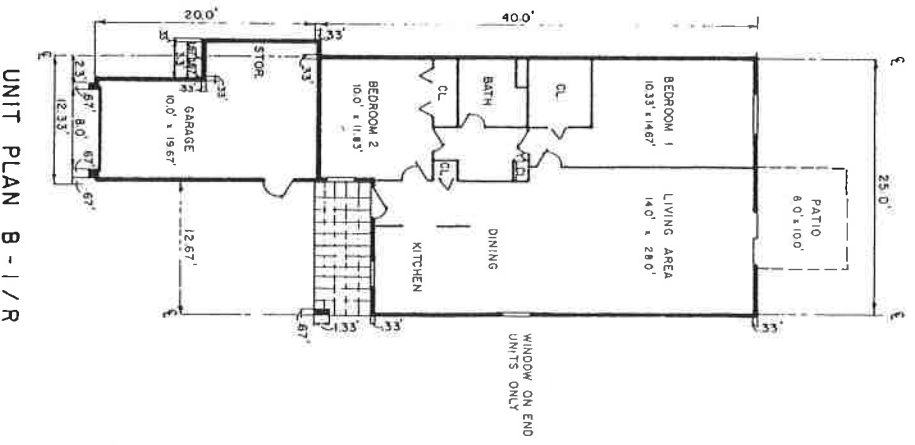
SECTION 18, TOWNSHIP 27 SOUTH, RANGE 16 EAST,  
CITY OF TARPON SPRINGS, PINELLAS COUNTY, FLORIDA



**UNIT BOUNDARIES**

EACH UNIT SHALL INCLUDE THAT PART OF THE BUILDING CONTAINING THE UNIT THAT LIES WITHIN THE BOUNDARIES OF THE UNIT, WHICH BOUNDARIES ARE AS FOLLOWS:

- THE UPPER AND LOWER BOUNDARIES OF THE UNIT SHALL BE THE HORIZONTAL PLANE ESTABLISHED BY THE PERIMETRICAL BOUNDARIES OF THE BUILDING.
- THE PERIMETRICAL BOUNDARIES OF THE UNIT SHALL BE THE VERTICAL PLACES ESTABLISHED BY THE FINISHED FLOORS AND INTERIOR OF THE WALLS, DOORS AND WINDOWS BOUNDING THE UNIT EXTENDING TO THE INTERSECTIONS WITH EACH OTHER AND WITH THE UPPER AND LOWER BOUNDARIES, AND WHERE THERE IS ATTACHED TO THE BUILDING A PATIO, OR CANOPY THE PERIMETRICAL BOUNDARIES SHALL BE EXTENDED TO INCLUDE THE SAME, EXCEPT WHERE IT IS CONSIDERED A COMMON WALKWAY.



UNIT PLAN B - 1

UNIT PLAN B - 1 / R

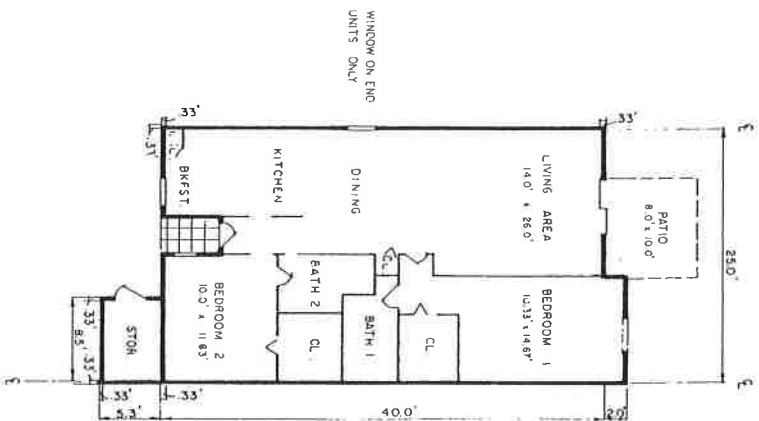
ALL IMPROVEMENTS ARE PROPOSED.  
THE BUILDING DIMENSIONS AND ELEVATIONS AS SHOWN HEREON  
ARE PRIOR TO ACTUAL CONSTRUCTION AND ARE APPROXIMATE  
SUBJECT TO VARIANCES WHICH MAY OCCUR DURING CONSTRUCTION.



# THE WOODS AT ANDERSON PARK

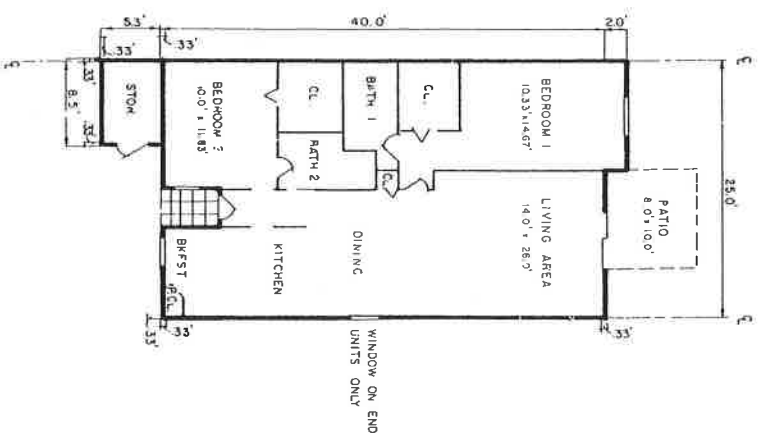
## A PHASE CONDOMINIUM

SECTION 18, TOWNSHIP 27 SOUTH, RANGE 16 EAST,  
CITY OF TARPON SPRINGS, PINELLAS COUNTY, FLORIDA



UNIT PLAN C

- EACH UNIT SHALL INCLUDE THAT PART OF THE BUILDING CONTAINING THE UNIT THAT LIES WITHIN THE BOUNDARIES OF THE UNIT, WHICH BOUNDARIES ARE AS FOLLOWS:
- THE UPPER AND LOWER BOUNDARIES OF THE UNIT SHALL BE THE FOLLOWING BOUNDARIES EXTENDED TO AN INTERSECTION WITH THE PERIMETRICAL BOUNDARIES:
    - UPPER BOUNDARIES: THE HORIZONTAL PLANE ESTABLISHED BY THE LOWEST POINT OF THE CEILING BEAM.
    - LOWER BOUNDARIES: THE HORIZONTAL PLANE ESTABLISHED BY THE LOWEST POINT OF THE UNFINISHED FLOOR.
  - THE PERIMETRICAL BOUNDARIES OF THE UNIT SHALL BE THE VERTICAL PLANES ESTABLISHED BY THE UNFINISHED INTERIOR OF THE WALLS, DOORS AND WINDOWS BOUNDING THE UNIT. EXTENDING TO THE INTERSECTION WITH EACH OTHER AND WITH THE UPPER AND LOWER BOUNDARIES, AND WHERE THERE IS ATTACHED TO THE BUILDING A PATIO, OR CANOPY, THE PERIMETRICAL BOUNDARIES SHALL BE EXTENDED TO INCLUDE THE SAME, EXCEPT WHERE IT IS CONSIDERED A COMMON WALKWAY.



UNIT PLAN C/R

REPRESENTED BY THE TITLE, SECTION 18, TOWNSHIP 27 SOUTH, RANGE 16 EAST, CITY OF TARPON SPRINGS, PINELLAS COUNTY, FLORIDA.

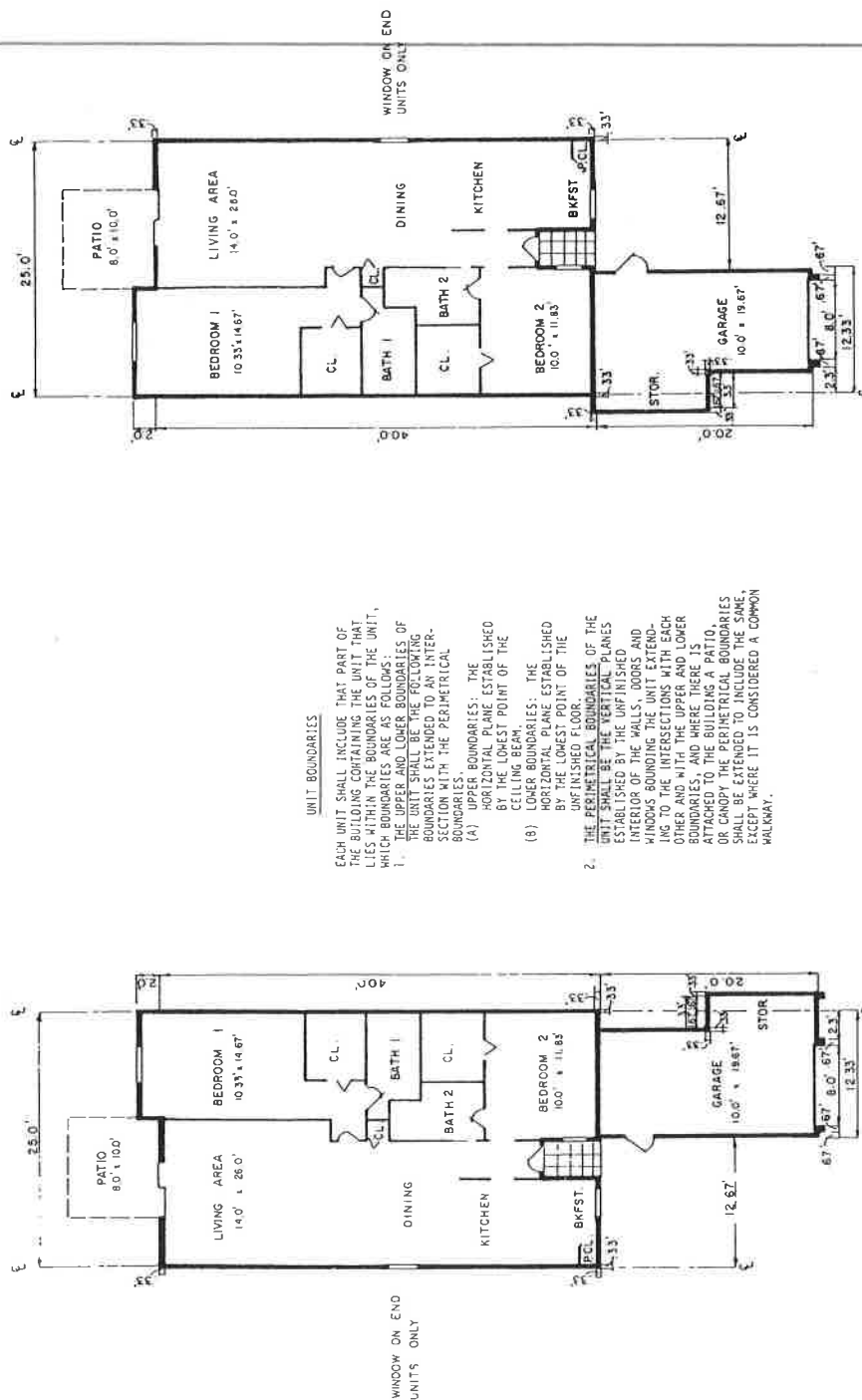


S. J. KRAVETZ, INC. 1001 W. WASHINGTON AVENUE, SUITE 100, TAMPA, FLORIDA 33606

SECTION 18, TOWNSHIP 27 SOUTH, RANGE 16 EAST,  
CITY OF TARPON SPRINGS, PINELLAS COUNTY, FLORIDA

SECTION 18, TOWNSHIP 27 SOUTH, RANGE 16 EAST,  
CITY OF TARPON SPRINGS, PINELLAS COUNTY, FLORIDA

CONDOMINIUM



UNIT PLAN C-1/R

**SIPPEL, MASTELLER & KRAVET, INC.**



ALL IMPROVEMENTS ARE PROPOSED. THE BUILDING DIMENSIONS AND ELEVATIONS AS SHOWN HEREON ARE PRIOR TO ACTUAL CONSTRUCTION AND ARE APPROXIMATE. SUBJECT TO VARIABLES WHICH MAY OCCUR DURING CONSTRUCTION.

505

SCALE: 1/8"=1'

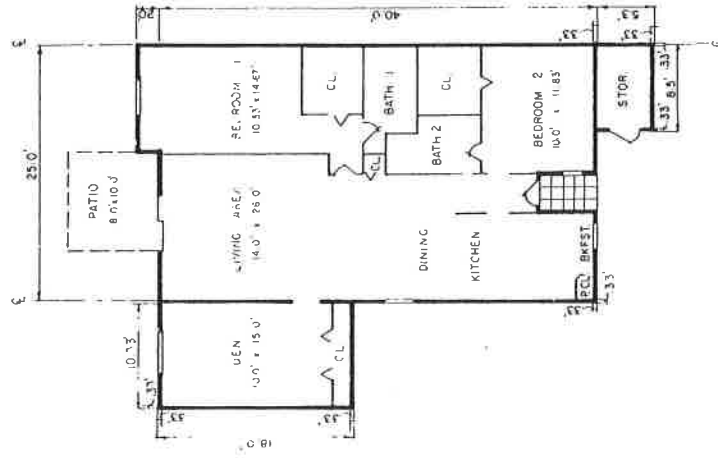
30 13 35  
SHEET 21 OF 24

CONDOMINIUM  
BOOK 17/5

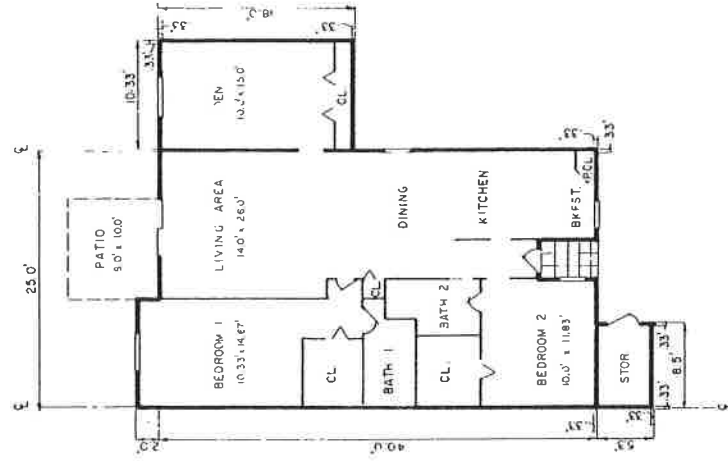
# THE WOODS AT ANDERSON PARK

## A PHASE TWO CONDOMINIUM

SECTION 18, TOWNSHIP 27 SOUTH, RANGE 16 EAST,  
CITY OF TARPON SPRINGS, PINELLAS COUNTY, FLORIDA



UNIT PLAN C/D



UNIT PLAN C/R/D

### UNIT BOUNDARIES

EACH UNIT SHALL INCLUDE THAT PART OF THE BUILDING CONTAINED WITHIN THAT LIES BETWEEN THE BOUNDARIES OF THE UNIT. THE BOUNDARIES ARE AS FOLLOWS:

1. THE UPPER AND LOWER BOUNDARIES OF THE UNIT SHALL BE THE FOLLOWING BOUNDARIES EXTENDED TO AN INTERSECTION WITH THE PERIMETRICAL BOUNDARIES.

(A) UPPER BOUNDARIES: THE HORIZONTAL PLANE ESTABLISHED BY THE LOWEST POINT OF THE CEILING.

(B) LOWER BOUNDARIES: THE HORIZONTAL PLANE ESTABLISHED BY THE LOWEST POINT OF THE UNFINISHED FLOOR.

2. THE PERIMETRICAL BOUNDARIES OF THE UNIT SHALL BE THE VERTICAL PLANES ESTABLISHED BY THE UNFINISHED INTERIOR OF THE WALLS, DOORS AND WINDOWS BOUNDING THE UNIT EXTENDING TO THE INTERSECTIONS WITH EACH OTHER AND WITH THE UPPER AND LOWER BOUNDARIES, AND THEREAFTER TO THE BOUNDARIES OF THE BUILDING OR TO THE PERIMETRICAL BOUNDARIES OR TO THE BOUNDARIES OF THE COMMON WALKWAY, EXCEPT WHERE IT IS CONSIDERED A COMMON WALKWAY.

ALL IMPROVEMENTS ARE PROPOSED. THE BUILDING DIMENSIONS AND ELEVATIONS AS SHOWN HEREON ARE PRIOR TO ACTUAL CONSTRUCTION AND ARE APPROXIMATE. SUBJECT TO VARIANCES WHICH MAY OCCUR DURING CONSTRUCTION.

SCALE 1/8" = 1'  
SHEET 22 OF 24

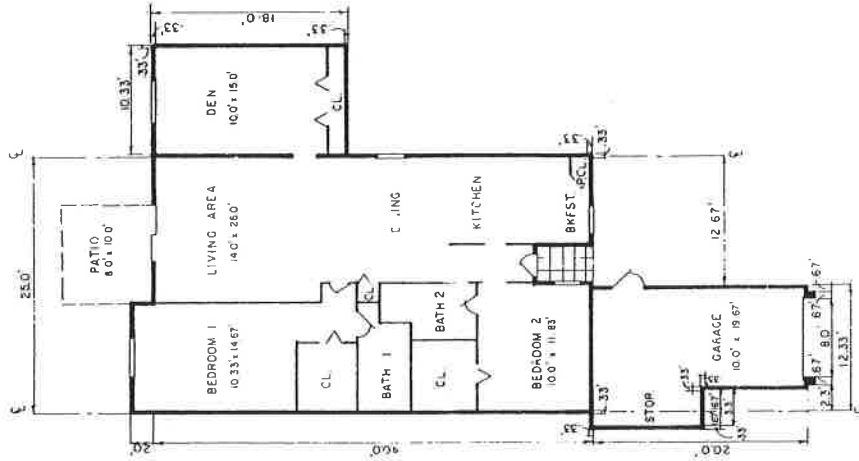


**SIPPE, MASTELLER & KRAVET, INC.**  
ENGINEERING PLANNING SURVEYING  
1847 FLORIDA AVENUE, PALM HARBOR, FLORIDA 33653  
813-784-8842

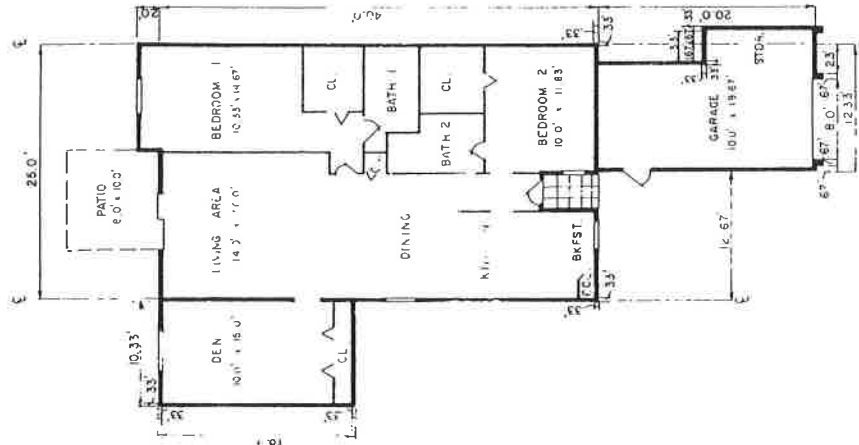
# THE WOODS AT ANDERSON PARK

## A PHASE CONDOMINIUM

SECTION 18, TOWNSHIP 27 SOUTH, RANGE 16 EAST,  
CITY OF TARPON SPRINGS, PINELLAS COUNTY, FLORIDA



UNIT PLAN C-1/R/D



UNIT PLAN C-1/D

### UNIT BOUNDARIES

- EACH UNIT SHALL INCLUDE THAT PART OF THE BUILDING CONTAINING THE UNIT THAT LIES WITHIN THE BOUNDARIES OF THE UNIT, WHICH BOUNDARIES ARE AS FOLLOWS:
1. THE UPPER BOUNDARIES OF THE UNIT SHALL BE THE FOLLOWING: BOUNDARIES EXTENDED TO AN INTERSECTION WITH THE PERIMETRICAL BOUNDARIES.
  - (A) UPPER BOUNDARIES: THE HORIZONTAL PLANE ESTABLISHED BY THE LOWEST POINT OF THE CEILING BEAM.
  - (B) LOWER BOUNDARIES: THE HORIZONTAL PLANE ESTABLISHED BY THE LOWEST POINT OF THE FINISHED FLOOR.
  2. THE PERIMETRICAL BOUNDARIES OF THE UNIT SHALL BE THE VERTICAL PLANES ESTABLISHED BY THE UNFINISHED INTERIOR OF THE WALLS, DOORS AND WINDOWS BOUNDING THE UNIT EXTENDING TO THE INTERSECTIONS WITH EACH OTHER AND WITH THE UPPER AND LOWER BOUNDARIES, AND WHERE THERE IS ATTACHED TO THE BUILDING A PATIO, OR CANOPY THE PERIMETRICAL BOUNDARIES SHALL BE EXTENDED TO INCLUDE THE SIDE, REAR AND FRONT YARDS WHERE IT IS CONSIDERED A COMMON WALKWAY.

ALL IMPROVEMENTS ARE PROPOSED.  
THE BUILDING DIMENSIONS AND ELEVATIONS AS SHOWN HEREON  
ARE PRIOR TO ACTUAL CONSTRUCTION AND ARE APPROXIMATE.  
SUBJECT TO VARIANCES WHICH MAY OCCUR DURING CONSTRUCTION.

SCALE: 1/8" = 1'-0"  
SHEET 23 OF 24



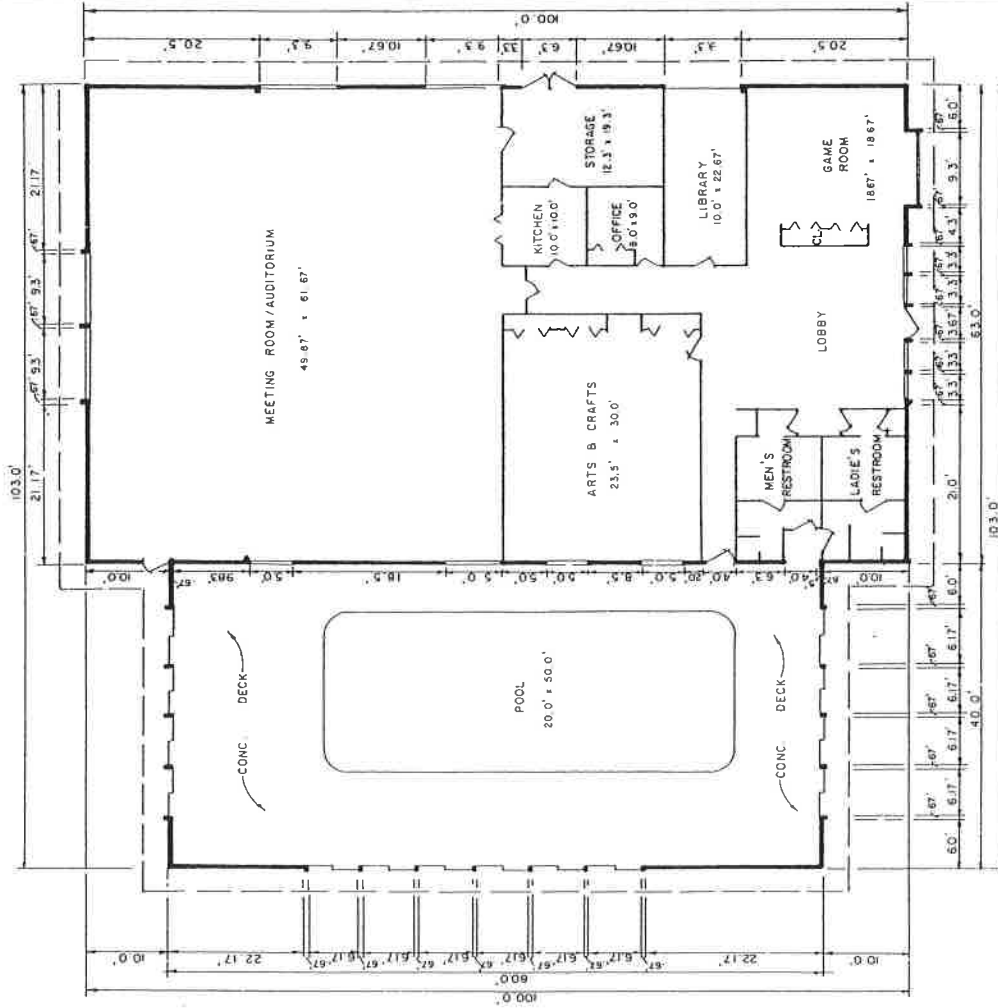
**SIPPE, MASTELLER & KRAVETZ, INC.**  
ENGINEERING PLANNING SURVEYING  
1847 FLORIDA AVENUE, PALM HARBOR, FLORIDA 33622  
813-786-5043

CONDOMINIUM  
 73 DEC 1967

# THE WOODS AT ANDERSON PARK

## A PHASE CONDOMINIUM

SECTION 18, TOWNSHIP 27 SOUTH, RANGE 16 EAST,  
 CITY OF TARPON SPRINGS, PINELLAS COUNTY, FLORIDA



RECREATION BUILDING

**SIPPEL, MASTELLER & KRAVET, INC.**  
 ENGINEERING PLANNING SURVEYING  
 1847 FLORIDA AVENUE, PALM HARBOR, FLORIDA 33628  
 813.784.8843

SCALE: 3/32" = 1'  
 SHEET 24 OF 24

ALL IMPROVEMENTS ARE PROPOSED  
 ARE BUILDING DIMENSIONS AND ELEVATIONS AS SHOWN HEREON  
 ARE NOT TO BE CONSIDERED FINAL CONSTRUCTION AND ARE APPROXIMATE  
 SUBJECT TO VARIANCES WHICH MAY OCCUR DURING CONSTRUCTION.

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**UNDIVIDED SHARES IN THE COMMON ELEMENTS,  
AND SHARE IN THE COMMON EXPENSES AND  
COMMON SURPLUS APPURTENANT TO EACH UNIT**

EACH OF THE NINETY (90) UNITS IN THE CONDOMINIUM SHALL HAVE AN EQUAL SHARE OF OWNERSHIP OF COMMON ELEMENTS AND COMMON SURPLUS AND AN EQUAL SHARE OF RESPONSIBILITY FOR COMMON EXPENSES.

ARTICLES OF INCORPORATION  
OF  
THE WOODS AT ANDERSON PARK CONDOMINIUM ASSOCIATION, INC.

---

The undersigned by these Articles of Incorporation associate themselves for the purpose of forming a corporation not for profit under Chapter 617, Florida Statutes, and certify as follows:

ARTICLE I

Name

The name of the corporation shall be THE WOODS AT ANDERSON PARK CONDOMINIUM ASSOCIATION, INC. For convenience the corporation shall be referred to in this instrument as the "Association".

ARTICLE II

Purpose

2.1 The purpose for which the Association is organized is to provide an entity pursuant to The Condominium Act of the State of Florida for the operation of THE WOODS AT ANDERSON PARK, a condominium to be located upon those certain lands in Pinellas County, Florida, legally described in Exhibit "A" attached to the Declaration of Condominium and made a part hereof under the heading DESCRIPTION OF LAND INCLUDED IN PHASE 1.

2.2 The condominium is a phase condominium and may be expanded to include additional land in nine (9) subsequent phases, which phases are also described on Exhibit "A" described above.

2.3 The Association shall make no distribution of income of its members, directors or officers.

ARTICLE III

Powers

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

3.1 The Association shall have all of the common-law and statutory powers of a corporation not for profit not in conflict with the terms of these Articles.

3.2 The Association shall have all of the powers and duties set forth in The Condominium Act, and all of the powers and duties reasonably necessary to operate the condominium pursuant to the Declaration as it may be amended from time to time, including, but not limited, to, the following:

- (a) To make and collect assessments against members as apartment owners to defray the costs, expenses and losses of the condominium.
- (b) To use the proceeds of assessments in the exercise of the powers and duties.
- (c) The maintenance, repair, replacement and operation of the condominium property, including easements.
- (d) The purchase of insurance upon the condominium property and insurance for the protection of the association and its members as apartment owners.
- (e) The reconstruction of improvements after casualty and the further improvement of the property.



(f) To make and amend reasonable regulations respecting the use of the property in the condominium; provided, however, that all such regulations and their amendments shall be approved by not less than a majority of the votes of the entire membership of the Association before such shall become effective.

(g) To enforce by legal means the provisions of The Condominium Act, the Declaration of Condominium, these Articles, the By-Laws of the Association and the regulations for the use of the property in the condominium.

(h) To contract for the management and maintenance of the condominium property and to authorize a management agent to assist the Association in carrying out its powers and duties by performing such functions as the submission of proposals, collection of assessments, preparation of records, enforcement of rules and maintenance, repair and replacement of the common elements with funds as shall be made available by the Association for such purposes. The Association and its officers shall, however, retain at all times the powers and duties granted by the condominium documents and The Condominium Act, including, but not limited to, the making of assessments, promulgation of rules and execution of contracts on behalf of the Association.

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

(j) To acquire and enter into agreements whereby it acquires leaseholds, memberships or other possessory or use interests in lands or facilities, including, but not limited to, country clubs, golf courses, marinas, and other recreational facilities, whether or not contiguous to the lands of the Condominium, intended to provide for the enjoyment, recreation or other use or benefit of the unit owners.

(k) To acquire by purchase or otherwise condominium parcels of the Condominium, subject nevertheless to the provisions of the Declaration and/or By-Laws relative thereto.

(l) To approve or disapprove the transfer, mortgage and ownership of apartments as may be provided by the Declaration of Condominium and the By-Laws.

(m) To enter into agreements with the Developer, other Condominium Associations, or any other legal entity for the maintenance, replacement or repair of properties of any used in common with others, such as, but not limited to, subdivision-type improvements.

3.3 All funds and the titles of all properties acquired by the Association and their proceeds shall be held in trust for the members in accordance with the provisions of the Declaration of Condominium, these Articles of Incorporation and the By-Laws.

3.4 The powers of the Association shall be subject to and shall be exercised in accordance with the provisions of the Declaration of Condominium and the By-Laws.

#### ARTICLE IV

##### Members

4.1 The members of the Association shall consist of all of the record owners of apartments in the condominium, and after termination of the condominium shall consist of those who are members at the time of such termination and their successors and assigns.

4.2 After receiving approval of the Association required by the Declaration of Condominium, change of membership in the Association shall be established by recording in the Public Records of Pinellas County, Florida, a deed or other instrument establishing a record title to an apartment in the condominium and the delivery to the Association of a certified copy of such instrument. The owner designated by such instrument thus becomes a member of the Association and the membership of the prior owner is terminated.

4.3 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 apartment.

4.4 The owner of each apartment shall be entitled to one vote as a member of the Association. The manner of exercising voting rights shall be determined by the By-Laws of the Association.

4.5 The terms "apartment" and "apartment owner" or "owners" shall have the same meaning as "unit" and "unit owner" or "owners" as same are defined in The Condominium Act.

#### ARTICLE V

##### Directors

5.1 The affairs of the Association will be managed by a Board consisting of the number of directors determined by the By-Laws, but not less than three directors, and in the absence of such determination, shall consist of three directors. The initial directors need not be members of the Association. All subsequent directors shall be members of the Association.

5.2 Directors of the Association, other than the initial directors and directors elected pursuant to Section 5.3, shall be elected at the annual meeting of the members in the manner determined by these By-Laws. Directors may be removed and vacancies on the Board of Directors shall be filled in the manner provided by the By-Laws.

5.3 The fee owner of the land and Developer of the condominium property is J. S. SERVICES OF FLORIDA, INC., a Florida corporation.

Association control shall be transferred from the Developer to unit owners, other than the Developer, in the manner provided for in Florida Statutes 718.301. The Directors named in these Articles and Directors elected pursuant to the provisions of said 718.301 shall serve until the first annual election of directors, and any vacancies in their number occurring before the first election shall be filled by the remaining Directors.

5.4 The names and addresses of the members of the first Board of Directors who shall hold office until their successors are elected and have qualified, or until removed, are as follows:

<u>Names</u>	<u>Addresses</u>
Andrew W. Kuenneke, III	240 Windward Passage, Unit 401 Clearwater, Florida 33515
Raymond M. Schmitz	240 Windward Passage, Unit 1202 Clearwater, Florida 33515
Laurence S. Kravet	3 Eagle Lane Palm Harbor, Florida 33563

## ARTICLE VI

### Officers

The affairs of the Association shall be administered by the officers designated by the By-Laws. The officers shall be elected by the Board of Directors at its first meeting followed by annual meeting of the members of the Association and shall serve at the pleasure of the Board of Directors.

The names and addresses of the officers who shall serve until their successors are designated by the Board of Directors are as follows:

<u>Names and Addresses</u>	<u>Office Designations</u>
Andrew W. Kuenneke, III 240 Windward Passage, Unit 401 Clearwater, Florida 33515	President
Raymond M. Schmitz 240 Windward Passage, Unit 1202 Clearwater, Florida 33515	Secretary
Laurence S. Kravet 3 Eagle Lane Palm Harbor, Florida 33563	Treasurer

## ARTICLE VII

### Indemnification

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 settlement of any proceeding to which he may be a part 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 willfull 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 approved such settlement and reimbursement as being in the best interest of the Association. The foregoing right of indemnification shall be in addition to and not exclusive of all other rights to which such director or officer may be entitled.

## ARTICLE VIII

### By-Laws

The first By-Laws of the Association shall be adopted by the Board of Directors and the power to adopt, alter, amend or rescind by-laws shall be vested in the Board of Directors and the membership.

## ARTICLE IX

### Amendments

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

9.1 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.

9.2 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.

9.3 Provided, however, that no amendment shall make any changes in the qualifications for membership nor the voting rights of members, nor any change in Section 3.3 of Article III 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.

9.4 A copy of each amendment shall be certified by the Secretary of State and be recorded in the Public Records of Pinellas County, Florida.

#### ARTICLE X

##### Subscribers

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

<u>Names</u>	<u>Addresses</u>
Andrew W. Kuenneke, III	240 Windward Passage, Unit 401 Clearwater, Florida 33515
Raymond M. Schmitz	240 Windward Passage, Unit 1202 Clearwater, Florida 33515
Laurence S. Kravet	3 Eagle Lane Palm Harbor, Florida 33563

#### ARTICLE XI

##### Association Address

The office of the Association shall be at 240 Windward Passage, Clearwater, Florida 33515.

#### ARTICLE XII

##### Registered Office and Agent

The registered office of the association is at 918 Drew Street, Suite A, Clearwater, Florida 33515. The registered agent is GARY N. STROHAUER, a resident of the State of Florida, whose business is identical with that of the registered office.

Agency Accepted:

  
Gary N. Strohauser

ARTICLE XIII

Term

The term for which this corporation shall exist is perpetual.

IN WITNESS WHEREOF, the subscribers have affixed their signatures, this 17<sup>th</sup> day of November, 1983.

Andrew W. Kuenneke, III

Raymond M. Schmitz

Laurence S. Kravet

STATE OF FLORIDA )  
COUNTY OF PINELLAS )

BEFORE ME, the undersigned authority, personally appeared GARY N. STROHAUER as Registered Agent, after being first duly sworn, acknowledged that he executed the foregoing Articles of Incorporation for the purposes therein expressed.

WITNESS my hand and official seal in the County and State last aforesaid this 30<sup>th</sup> day of November, 1983.

Notary Public State of Florida  
AT LARGE

Notary Public, State of Florida  
My Commission Expires Feb. 8, 1985  
Bonded thru Top Risk Insurance, Inc.

My Commission Expires:

STATE OF FLORIDA )  
COUNTY OF PINELLAS )

BEFORE ME, the undersigned authority, personally appeared ANDREW W. KUENNEKE, III, RAYMOND M. SCHMITZ and LAURENCE S. KRAVET as subscribers, and after being first duly sworn, acknowledged that they executed the foregoing Articles of Incorporation for the purposes therein expressed.

WITNESS my hand and official seal in the County and State last aforesaid this 30<sup>th</sup> day of November, 1983.

Notary Public State of Florida  
AT LARGE

Notary Public, State of Florida  
My Commission Expires Feb. 8, 1985  
Bonded thru Top Risk Insurance, Inc.

My Commission Expires:

PREPARED BY AND RETURN TO:  
JOSEPH R. CIANFRONE, P.A.  
1964 BAYSHORE BOULEVARD  
DUNEDIN, FL 34698

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KEN BURKE, CLERK OF COURT  
PINELLAS COUNTY FLORIDA  
INST# 2011004848 01/06/2011 at 10:41 AM  
OFF REC BK: 17136 PG: 741-760  
DocType:RST RECORDING: \$171.50

**AMENDED AND RESTATED BY-LAWS**  
**OF**  
**THE WOODS AT ANDERSON PARK CONDOMINIUM ASSOCIATION, INC.**

**AMENDED AND RESTATED BY-LAWS**

**OF**

**THE WOODS AT ANDERSON PARK CONDOMINIUM ASSOCIATION, INC.**

**SUBSTANTIAL REWORDING OF BY-LAWS.  
SEE CURRENT BY-LAWS FOR CURRENT TEXT**

**1. IDENTITY** - These are the By-Laws of The Woods at Anderson Park Condominium Association, Inc., a nonprofit Florida Corporation formed for the purpose of administering the Condominium, which is located in Pinellas County, Florida, upon the lands described in the Declaration of Condominium. (The corporation shall hereafter be referred to as the "Association".)

**1.1. OFFICE** - The office of the Association shall be within the County as may from time to time be determined by the Board of Directors.

**1.2. FISCAL YEAR** - The fiscal year of the Association shall be the calendar year, unless otherwise determined by the Board of Directors.

**1.3. SEAL** - The seal of the Association shall contain the name or abbreviated name of the Association, the word "Florida," the year of establishment, and shall identify the Association as a not-for-profit corporation.

**1.4 DEFINITIONS** - All terms used in these By-Laws shall have the same meaning, to the extent applicable as set forth in the Amended and Restated Declaration of Condominium of The Woods at Anderson Park, a Condominium, and the Florida Condominium Act, both as amended from time to time.

**2. MEMBERS' MEETINGS**

**2.1. ANNUAL MEETINGS** - Annual members' meetings shall be held at the Condominium or at such other convenient location, located within 45 miles of the condominium property, as may be determined by the Board of Directors each year on such date and time determined by the Board for the purpose of transacting any business authorized to be transacted by the members.

**2.2. SPECIAL MEETINGS** - Special member's meetings shall be held whenever called by the President, Vice President or by a majority of the Board of Directors and when requested by written notice from 20% of the Association voting interests within sixty (60) days of receipt of a petition. Members meetings to recall a member or members of the Board of

Directors may be called by 10% of the Association voting interests giving notice of the meeting and stating the purpose of the meeting.

**2.3. NOTICE OF MEMBERS' MEETINGS** - Notice of all members meetings shall be mailed by United States mail, unless waived in writing, or otherwise delivered to each unit owner at the address of the member as shown on the books of the Association at least 14 days prior to the meeting, provided however, that any members meeting or election at which one or more Directors are to be elected must be noticed as provided for in Section 2.4 next following. An officer of the Association shall execute an affidavit of mailing or delivery per F.S. 718.112 (2) (d) (2), and as the same may be amended from time to time, which shall be retained in the official records of the Association as proof of such mailing or delivery. Notice of a meeting of members, stating the time and place and the purpose(s) for which the meeting is called, shall be given by the president or secretary. The notice shall include an agenda for all known substantive matters to be discussed, or have such an agenda attached to it. A copy of the notice, and agenda, shall be posted at a designated location on the Condominium Property not less than 14 days prior to the date of the meeting. The Board, upon notice to unit owners, shall by rule designate a specific location on the condominium property upon which all notices of unit owner meetings shall be posted.

Notice of specific meetings may be waived before the meeting and the attendance of any member (or person authorized to vote for such member) shall constitute such member's waiver of notice of such meeting, except when his (or his authorized representative's) attendance is for the express purpose of objecting at the beginning of the meeting to the transaction of business because the meeting is not lawfully called.

**2.4. BOARD OF DIRECTORS ELECTION MEETINGS - NOTICE AND PROCEDURE** - The regular election shall occur on the date of the annual meeting.

**2.4.1.** Not less than 60 days before a scheduled election, the Association shall mail or deliver, whether by separate Association mailing or included in another Association mailing or delivery including regularly published newsletters, to each unit owner entitled to vote, a first notice of the date of the election. Any unit owner desiring to be a candidate for the board of administration shall give written notice to the Secretary of the Association not less than 40 days before scheduled election. Not less than 14 days before the election, the Association shall then mail or deliver a second notice of the election to all unit owners entitled to vote therein, together with a written ballot which shall include an information sheet, no larger than 8 1/2 inches by 11 inches furnished by the candidate, to be included with the mailing of the ballot, with the costs of mailing and copying to be borne by the Association. The election of Directors shall occur on the same day as the annual meeting. As to items to be considered at the meeting other than the election of Directors, the notice and agenda shall comply with Section 2.3 above.

**2.4.2.** At the discretion of the Board of Directors, either ballots or a voting machine will be available for use by owners in connection with the election of Directors. A unit owner who needs assistance in voting due to blindness, disability or inability to read or



write may obtain assistance but no unit owner shall permit another person to cast his ballot for electing Directors and any such ballots improperly cast shall be deemed invalid.

**2.4.3. The quorum requirement necessary for election shall be** twenty percent (20%) and elections shall be decided by a plurality of those votes cast. Write in candidates are not permitted.

**2.4.4.** The Board of Directors may appoint a committee to explain the role of Board members, encourage eligible persons to volunteer to serve on the Board, and generally strive to ensure that a sufficient number of candidates will respond to the first election notice to allow all vacancies to be filled.

**2.5. QUORUM** - A quorum at members' meetings shall consist of persons entitled to cast a majority of the voting interests of the entire membership. Decisions made by a majority of the voting interests represented at a meeting at which a quorum is present in person or by proxy shall be binding and sufficient for all purposes except such decisions as may by F.S. 718 or the Condominium Documents require a larger percentage in which case the percentage required in F.S. 718 or the Condominium Documents shall govern.

**2.6. INDIVISIBLE VOTE** - Each unit shall have one indivisible vote. If multiple owners of a unit cannot agree on a vote, the vote shall not be counted as to the issue upon which disagreement exists.

**2.7. PROXIES** - Votes may be cast in person or by proxy. Proxies shall be in writing, signed and dated and shall be valid only for the particular meeting designated therein or an adjournment thereof, but in no event for more than 90 days, and must be filed with the Association before or at the voter registration immediately preceding the meeting. Except as specifically otherwise provided by law, unit owners may not vote by general proxy, but may vote by limited proxies substantially conforming to a limited proxy form adopted by the Division of Florida Land Sales, Condominiums and Mobile Homes. Limited proxies and general proxies may be used to establish a quorum. Limited proxies shall be used for votes regarding reserves; for votes taken to waive financial statement requirements; for votes taken to amend the Declaration; for votes taken to amend the Articles of Incorporation or By-Laws; and for any other matter which F.S. 718 requires or permits a vote of the unit owners. No proxy, limited or general, shall be used in the election of Board members. General proxies may be used for other matters for which limited proxies are not required, and may also be used in voting for nonsubstantive changes to items for which a limited proxy is required and given. An executed telegram or cablegram appearing to have been transmitted by the proxy giver, or a photographic, photostatic, facsimile or equivalent reproduction of a proxy is a sufficient proxy. Owners may retroactively cure any alleged defect in a proxy by signing a statement ratifying the owner's intent to cast a proxy vote.

**2.8. NO QUORUM** - If any meeting of members cannot be organized because a quorum is not present, the members who are present, either in person or by proxy, may adjourn the meeting from time to time until a quorum is present.

**2.9. ORDER OF BUSINESS** - The order of business at annual members' meetings and, as far as applicable at all other members' meetings, shall be:

- (a) Call to order by the President;
- (b) At the discretion of the President, appointment by the President of a chairman of the meeting (who need not be a member or a director);
- (c) Appointment of inspectors of election;
- (d) Election of Directors; (The election shall take place even if there is not a quorum present), provided however that the Board may elect to hold the election before the appointed time of the annual meeting (but on the same day) and shall publish the results of the election at the annual meeting.
- (e) Calling of the roll, certifying of proxies and absentee ballots, and determination of a quorum; or, in lieu thereof, certification and acceptance of registration procedures establishing the number of persons present in person or by proxy;
- (f) Proof of notice of the meeting or waiver of notice;
- (g) Disposal of unapproved minutes;
- (h) Reports of Officers;
- (i) Reports of Committees;
- (j) Unfinished business;
- (k) New business;
- (l) Adjournment.

**2.10. ACTION WITHOUT A MEETING** - Anything to the contrary herein notwithstanding, to the extent lawful, any action required to be taken at any annual or special meeting of members, or any action which may be taken at any annual or special meeting of such members, may be taken without a meeting, without prior notice and without a vote if a consent in writing, setting forth the action so taken, shall be signed by the members (or persons authorized to cast the vote(s) of any such member as elsewhere herein set forth) having not less than the minimum number of voting interests that would be necessary to authorize or take such action at a meeting of such members at which a quorum of such members (or authorized persons) entitled to vote thereon were present and voted. Within 10 days after obtaining such authorization, notice

thereof shall be sent to members who have not consented in writing. The notice shall fairly summarize the material features of the authorized action. Members may also consent in writing to action taken at a meeting, by providing a written statement to that effect and their vote shall be fully counted as though they had attended the meeting.

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### **3. BOARD OF DIRECTORS**

**3.1. NUMBER, TERM, AND QUALIFICATIONS.** The affairs of the Corporation shall be governed by a Board composed of not less than five (5) or more than nine (9) Directors, the exact number to be determined by the Board at the Special Meeting at which additional nominations are to be taken as required by law, or if not so provided, then not less than thirty-five (35) days prior to the election. All Directors shall be Members. Directors shall be elected by the Voting Interests of the Association on the date of the annual meeting for a two (2) year term. No more than a bare majority of the Board shall be elected to a two (2) year term in any one (1) year term. In the event of a change in the size of the Board, one (1) year term shall be authorized in order to preserve such continuity, provided that no change in the size of the Board shall be effective to shorten the term of any member without his or her consent. The term of each Director's service shall extend until their elected term is completed and thereafter until their successor is duly elected and qualified or until the Director is recalled in the manner provided in the Condominium Act or resigns. A seat held by a Director who ceases to be an owner, shall thereby automatically become vacant. A Board Member whose term has expired is eligible for reappointment to the Board if the number of Board Members whose terms have expired exceeds the number of eligible Members demonstrating an intention to run for the vacant positions. A person who has been suspended or removed by the Division under Chapter 718, or who is delinquent in the payment of any fee, fine, or special or regular assessment, is not eligible for Board Membership. Within ninety (90) days of being elected or appointed to the Board, a Director shall certify in writing to the Secretary of the Association that he or she has read the Association's Declaration of Condominium, Articles of Incorporation, By-Laws, and current written policies; that he or she will work to uphold such documents and policies to the best of his or her ability; and that he or she will faithfully discharge his or her fiduciary responsibility to the Association's Members. In lieu of the written certification, a newly appointed or elected Director may submit a certificate of satisfactory completion of the educational curriculum administered by a Division-approved condominium education provider. A Director who fails to timely file the written certification or educational certificate is suspended from the Board until he or she complies with this provision. The Board may temporarily fill the vacancy during the period of suspension.

**3.1.1 SIZE OF BOARD** - The Board shall determine the size of the Board for the next ensuing year as provided above.

**3.1.2 DIRECTOR OR OFFICER DELINQUENCIES** - A director or officer more than 90 days delinquent in the payment of regular assessments shall be deemed to have abandoned the office, creating a vacancy in the office to be filled according to law.

**3.1.2 DIRECTOR OR OFFICER OFFENSES** – A director or officer charged with a felony theft or embezzlement offense involving the Association's funds or property shall be removed from office, creating a vacancy in the office to be filled according to law. While such director or officer has such criminal charge pending, he or she may not be appointed or elected to a position as a director or officer. However, should the charges be resolved without a finding of guilt, the director or officer shall be reinstated for the remainder of his or her term of office, if any.

**3.1.3** Any Director may be removed from office with or without cause by a majority vote of the members of the Association at an annual or special meeting of the members called for that purpose.

**3.1.4** Any Director who misses three (3) meetings of the Board of Directors in a twelve month period of their term may be deemed vacated by a motion and approval of the entire Board of Directors.

**3.2. BOARD VACANCIES** - Vacancies in the Board of Directors occurring between annual meetings of members shall be filled by appointment by a majority vote of the remaining Directors for the remainder of the unexpired term as provided in Article 3.1; provided that a Director who has been recalled by the membership, if the membership does not choose to fill the vacancy by election, may not be appointed to fill the vacancy created by his removal.

**3.3. ORGANIZATION MEETING** - The organizational meeting of each newly elected Board of Directors to elect officers shall be held at such place and time as shall be fixed by the Directors, provided a quorum shall be present. Unless otherwise noticed, it may be held immediately following the annual meeting, but not more than ten (10) calendar days following the annual meeting.

**3.4. REGULAR MEETINGS** - Regular meetings of the Board of Directors may be held at such time and place as shall be determined from time to time by a majority of the Directors. Notice of regular meetings, unless fixed by Board resolution, shall be given to each Director personally or by mail, telephone or telecopier at least forty-eight (48) hours prior to the day named for such meeting.

**3.5. SPECIAL MEETINGS** - Special meetings of the Directors may be called by the President and must be called by the Secretary at the written request of a majority of the Directors. Not less than three day's notice of the meeting (except in an emergency) shall be given personally or by mail, telephone or telecopier, which notice shall state the time, place and purpose of the meeting.

**3.6. WAIVER OF NOTICE** - Any Director may waive notice of a meeting before, at or after the meeting and such waiver shall be deemed equivalent to the giving of notice. Attendance by a Director at a meeting shall constitute waiver of notice of the meeting.

**3.7. NOTICE TO OWNERS OF BOARD MEETINGS** - Notice of meetings, which notice shall specifically include an agenda, shall be posted conspicuously on the condominium property at least 48 continuous hours in advance for the attention of unit owners, except in an emergency. Meetings at which a regular monthly or quarterly assessment is to be considered shall contain a statement that assessments will be considered and the nature of such assessments. However, written notice of any meeting at which non-emergency special assessments, or at which amendment to rules regarding unit use will be proposed, discussed, or approved, shall be mailed or delivered to the unit owners and posted conspicuously on the condominium property not less than 14 continuous days prior to the meeting. Evidence of compliance with this 14-day notice shall be by an affidavit executed by the Secretary of the Association and filed among the official records of the Association. The Board shall by rule designate a specific location on the condominium property upon which all notices of Board meetings shall be posted, and shall notify the owners of same.

**3.8. OWNER PARTICIPATION IN BOARD AND COMMITTEE MEETINGS** - Meetings of the Board of Directors and any committee thereof at which a majority of the members of the Board or committee are present shall be open to all unit owners. The right to attend such meetings includes the right to speak with reference to all designated agenda items provided however, the Association may adopt reasonable rules governing the frequency, duration and manner of unit owner statements.

**3.9. BOARD MEETINGS, QUORUM AND VOTING** - A quorum at Directors' Meetings shall consist of a majority of the Directors. The acts approved by a majority of Directors present at a meeting shall constitute the acts of the Board. Directors may not vote by proxy or by secret ballot at Board meetings and a vote or abstention for each member present shall be recorded in the minutes. In the case where a Director has an asserted conflict of interest, the Director should abstain. If at any meeting of the Board there be less than a quorum present, the Director(s) present may adjourn the meeting from time to time until a quorum is present. At any adjourned meeting, which must be properly noticed, any business which might have been transacted at the meeting as originally called may be transacted. Absent Directors may later sign written joinders in Board actions, but such joinders may not be used for purposes of creating a quorum.

**3.10. PRESIDING OFFICER** - The presiding officer at Directors' meetings shall be the President and in his absence, then the Vice President shall preside. In the absence of the presiding officer, the Directors present shall designate one of their number to preside.

**3.11. DIRECTOR COMPENSATION** - Directors shall serve without pay but shall be entitled to reimbursement for expenses reasonably incurred.

**4. POWERS AND DUTIES OF THE BOARD OF DIRECTORS** - All of the powers and duties of the Association existing under the Florida Corporation Statutes, the Condominium Act, the Declaration of Condominium, the Articles of Incorporation, these By-laws, and the Rules and Regulations of the Association shall be exercised exclusively by the Board of Directors, or its duly authorized agents, contractors, or employees subject only to the

approval by unit owners when such is specifically required. Such powers and duties of the Directors shall include, but shall not be limited to, the following:

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**4.1. TO ADOPT BUDGETS AND MAKE AND COLLECT ASSESSMENTS AGAINST** owners to defray the costs of the Association.

**4.2. TO USE THE PROCEEDS OF ASSESSMENTS** in the exercise of its powers and duties.

**4.3. THE MAINTENANCE, REPAIR, REPLACEMENT AND OPERATION** of the Condominium property.

**4.4. TO ENACT RULES AND REGULATIONS** concerning the transfer, use, appearance, occupancy of the units, common elements, and limited common elements subject to any limitations contained in the Declaration of Condominium.

**4.5. THE RECONSTRUCTION OF COMMON ELEMENTS IMPROVEMENTS AFTER CASUALTY** and further improvement of the property.

**4.6. TO APPROVE OR DISAPPROVE PROPOSED TRANSACTIONS** in the manner provided by the Condominium Declaration and to charge a preset fee, not to exceed the maximum permissible by law, in connection with such approval. In connection with the lease of units, the Board may require the posting of a security deposit to protect against damages to the common elements, in the manner provided by law.

**4.7. TO ENFORCE** by legal means the provisions of applicable laws and the condominium documents, and to interpret said condominium documents, as the final arbiter of their meaning.

**4.8. TO CONTRACT FOR MANAGEMENT** of the Condominium.

**4.9. TO CARRY INSURANCE** for the protection of the unit owners and the Association.

**4.10. TO PAY THE COST OF ALL UTILITY SERVICES** rendered to the Condominium and not billed to owners of individual units.

**4.11. TO EMPLOY PERSONNEL** and designate other officers for reasonable compensation and grant them such duties as seem appropriate for proper administration of the purposes of the Association.

**4.12. TO BRING AND DEFEND SUITS, MAKE AND EXECUTE CONTRACTS, DEEDS, MORTGAGES, NOTES, AND OTHER EVIDENCE OF INDEBTEDNESS, LEASES** and other instruments by its officers. To grant easements and licenses over the condominium property necessary or desirable for proper operation of the Condominium.

**4.13. CONTRACTS FOR PRODUCTS AND SERVICES** - All contracts for the purchase, lease or renting of materials or equipment, or which are not to be fully performed within one year, and all contracts for services shall be in writing. As to any such contract which requires payment exceeding two (2%) of the annual budget, including reserves, except for contracts with employees of the Association, for attorneys, and for accountants, the Association shall obtain competitive bids unless the products and services are needed as the result of an emergency or unless the desired supplier is the only source of supply within the County serving the Association. The Association need not accept the lowest bid.

**4.14. FINES/SUSPENSION** - The Directors may, pursuant to F.S. 718.303, impose fines against a unit not to exceed the maximum permissible by law, for failure to comply with the provisions of the condominium documents, including the rules and regulations, by owners, occupants, licensees, tenants and invitees. A fine may be imposed for each day of continuing violation with a single notice and opportunity for hearing, provided that no fine shall in the aggregate exceed \$1,000.00, or such maximum amount as is permissible by law, and all such hearings shall be held before a committee of other unit owners as required by law. The Association may suspend the right of a unit owner or a unit's occupant, licensee, or invitee to use common elements, the facilities, or any other Association property until any monetary obligation due the Association, which is more than ninety (90) days delinquent, is paid. This provision is not applied to use of limited common elements intended to be used only by that particular unit and common elements used for access to the unit including parking spaces.

**4.15.** The party against whom the fine is sought to be levied shall be afforded an opportunity for hearing after reasonable notice of not less than fourteen (14) days and said notice shall include:

1. A statement of the date, time and place of the hearing;
2. A statement of the provisions of the Declaration, Articles of Incorporation, By-laws, or Rules and Regulations which have allegedly been violated; and
3. A short and plain statement of the matters asserted by the Association.

**4.16.** The party against whom the fine may be levied shall have an opportunity to respond, to present evidence, and to provide written and oral argument on all issues involved and shall have an opportunity at the hearing to review, challenge, and respond to any material considered by the Association. Should the Association be required to initiate legal proceedings to collect a duly levied fine, the prevailing party in an action to collect said fine shall be entitled to an award of costs, and a reasonable attorney's fee incurred before trial, at trial, and on appeal.

**4.17. COMMITTEES** - The Directors may appoint committees. All committees and committee members shall serve at the pleasure of the Board. All committees of

the Association that are appointed to take action on behalf of the Board or make recommendations to the Board with regard to the budget shall conduct their affairs in the same manner as provided in these By-Laws for Board of Director meetings.

**4.18. FIRE SAFETY COMPLIANCE** - The Directors may accept a Certificate of Compliance from a licensed electrical contractor or electrician as evidence of compliance of the condominium units with the applicable Fire and Life Safety Code.

**4.19. HURRICANE SHUTTERS** - The Board of Directors shall adopt hurricane shutter specifications for each building within the condominium which shall include color, style, and other factors deemed relevant by the Board. All specifications adopted by the Board shall comply with the applicable building code, or shall be structured to ensure that installed shutters are in compliance with the applicable building code. The Board shall not refuse to approve the installation or replacement of hurricane shutters conforming to the specifications adopted by the Board.

## **5. OFFICERS**

**5.1. EXECUTIVE OFFICERS** - The executive officers of the Association shall be the President, one or more Vice Presidents, a Secretary, a Treasurer, and such assistant officers as may be desired, all of whom shall be elected annually by and from the Board of Directors, and who may be peremptorily removed by a majority vote of the Directors at any meeting. Any person may hold two or more offices except that the President shall not also be the Secretary. Assistant officers need not be Directors.

**5.2. PRESIDENT - POWERS AND DUTIES** - The President shall be the chief executive officer of the Association, shall preside at all meetings of the Board of Directors and Association meetings. The President shall have general supervision over the affairs of the Association and shall have all of the powers and duties which are usually vested in the office of President of a corporation.

**5.3. VICE-PRESIDENT - POWERS AND DUTIES** - The Vice President shall in the absence or disability of the President exercise the powers and perform the duties of the President. He shall also generally assist the President and exercise such other powers and perform such other duties as shall be prescribed by the Directors.

**5.4. SECRETARY - POWERS AND DUTIES** - The Secretary shall keep the minutes of all proceedings of the Directors and the members; Shall attend to the giving and serving of all notices to the members and Directors and other notices required by law; Shall have custody of the seal of the Association and affix the same to instruments requiring a seal when duly signed; Shall keep and have custody of the records of the Association, except those of the Treasurer; and Shall perform all other duties incident to the office of Secretary of the Association and as may be required by the Directors or the President.

**5.5. TREASURER - POWERS AND DUTIES** - The Treasurer shall have custody of all property of the Association, including funds, securities and evidences of



indebtedness; Shall keep the assessment rolls and accounts of the members; Shall keep the books of the Association in accordance with good accounting practices; and Shall perform all other duties incident to the office of the Treasurer of a corporation.

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**5.6. OFFICERS COMPENSATION** - Officers shall not be entitled to compensation for service as such, but shall be entitled to reimbursement of expenses reasonably incurred. No Board Member or Officer shall be employed or compensated by the Association with the exception of reimbursement for expenses as stated herein.

**5.7. INDEMNIFICATION -**

**5.7.1. Indemnity.** The Association shall indemnify any officer, director or committee member who was or is a party or is threatened to be made a party to any threatened, pending or contemplated action, suit or proceeding, whether civil, criminal, administrative or investigative, by reason of the fact that he is or was a director, officer or committee member of the Association, against expenses (including attorney's fees and appellate attorney's fees), judgments, fines and amounts paid in settlement actually and reasonably incurred by him in connection with such action, suit or proceeding, unless (a) a court of competent jurisdiction finally determines, after all appeals have been exhausted or not pursued by the proposed indemnitee, that he did not act in good faith or in a manner he reasonably believed to be in or not opposed to the best interest of the Association, and, with respect to any criminal action or proceeding, that he had reasonable cause to believe his conduct was unlawful, and (b) such court also determines specifically that indemnification should be denied. The termination of any action, suit or proceeding by judgment, order, settlement, conviction or upon a plea of nolo contendere or its equivalent shall not, of itself, create a presumption that the person did not act in good faith and in a manner which he reasonably believed to be in or not opposed to the best interest of the Association, and with respect to any criminal action or proceeding, had reasonable cause to believe that his conduct was unlawful. It is the intent of the membership of the Association, by the adoption of this provision, to provide the most comprehensive indemnification possible to their officers, directors and committee members as permitted by Florida law.

**5.7.2.** To the extent that a director, officer, or committee member of the Association has been successful on the merits or otherwise in defense of any action, suit or proceeding referred to in Section 5.7.1 above, or in defense of any claim, issue or matter therein, he shall be indemnified against expenses (including attorney's fees and appellate attorney's fees) actually and reasonably incurred by him in connection therewith.

**5.7.3. Advances.** Expenses incurred in defending a civil or criminal action, suit or proceeding shall be paid by the Association in advance of the final disposition of such action, suit or proceeding upon receipt of an undertaking by or on behalf of the affected director, officer, or committee member to repay such amount unless it shall ultimately be determined that he is not entitled to be indemnified by the Association as authorized by this Article 5.7.

**5.7.4. Miscellaneous.** The indemnification provided by this Article 5.7 shall not be deemed exclusive of any other rights to which those seeking indemnification may be entitled under any by-law, agreement, vote of members or otherwise, and shall continue as to a person who has ceased to be a director, officer, or committee member and shall inure to the benefit of the heirs and personal representatives of such person.

**5.7.5. Insurance.** The Association shall have the power to purchase and maintain insurance on behalf of any person who is or was a director, officer, committee member, employee or agent of the Association, as a director, officer, employee or agent of another corporation, partnership, joint venture, trust or other enterprise, against any liability asserted against him and incurred by him in any such capacity, or arising out of his status as such, whether or not the Association would have the power to indemnify him against such liability under the provisions of this Article.

**5.7.6. Amendment.** Anything to the contrary herein notwithstanding, the provisions of this Article 5.7 may not be amended without the approval in writing of all persons whose interest would be adversely affected by such amendment.

**5.8. DELEGATION** - To the extent permitted by law, the powers and duties of the directors and officers may be delegated for the purpose of management.

**6. MINUTES AND INSPECTION OF RECORDS** - Minutes of all meetings of unit owners and of the Board of Directors shall be kept in a businesslike manner and shall be reduced to written form within thirty (30) days and these, plus records of all receipts and expenditures and all other official records, as defined in F.S. 718.111 and as amended from time to time, shall be available for inspection by unit owners and Board members at all reasonable times. Certain records, as specified by statute, shall not be available for inspection. Provided, however, that the Directors may adopt reasonable rules regarding the frequency, time, location, notice and manner of record inspections and any copying.

**7. FISCAL MANAGEMENT** - Shall be in accordance with the following provisions:

**7.1. BUDGET** - A proposed annual budget, which must include estimated revenues and expenses, shall be prepared by the Board of Directors, and shall include all anticipated expenses for operation, maintenance and administration of the Condominium including insurance, management fees, if any, and which may include expenses of in-house communications and security, bulk cable television, and which shall include reserves per F.S. 718.112 (2) (f) (2) or as amended, which may later be waived by the owners. The Board may elect to propose to submit the question of waiving reserves to a unit owner vote at the annual meeting, in which case, such waiver may be retroactive to the beginning of the fiscal year. Reserve funds and any accrued interest on the funds shall remain in the reserve account for authorized reserve expenditures, unless their use for other purposes is approved in advance by a vote of the majority of the voting interests present at a duly called meeting of the Association, or by the written approval of a majority of the voting interests. The budget will contain a reasonable allowance for contingencies and provide funds for all unpaid operating expenses

previously incurred. If at any time a budget shall prove insufficient, it may be amended by the Board of Directors for the remaining portion of the fiscal year, provided that notice of the Board meeting at which the revised budget will be considered along with a copy of the proposed revisions to the budget shall be mailed to each member as provided in Article 7.2 hereof.

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**7.1.1** The only voting interests which are eligible to vote on questions that involve waiving or reducing the funding of reserves, or using existing reserve funds for purposes other than purposes for which the reserves were intended, are the voting interests of the units subject to assessment to fund the reserves in question.

**7.1.2** Proxy questions relating waiving or reducing the funding of reserves or using existing reserves for purposes other than purposes for which the reserves were intended shall contain the language in compliance with F.S. 718.112(2) (f) (4).

**7.1.3** If the Board of Directors adopts an annual budget which requires assessments against unit owners which exceed 115 percent of assessments for the preceding fiscal year, the board shall conduct a special meeting of the unit owners to consider a substitute budget if the board receives, within 21 days after adoption of the annual budget, a written request for a special meeting from at least 10 percent of all voting interests. The special meeting shall be conducted within 60 days after adoption of the annual budget. At least 14 days prior to such special meeting, the board shall hand deliver to each unit owner, or mail to each unit owner a notice of the meeting. Unit owners may consider and adopt a substitute budget at the special meeting. A substitute budget is adopted if approved by a majority of all voting interests. If there is not a quorum at the special meeting or a substitute budget is not adopted, the annual budget previously adopted by the board shall take effect as scheduled.

**7.2. MAILING** - A copy of the proposed annual budget shall be mailed to the unit owners not less than 14 days prior to the meeting of the directors at which the budget will be adopted together with a notice of the meeting.

**7.3. ASSESSMENTS** - The shares of the unit owners of the common expenses may be made payable in installments due monthly or quarterly (as determined by the Board) in advance and shall become due on the first day of each such period and which shall become delinquent 10 days thereafter. The Association shall have the right to accelerate assessments of an owner delinquent in the payment of common expenses. Accelerated assessments shall be due and payable on the date a claim of lien is filed and may include the amounts due for the remainder of the fiscal year for which the claim of lien was filed.

**7.4. SPECIAL ASSESSMENTS** - Assessments for common expenses which are not provided for and funded in the Budget or an amendment to the Budget may be made by the Board of Directors, and the time of payment shall likewise be determined by them. Notice of the Board meeting at which such assessments shall be considered shall be posted and mailed to each unit owner as provided in Article 3.6 hereof. The funds collected pursuant to a special assessment shall be used only for the specific purpose or purposes set forth in such notice. However, upon completion of such specific purpose or purposes, any excess funds will

be considered common surplus, and may, at the discretion of the Board, either be returned to the unit owners or applied as a credit towards future assessments.

**7.5. ASSESSMENT ROLL** - The assessments for common expenses and charges shall be set forth upon a roll of the units which shall be available for inspection at all reasonable times by unit owners. Such roll shall indicate for each unit the name and address of the owner, and the assessments and charges paid and unpaid. A certificate made by a duly authorized representative of or by the Board of Directors as to the status of a unit's account may be relied upon for all purposes by any person for whom made.

**7.6. LIABILITY FOR ASSESSMENTS AND CHARGES** - A unit owner shall be liable for all assessments and charges coming due while the owner of a unit, and such owner and owner's grantees after a voluntary conveyance shall be jointly and severally liable for all unpaid assessments and charges due and payable up to the time of such voluntary conveyance. Liability may not be avoided by waiver of the use or enjoyment of any common elements or Association property or by abandonment of the unit for which the assessments are made. Where an institutional mortgagee holding a first mortgage of record obtains title to a unit by foreclosure, such mortgagee and its successors and assigns shall only be liable for such unit's assessments, charges or share of the common expenses which became due prior to acquisitions of title as provided in the Florida Condominium Act, as amended from time to time.

**7.7. LIENS FOR ASSESSMENTS** - The unpaid portion of an assessment including an accelerated assessment which is due, together with all costs, interest, late fees, and reasonable attorneys' fees for collection, including appeals, shall be secured by a lien upon the unit and all appurtenances thereto when a notice claiming the lien has been recorded by the Association in accordance with the requirements of Florida Statute 718.116, or as amended from time to time.

**7.8. LIEN FOR CHARGES** - Unpaid charges which are due together with costs, interest, late fees, and reasonable attorney's fees including appeal, for collection shall be secured by a common law lien upon the unit and all appurtenances thereto when a notice claiming the lien has been recorded by the Association.

**7.9. COLLECTION - INTEREST; ADMINISTRATIVE LATE FEE; APPLICATION OF PAYMENTS** - Assessments or charges paid on or before ten days after the date due shall not bear interest, but all sums not paid on or before ten days shall bear interest at the highest lawful rate (now 18% per annum) from the date due until paid. In addition to such interest the Association may charge an administrative late fee in an amount not to exceed the greater of \$25.00 or 5% of each installment of the assessment for which payment is late, or the maximum late fee permissible by law. All payments upon account shall be first applied to interest, then the late fee, then to any costs and reasonable attorney's fees incurred and then to the assessment payment first due. All interest collected shall be credited to the common expense account.

**7.10. COLLECTION - SUIT** - The Association, at its option, may enforce collection of delinquent assessments or charges by suit at law, by foreclosure of the lien securing

the assessments, or by any other remedy available under the laws of the State of Florida, and in any event the Association shall be entitled to recover the payments which are delinquent at the time of collection, judgment or decree, together with those which have become due by acceleration plus interest thereon and all costs incident to the collection and the proceedings, including reasonable attorneys' fees, including appeals. The Association must deliver or mail by certified mail to the unit owner a written notice of its intention to foreclose the lien as provided by law.

**7.11. ACCOUNTS** - All sums collected from assessments or charges shall be credited to accounts from which shall be paid the expenses for which the respective assessments or charges are made.

**7.12. ASSOCIATION DEPOSITORY** - The depository of the Association shall be a bank or banks or state or federal savings and loan associations with offices in Florida, and other insured depositories as shall be designated from time to time by the Directors and in which the monies for 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 Directors.

**7.13. COMMINGLING OF FUNDS PROHIBITED** - All funds shall be maintained separately in the Association's name. Reserve and operating funds may be commingled for purposes of investment, but separate ledgers must be maintained for each account. No community association manager or business entity required to be licensed or registered under F.S. 468.432, and no agent, employee, officer, or Director of the Association shall commingle any Association funds with his funds or with the funds of any other condominium association or community association as defined in F.S. 468.431, or with those of any other entity.

**7.14. FINANCIAL REPORTS** - A complete financial report of actual receipts and expenditures of the Association shall be made annually which shall comply with the Florida Administrative Code, as amended, and with the Florida Condominium Act, as amended, as determined in the Code based upon the amount of the Association's budget from time to time. A copy of the report shall be furnished to each member and the Division as provided by law.

**7.15. FIDELITY BONDING** - The Association shall obtain and maintain adequate fidelity bonding in the minimum principal sum of \$50,000 per person or such other amount provided by law for each person (whether or not a Director) who controls or disburses Association funds. The Association shall bear the cost of bonding. In the case of a licensed manager, the cost of bonding may be reimbursed by the Association as the parties may agree. All persons providing management services to the Association or otherwise having the authority to control or disburse association funds shall provide the Association with a certificate of insurance evidencing compliance with this paragraph, naming the Association as an insured under said policy.

**8. PARLIAMENTARY RULES** - Robert's Rules of Order shall govern the conduct of corporate proceedings when not in conflict with the Declaration, the Articles of Incorporation, the By-Laws of the Association or with the laws of the State of Florida.

**9. BY-LAW AMENDMENTS** - Amendments to the By-Laws shall be adopted in the following manner:

**9.1. NOTICE** of the subject matter of a proposed amendment shall be included in the notice of any meeting or the text of any written agreement at which a proposed amendment is considered.

**9.2. PROPOSAL OF AMENDMENTS** - An amendment may be proposed by either a majority of the Directors or by Twenty-five Percent (25%) of the voting interests.

**9.3 ADOPTION OF AMENDMENTS** - A resolution or written agreement adopting a proposed amendment must receive approval of two-thirds (2/3) of the voting interests of the association present (in person or by proxy) at a duly noticed meeting of the association or by the written agreement of two-thirds (2/3) of the voting interests of the Association. Amendments correcting errors or omissions may be adopted by the Board alone.

**9.4. EFFECTIVE DATE** - An amendment when adopted shall become effective only after being recorded in the Pinellas County Records according to law.

**9.5. AUTOMATIC AMENDMENT** - These By-Laws shall be deemed amended, if necessary, so as to make the same consistent with the provisions of the Declaration of Condominium, the Articles of Incorporation, or the Condominium Act as amended from time to time. The Board of Directors, without a vote of the owners, may adopt by majority vote amendments to these By-Laws as the Board deems necessary or advisable to comply with or take advantage of such operational changes as may be contemplated by future amendments to chapters 607, 617 and 718 of the Florida Statutes, or such other statutes or administrative regulations regulating the operation of the Association.

**9.6. PROPOSED AMENDMENT FORMAT** - Proposals to amend existing By-Laws shall contain the full text of the By-Laws to be amended. New words shall be underlined and words to be deleted shall be ~~lined through~~. If the proposed change is so extensive that this procedure would hinder rather than assist understanding, a notation must be inserted immediately preceding the proposed amendment saying, "SUBSTANTIAL REWORDING OF BY-LAWS. SEE BY-LAW NUMBER \_\_\_ FOR PRESENT TEXT."

**10. CERTIFICATE OF COMPLIANCE** - A certificate of compliance from a licensed electrical contractor or electrician may be accepted by the association's board as evidence of compliance of the condominium units with the applicable fire and life safety code. Notwithstanding the provisions of chapter 633 or of any other code, statute, ordinance, administrative rule, or regulation, or any interpretation of the foregoing, the Association, Condominium, or unit owner is not obligated to retrofit the common elements or units of a residential condominium with a fire sprinkler system or other engineered life safety system in a building that has been certified for occupancy by the applicable governmental entity, if the unit owners have voted to forego such retrofitting and engineered life safety system by the affirmative vote of two-thirds of all voting interests in the affected condominium.

**10.1** A condominium association may not vote to forego the retrofitting with a fire sprinkler system of common areas in a high-rise building. For purposes of this subsection, the term "high-rise building" means a building that is greater than 75 feet in height where the building height is measured from the lowest level of fire department access to the floor of the highest occupiable story. For purposes of this subsection, the term "common areas" means any enclosed hallway, corridor, lobby, stairwell, or entryway.

**10.2** A vote to forego retrofitting may be obtained by limited proxy or by a ballot personally cast at a duly called membership meeting, or by execution of a written consent by the member, and shall be effective upon the recording of a certificate attesting to such vote in the public records of the county where the condominium is located. The association shall mail, hand deliver, or electronically transmit to each unit owner written notice at least 14 days prior to such membership meeting in which the vote to forego retrofitting of the required fire sprinkler system is to take place. Within 30 days after the association's opt-out vote, notice of the results of the opt-out vote shall be mailed, hand delivered, or electronically transmitted to all unit owners. Evidence of compliance with this 30-day notice shall be made by an affidavit executed by the person providing the notice and filed among the official records of the association.

**10.3** After such notice is provided to each owner, a copy of such notice shall be provided by the current owner to a new owner prior to closing and shall be provided by a unit owner to a renter prior to signing a lease.

**11. MANDATORY ARBITRATION OF DISPUTES** - If unresolved, disputes between the Board and unit owners as defined in F.S. 718.1255 (1) must be arbitrated in mandatory non-binding arbitration proceedings as provided in the Condominium Act prior to commencing litigation, so long as the Condominium Act requires such arbitration.

**12. HOUSE RULES AND REGULATIONS** - In addition to the provisions of the Amended Declaration of Condominium, the Amended and Restated Articles of Incorporation of the Association and other provisions of these Amended By-Laws, the following House Rules and Regulations shall govern the use of the condominium units and common elements and the conduct of all owners and residents of CONDOMINIUM.

1. The condominium units shall be used for residential purposes only.
2. The condominium common elements, as well as the condominium units, shall not be used for business use or for any commercial use whatsoever, except as may be consistent with the activities authorized and approved by the Board of Directors as meeting its responsibilities for proper operation and management of the condominium.
3. No unit owner shall use his unit or the common elements, or permit their use by another, in such a fashion or manner as would constitute a nuisance to other unit owners or their guests, or as would be injurious to the reputation of the condominium, or as would constitute waste either of his unit or the common elements.

4. No unit owner shall knowingly use his unit or the common elements, or permit their use by another, in such a fashion or manner as would constitute a violation of federal, state or city laws, ordinances or regulations.

5. The Board of Directors may establish certain regulations concerning use of the facilities by minors in order to protect and preserve the health, safety and welfare of all the members of the Association including the minors, provided that such regulations are consistent with the requirements of the Fair Housing Act.

6. Each unit owner shall allow the Board of Directors, or the agents and employees of the Association to enter any unit at reasonable times when necessary for the maintenance, repair or replacement of the common elements, or prevent damage to the unit or other units, all as provided by law.

7. No unit owner shall permit or suffer anything to be done or kept in his unit which will increase the insurance rates on his unit or the common elements, or which will obstruct the rights or interfere with the rights of other members or annoy them by unreasonable noises or otherwise.

8. No unit owner shall make any structural alteration to and in the building, specifically including, but not limited to, screening or enclosure of private balconies and/or affixing outside shutters to windows, without the approval of the Association. The design and make of any alteration must be approved by the Association. Nor shall any unit owner remove any additions or improvements or fixtures from the building, or do any act that will impair the structural soundness of the building.

9. No unit owner shall make any repairs to any plumbing or electrical wiring within a unit except by licensed plumbers or electricians authorized to do such work. Plumbing and electrical repairs within a unit shall be paid for and be the financial obligation of the owners of the unit, whereas the Association or its agent shall pay for and be responsible for repairs and electrical wiring within the common elements.

10. No unit owner shall utilize any parking area of CONDOMINIUM for other than passenger automobiles, station-wagons or vans, all as may be determined by rule by the Board of Directors. Any other type of vehicle is specifically excluded, including but not limited to commercial vans, trailers of any kind (whether boat, house or utility), campers and trucks. No unit owner shall clean, wash or service any permitted vehicles on the premises of CONDOMINIUM. Further, parking shall be in accordance with allocations of spaces as designated from time to time by the Association.

11. No unit owner shall display, or permit the display of, laundry or clothing anywhere in or about the condominium units which would be visible from the outside of the said unit.

12. No unit owner shall obstruct, litter, deface or similarly misuse any of the common elements.



13. Each unit owner shall conform to and abide by the By-Laws and any additional reasonable uniform rules and regulations in regard to the use of the unit and common elements which may be adopted in writing from time to time by the Board of Directors of the Association, and to see that all persons using owner's property by, through or under him, do likewise.

14. Where a corporation or other owner of a condominium parcel is not a natural person, the subject entity shall designate a natural person who shall be entitled to occupy the condominium parcel, as such natural person shall be a member of the Association subject to the procedures set forth in the Declaration of Condominium. Such subject entity shall designate not more than one natural person to occupy the condominium parcel during any single calendar year, including said natural person's immediate family, defined herein as the spouse and children of said person.

The foregoing was adopted as the Amended and Restated By-Laws of The Woods at Anderson Park Condominium Association, Inc. on this 29 day of November, 2010.

SYLVESTER WILLIAMS  
Sylvester Williams, President

ATTEST:

KEZ LORELLO  
Kez Lorello, Secretary