

1700

DECLARATION OF CONDOMINIUM

for

CLEARVIEW OAKS

PARADISE SECTION - UNIT FIVE

A CONDOMINIUM

KENNETH CORPORATION, a Florida corporation, PAUL LAND CORPORATION, a Florida corporation, JANET CORPORATION, a Florida corporation, and MODERN AMERICAN HOMES, INC., a Florida corporation, herein called Developer, on behalf of themselves, their successors, grantees and assigns, hereby make this Declaration of Condominium:

1. SUBMISSION OF LAND TO CONDOMINIUM OWNERSHIP - The land described as

(a) "A" WING -- (KENNETH CORPORATION)

Commencing at the East 1/4 Corner of Section 5, T.31S., R.16E., Pinellas County, Florida; thence S. 0°24'59" W. along East Line of Section 5, T.31S., R.16E., 812.38 feet; thence S. 89°58'36" W., 50.0 feet to West Line of 58th Street North, and P.O.B.; thence continue S. 89°58'36" W., 103.32 feet; thence S. 30°06'32" W., 185.93 feet; thence S. 59°53'28" E., 224.89 feet to West Line of 58th Street North; thence N. 0°24'59" E. along said street 274.11 feet to P.O.B.

(b) "B" WING -- (PAUL LAND CORPORATION)

Commencing at the East 1/4 Corner of Section 5, T.31S., R.16E., Pinellas County, Florida; thence S. 0°24'59" W. along East Line of Section 5, T.31S., R.16E., 1086.49 feet; thence S. 89°58'36" W., 50.0 feet to West Line of 58th Street North, and P.O.B.; thence N. 59°53'28" W., 174.58 feet; thence S. 30°06'32" W., 213.90 feet to North Line of Jose Creek Right of Way; thence S. 89°58'08" E. along said North Right of Way Line 257.65 feet to West Line of 58th Street North; thence N. 0°24'59" E., 97.61 feet to P.O.B.

(c) "C" WING -- (JANET CORPORATION)

Commencing at the East 1/4 corner of Section 5, T.31S., R.16E., Pinellas County, Florida; thence S. 0°24'59" W. along East Line of Section 5, T.31S., R.16E., 1184.10 feet; thence S. 89°58'36" W., 50.00 feet to West Line of 58th Street North; thence N. 89°58'08" W., along North Line of Jose Creek Right of Way 257.65 feet to P.O.B.; thence continue E. 89°58'08" W., along said Right of Way, 99.21 feet; thence N. 0°24'43" E., 245.58 feet; thence S. 59°53'28" E., 207.51 feet; thence S. 30°06'32" W., 163.60 feet to P.O.B.

(d) "D" WING -- (MODERN AMERICAN HOMES, INC.)

Commencing at the East 1/4 Corner of Section 5, T.31S., R.16E., Pinellas County, Florida; thence S. 0°24'59" W., along East Line of Section 5, T.31S., R.16E., 812.38 feet; thence S. 89°58'36" W., 153.32 feet to P.O.B.; thence continue S. 89°58'36" W.; 253.59 feet; thence S. 0°24'43" W., 125.75 feet; thence S. 59°53'28" E., 197.20 feet; thence N. 30°06'32" E., 236.23 feet to P.O.B.

RECORDED
PINELLAS CO. FLORIDA
HAROLD RYLANDER, CLERK
JUL 24 9 09 AM '57

- (e) KENNETH CORPORATION, as to an undivided 1/4 interest; PAUL LAND CORPORATION, as to an undivided 1/4 interest; JANET CORPORATION, as to an undivided 1/4 interest; and MODERN AMERICAN HOMES, INC., as to an undivided 1/4 interest, as follows:

Commencing at the East 1/4 Corner of Section 5, T.31S., R.16E., Pinellas County, Florida; thence S. 0°24'59" W., along East Line of Section 5, T.31S., R.16E., 812.38 feet; thence S. 89°58'36" W., 153.32 feet; thence S. 30°06'32" W., 185.93 feet to P.O.B.; thence continue S. 30°06'32" W., 50.30 feet; thence S. 59°53'28" E., 50.31 feet; thence N. 30°06'32" E., 50.30 feet; thence N. 59°53'28" W., 50.31 feet to P.O.B.

Pinellas County, Florida, owned by Developer and the improvements to be constructed thereon from and after the date of the recording of this Declaration shall be subject to the condominium form of ownership according to the terms of this Declaration.

2. CONDOMINIUM NAME - This condominium shall hereafter be known as CLEARVIEW OAKS CONDOMINIUM, PARADISE SECTION - UNIT FIVE.

3. CONDOMINIUM ASSOCIATION NAME - The name of the condominium association herein formed shall be CLEARVIEW OAKS CONDOMINIUM ASSOCIATION, a Condominium. This association shall exist, without incorporation, as a legal entity pursuant to Chapter 63-35 Laws of Florida 1963, Section 12.

4. DEFINITIONS - The terms as used in this Declaration shall be defined as follows:

(a) Apartment - That part of the apartment building capable of independent use as described on the Surveyor's Plans as "Apartment" followed by an identifying number.

(b) Assessment - An apartment owner's pro-rata share of the common expenses necessary for the management of this condominium.

(c) Common Elements - Means that portion of the land not occupied by any apartment building which is not capable of independent use. This area includes the following items: the land, all parts of the apartment building, excepting only washing machines, dryers and electrical equipment located in the laundry and electrical rooms as designated in said buildings, not included within the apartments or improvements not included within an apartment building, easements for the installation of utility services to maintain the apartments; all other portions of the property which are rationally of common use or necessary to the existence of the condominium. The term 'common elements' shall not include sewer mains and laterals and water mains.

(d) Common Expenses - Means the expenses of administration, maintenance, operation and repair of the common elements.

(e) Common Surplus - Means the excess of all receipts of the association over and above the amount of common expenses.

(f) Condominium Property - Means and includes the land, apartment building and improvements upon the land, excepting only washing machines, dryers and electrical equipment located in the laundry and electrical rooms as designated in said buildings, and sewer mains, laterals and water mains.

(g) Condominium Documents - Means this declaration which sets forth the nature of the property rights in the condominium property, and such amendments as may be adopted in accordance with this declaration. The exhibits annexed hereto and made a part hereof are:

Exhibit "A" - The By-laws of the Clearview Oaks Condominium Association.

Exhibit "B" - The Surveyor's Plans, which include a survey of the land, floor plans of the first, second and third floor prepared by Hansen Engineering Co. of St. Petersburg, Florida.

Exhibit "C" - Rules and regulations of Clearview Oaks Condominium Association.

(h) Singular, Plural and Gender - Whenever the context so permits, the use of the plural shall include the singular and the singular shall include the plural, and the use of any gender shall be determined to include all genders.

5. APARTMENT SHALL BE CONSTITUTED AS FOLLOWS:

(a) Each apartment as shown on the surveyor's plans, together with the appurtenances, shall constitute a separate parcel of real property which may be owned in fee simple or any other estate recognized by the laws of the State of Florida, and which may be conveyed, transferred and encumbered in the same manner as any other parcel of real property, subject, however, to the provisions of this Declaration of Condominium. The inside surface of the walls, ceiling and floor of each apartment shall constitute the perimeter boundary of the apartment. Any encroachment created by construction, settlement or movement of the building which varies from the surveyor's plans shall be permitted to exist for as long as the building shall exist. Each apartment owner shall have the exclusive use of his apartment.

(b) The ownership of each apartment shall include and there shall pass with each apartment as appurtenances thereto all of the rights, title and interest of an apartment ownership in the condominium property which shall include, but not be limited to:

1. An undivided share of the common elements shall pass with each apartment. Each apartment's share in the common elements shall be one-seventy-second (1/72) of the entire common elements.
2. All easements for the benefit of the apartment, including but not limited to, utility easements.
3. Association membership and a one-seventy-second (1/72) interest in the funds, assets and liabilities of the condominium association.
4. An exclusive easement for the use of the air space occupied by the apartment as it exists or may be reconstructed.
5. Easements through the common areas for ingress and egress.
6. Easements through the apartments and common areas for maintenance, repair and replacement of the condominium building, and an easement of appurtenance in all apartments and the common elements contained within

6. MAINTENANCE - The responsibility for the maintenance of the condominium property shall be as follows:

(a) By the apartment owner - The responsibility of the apartment owner shall be as follows:

1. To maintain, repair and replace at his expense all portions of the apartment contained within the perimeter boundary of the apartment as described in this declaration.

(b) By a management corporation or organization - Should a contract be entered upon with a management corporation as provided under the powers of delegation contained in Paragraph 9. (a) hereof, then and in such event:

1. The management corporation shall maintain and repair at its expense (out of funds derived from assessments upon each apartment owner) all portions of the condominium property, except those portions which are to be maintained by the apartment owner.

2. No apartment owner shall make any alterations to the portions of the apartment or the apartment buildings which are to be maintained by the management corporation without first obtaining its consent.

(c) By the association - In the event that no management contract is entered upon or outstanding, then the association shall maintain and repair, at the association's expense, all portions of the condominium property, except those portions which are to be maintained by the apartment owner.

1. No apartment owner shall make any alterations to the portions of the apartment or the apartment buildings which are to be maintained by the association without first obtaining unanimous approval of the members of the condominium association.

7. COMMON ELEMENTS - The ownership and use of the common elements shall be governed by the following provisions:

(a) The shares of the apartment owners in the common elements may not be changed and shall pass as an appurtenance thereto, whether or not specifically described in a conveyance of the apartment.

(b) In order to preserve the condominium, the common elements shall remain undivided and no apartment owner nor any other person shall bring an action for or partition or division of the whole or any part of the common elements so long as the property remains the subject of this condominium declaration.

(c) Each apartment owner shall own as an appurtenance to this apartment a 1/2 interest in and to all of the common elements, except as otherwise

ASSESSMENTS - Assessments against the apartment owners shall be made by the board of the association and paid by the apartment owners to the association in accordance with the following provisions:

(a) Share of expenses - Each apartment owner shall be liable for 1/72 of the common expenses and any common surplus shall be owned by each apartment owner in a like share.

(b) Additional assessments - The condominium association or its delegate is hereby vested with the authority to levy additional assessments as may be necessary for the management of the condominium property. These additional assessments shall be paid by the apartment owners to the Association, or its delegate, in the proportions set forth in paragraph (a) above.

(c) Assessments for liens - All liens of any nature, including taxes and special assessments levied by governmental authorities which are a lien upon more than one apartment or upon any portion of the common elements shall be paid by the association as a common expense and shall be assessed against the apartments in the pro-rata share set out in sub-paragraph (a) above, except that any lien which pertains to a distinct individual apartment or apartments shall be assessed directly to that apartment and its owner.

(d) Liability for assessments - Each apartment owner shall be responsible for all assessments levied upon his separate apartment, including a one-seventy-second (1/72) share of the common expenses incurred in the management of the condominium property. All unpaid assessments shall bear interest at the rate of ten (10%) per cent per annum from the due date until the date of payment. The condominium association or its delegate shall have a lien upon each apartment for unpaid assessments and interest which lien shall be effective after recording a proper claim of lien in the name of the association or its delegate. Said lien shall secure reasonable attorneys' fees and costs incurred in the collection of the delinquent assessment and for the enforcement of such lien.

9. ADMINISTRATION - The administration and management of the condominium property, including but not limited to, the acts required of the association by the condominium documents, the maintenance, repair and operation of the common elements, the entering into contracts on behalf of and for the benefit of the condominium property shall be the responsibility of the association.

(a) The Clearview Oaks Condominium Association is hereby vested with power to delegate its authority granted by this Declaration of Condominium by entering into a management contract with such persons or organizations or corporations, and upon such conditions and terms as the association may elect.

(b) The association may be governed by the following provisions:
1. The By-laws of the association - Exhibit "A", attached hereto and made a part hereof, sets forth the existing By-laws of the association by which it shall be governed, provided that the association may amend said By-laws in accordance with the provisions of this declaration.

2. Rules and regulations - Exhibit "C" attached hereto and made a part hereof, sets out the existing rules and regulations of the condominium association which may be changed from time to time by the association or its delegate, provided that such rules and regulations need not be recorded as an amendment to the condominium.

(c) Notwithstanding the duty of the association to maintain and repair the condominium property, the association, or its delegate, shall not be liable for injury or damage caused by any latent condition of the property, nor for injury or damage caused by the apartment owners or other persons.

10. INSURANCE - All insurance policies upon the property shall be purchased by the association for the benefit of the apartment owners and their respective mortgagees, as their interests may appear, and shall provide for the issuance of mortgage endorsements to the holders of first mortgages upon the apartment or apartments, and if the insurance company will agree, shall provide that the insurer waive his right of subrogation against or between the individual apartment owners, the association or its delegate. Such policies and endorsements shall be held by the association or its delegate.

(a) Provided, however, that each apartment owner may obtain additional insurance at his own expense affording coverage upon his personal property and for his personal tort liability.

(b) The association or its delegate shall be required to obtain hazard and extended coverage insurance in an amount equal to the full insurable value of the condominium property, exclusive of the land and foundations.

(c) The association or its delegate shall be required to obtain public liability and property damage insurance in an amount of ONE HUNDRED THOUSAND (\$100,000.00) DOLLARS per accident, per injury for the purpose of protecting the apartment owners against loss resulting by virtue of injury resulting from accidents occurring on the condominium property. Provided, however, that it shall be the responsibility of the individual apartment owner to purchase liability insurance for protection against injuries sustained as a result of accidents which occur within the boundaries of the apartment.

(d) The proceeds of such insurance policies payable as a result of casualty losses to the condominium property shall be held by the condominium association or its delegate for the benefit of the apartment owners and first mortgagees at a ratio which reflects the amount of damage incurred by each apartment. The amount of damage incurred by each apartment shall be determined by the adjustment established by the insurance company. Said adjustment shall be made on a re-construction or replacement cost basis.

11. RECONSTRUCTION OR REPAIR OF CASUALTY DAMAGE -

(a) If any part of the common elements shall be damaged by casualty, the determination of whether or not to reconstruct or repair the same shall be made as follows:

1. Partial destruction which shall be defined as destruction which does not render 75 per cent or more of the apartments untenable shall be reconstructed or repaired unless this Declaration of Condominium shall be terminated by the termination of such reconstruction or repair, provided however, that the consent of the mortgagees is a condition precedent to the termination of reconstruction or repair.

2. Total destruction, which shall be defined as destruction which does render 75 per cent or more of the apartments untenable, shall not be reconstructed or repaired unless at a meeting of the association which shall be called within 90 days after the occurrence of the casualty, or within 30 days after the final adjustment of the insurance loss, whichever is later, the members of the association register their written consent in favor of reconstruction or repair. In the event that it is determined not to reconstruct or repair the condominium property, all of the members of the condominium association shall execute deeds in favor of a named trustee who shall then endeavor to sell the remaining property, the proceeds of which will be held in trust for the members of the association and their mortgagees, as their respective interests may appear. The proceeds of the casualty insurance shall also be held in trust by the named trustee for the benefit of the association members and their mortgagees, as their interests may appear.

3. Any such reconstruction or repair shall be substantially in accordance with the plans and specifications of the original condominium property.

(b) If casualty damage occurs entirely within the boundaries of an apartment, exclusive of common elements, the owner, or owners, of the apartment or apartments so damaged shall repair the same within 120 days of the casualty loss and shall bear the cost of such repair, provided, further, that in the event that the said apartment owner fails to so repair the premises, the association or its delegate may pay for the necessary repairs and assess the costs against the apartment owner, and the same shall be a lien against the apartment in the same manner as other assessments.

12. TAXES AND SPECIAL ASSESSMENTS -

(a) Real property taxes assessed against the condominium property shall be assessed and collected on the condominium parcels and not on the condominium property as a whole. For this purpose, the condominium parcel is defined as an apartment, together with the appurtenances thereto. Any taxes and special assessments upon the condominium property which are not assessed to the owner of a parcel shall be included in the budget of the association and shall be paid by the association as a common expense.

(b) The association shall make a return for ad valorem taxes in the name of the apartment owners. Such return shall show each apartment owner's share as set forth in Exhibit (B), Surveyor's Plan, or in the event the tax assessor assesses each apartment separately, then the share of each apartment shall be that which is set by the assessor, plus a common share of the tax assessed against the common elements, if any.

13. USE RESTRICTIONS - The condominium property shall be used only for single family residences. No nuisances shall be allowed upon the condominium property, nor any use or practice which is the source of an annoyance to residents or which interferes with the peaceful possession of the other apartment owners. Reasonable regulations concerning the use of the condominium property may be made and amended by the members of the association with the approval of the majority of the Association.

14. SALE - No apartment shall be sold unless the purchaser be first approved by the Association, or its delegate. Any sale attempted without said approval shall be null and void and of no effect. The Association or its delegate shall have fifteen days after receiving notice of the proposed sale to approve or disapprove the same. It is further provided that the Association shall have the option to purchase the subject apartment for and in behalf of the owners of other apartments within fifteen days after it has received written notice of the proposed sale upon the same terms and conditions of the proposed sale. Said written notice of the proposed sale shall contain all of the terms and conditions of the proposed sale. In the event that the Association fails to exercise the option to purchase within the fifteen-day period provided, then the owner of the apartment may consummate the proposed sale in accordance with the terms and conditions contained in the notice served upon the Association, whether or not the Association has expressly approved the proposed sale. No lease of any apartment shall be permitted, and the same is hereby prohibited.

15. COMPLIANCE AND DEFAULT - Each apartment owner shall be governed by and shall comply with the terms of the condominium documents as they now exist and may be amended from time to time. Failure to comply with the condominium documents shall entitle the association or other apartment owners to the following relief:

(a) Legal proceedings - Actions at law or equity may be brought against apartment owners for their failure to comply with the condominium documents. The action may be brought by the association or in a proper case by the aggrieved apartment owner. The prevailing party in such actions shall recover his costs and reasonable attorneys' fees as part of his judgment.

(b) Waiver - The failure of the association or any apartment owner to enforce any provision of the condominium documents shall not constitute a waiver of the right to do so thereafter.

16. AMENDMENT - The condominium documents may be amended in the following manner:

(a) Declaration of Condominium - Amendments to this Declaration of Condominium shall be proposed and adopted in the following manner:

1. Amendments to the Declaration of Condominium proposed by the members of the condominium association shall be adopted in the following manner:

(i) Notice - A written notice of the subject matter of the proposed amendment shall be served upon the apartment owners by United States Mail to the address which they have registered with the condominium association. Said notice shall be mailed at least fifteen days prior to the date of the meeting at which the proposed amendment is to be considered.

(ii) A resolution proposing the adoption of amendment to the Declaration must be approved by 90% of the members of the condominium association, provided that each apartment shall be entitled to one vote. The apartment owners who are unable to be present at the meeting at which the amendment is considered may register their approval or disapproval in writing.

2. Amendments to the Declaration of Condominium proposed by a management corporation, if the Association has a contract outstanding with the same, shall be adopted in the following manner:

(1) Notice - A written notice of the subject matter of the proposed amendment shall be served upon the apartment owners by United States Mail to the address which they have registered with the condominium association. Said notice shall be mailed at least fifteen days prior to the date of the meeting at which the proposed amendment is to be considered.

(ii) A resolution proposing the adoption of amendment to the declaration must be approved by 75% of the members of the condominium association, provided that each apartment shall be entitled to one vote. The apartment owners who are unable to be present at the meeting at which the amendment is considered may register their approval or disapproval in writing.

3. Recording - Upon the adoption of the amendment the association, through its officers, shall certify the amendment as having been duly adopted and shall cause the amendment to be recorded in the public records of Pinellas County, Florida, from which time it shall be effective.

(b) Association By-laws - The By-laws of the Association shall be amended in the following manner:

1. Notice of the subject matter of the proposed By-law change shall be in writing and served the same manner as provided for notice for the amendment to the Declaration of Condominium.

2. Approval of the Association - The amendment to the By-laws must receive the same approval of the Association as required in sub-paragraph (a) 1. (ii) and (a) 2. (ii) of this paragraph.

3. Recording - Upon the amendment of the By-laws, the Association, through its officers, shall certify the amendment as having been duly adopted and shall cause the amendment to be recorded in the public records of Pinellas County, Florida, from which time it shall be effective.

(c) Provide - Provided, however, that no amendment of the condominium document or of the By-laws of the Association shall discriminate against any apartment owner, or against any class or group of apartment owners, unless the owner or owners so affected shall give their written consent.

17. TERMINATION - The condominium form of ownership shall be terminated in the following manner:

(a) The termination of the condominium may be affected by the agreement of all apartment owners and all lienholders, which agreement shall be evidenced by an instrument executed in the manner required for the conveyance of land. The termination shall become effective when such agreements have been recorded in the public records of Pinellas County, Florida.

(b) Shares of apartment owners after termination - After termination of the condominium, the apartment owners shall own the apartment as tenants in common, and the holders of mortgages and liens upon the respective undivided shares of the apartment owner, such undivided shares shall be in accordance with the percentages shown on Exhibit "B". All funds held by the Association and insurance proceeds, if any, shall be and continue to be held in common for the benefit of the apartment owners, their mortgagees and lienors in proportion to the apartment owners' share in the condominium property. The cost incurred by the Association in connection with the termination shall be a common expense. Following the termination of the condominium ownership, the property may be partitioned and sold upon the application of any owner.

18. COVENANTS RUNNING WITH THE LAND - All of the provisions of the condominium document shall be construed to be covenants running with the land, and every apartment owner, his heirs, executors, administrators, successors and assigns shall be bound by all the provisions of this document.

19. MORTGAGE FORECLOSURE - In the event proceedings are instituted to foreclose any mortgage on any apartment, the Association on behalf of one or more apartment owners, shall have the right to redeem from the mortgages for the amount due thereon or to purchase such apartment at the foreclosure sale for the amount set forth to be due by the mortgagee in the foreclosure proceedings, and should the mortgagor fail to redeem from such mortgage, and in case of such redemption by the Association, the Association thus redeeming shall take and have absolute fee simple title to the property redeemed, free from any claim or right of any grantee, his heirs or assigns or such mortgagor, and every person claiming by, through or under such mortgagor. Nothing herein contained shall preclude a mortgage institution, banker, savings and loan association, insurance company or any other recognized lending institution from owning a mortgage on any apartment, and such lending institution shall have an unrestricted, absolute right to accept title to the apartment in settlement and satisfaction of said mortgage or to foreclose the mortgage in accordance with the terms thereof and the laws of the State of Florida and to bid upon said apartment at the foreclosure sale. If such default is not cured as aforesaid, and should the Association or any member thereof individually or collectively fail to purchase such mortgage, together with any costs incident thereto, from such mortgagee, or fail to redeem such mortgage, then and in that event the mortgagee taking title on such foreclosure sale or taking title in lieu of foreclosure sale, may acquire such apartment and occupy the same and sell and resell the same without complying with the restriction limiting the occupation of said property to persons approved by the Association. If the Association or any members as aforesaid, redeem such mortgage or cure such default, it shall have a lien against the apartment for all sums expended in connection therewith, and shall have the same rights to collect such sums as in the case of real estate judgments.

20. Powers of Association - The powers of the Association shall include and be governed by the following provisions:

(a) The Association shall have all the common law and statutory powers permitted and not prohibited to it by the laws of the State of Florida and of the United States, and which are not in conflict with the terms of the condominium documents.

(b) The Association's powers shall include but not be limited by the following:

1. To make and collect assessments against members to defray the costs of the condominium.
2. To use the proceeds of assessments in the exercise of its powers and duties.
3. The maintenance, repair, replacement and operation of the condominium property.
4. The reconstruction of improvements after casualty; and the further improvement of the property, when authorized.
5. To make and amend regulations respecting the use of the property in the condominium.
6. To enforce by legal means the provisions of the condominium documents, these Articles, the By-laws of the Association and the regulations for the use of the property in the condominium.
7. To contract for the management of the condominium and to delegate to such contractor all powers and duties of the Association.

21. RESIDENT AGENT - The Resident Agent of this Association to receive service of process is Sidney Colan, whose residence address is 3758 - 54th Avenue, North, St. Petersburg, Florida, 33709, and who may resign but who shall serve until his replacement has been designated by the Board of Governors and the name and residence address of the replacement agent are filed in the office of the Clerk of the Circuit Court in Pinellas County, Florida.

22. BOARD OF GOVERNORS - The Board of Governors of the condominium association which shall consist of not less than three nor more than seven governors, who may or may not be owners of the condominium property, shall be selected in accordance with the provisions of the condominium documents, and shall serve for a period of two years, provided that the first Board of Governors of the Condominium Association shall consist of the following three persons:

<u>NAME</u>	<u>ADDRESS</u>
John Gable	5962 - 48th Avenue, North Kenneth City, Florida, 33709
Douglas A. Rayment	11418 - 84th Avenue, North Largo, Florida
Wesley	4390 1/2 - 71st Street, North St. Petersburg, Florida

... shall serve for a period of two years or until their

successors are duly elected in accordance with the terms of condominium declaration. The Board of Governors of the association shall be vested with the power to enter into contracts as and on behalf of the condominium association.

23. GENERAL PROVISIONS - In the event that the Association shall avail itself of the privilege of delegating its managerial duties and authorities, as provided for in Paragraph 9. (a) of this declaration, then and in such event, in interpreting and construing this declaration, the word "Association" shall be interchangeable with and a substitute for the term "management corporation", as provided in said Paragraph 9. (a), where the context requires to be consistent with the provisions of any management contract.

Should any of the provisions of the declaration of the condominium of any of the covenants, conditions or restrictions, herein imposed be void or become unenforceable at law or in equity, the remaining provisions of declaration shall, nevertheless, be and remain in full force and effect.

The breach of any of the foregoing provisions, restrictions, or covenants shall not defeat or render invalid the lien of any mortgage or deed of trust made in good faith for value as to any portion of said property, but said provisions, conditions, restrictions, and covenants shall be binding upon and effective against any such mortgagee or trustee or owner thereof whose title thereto or whose grantor's title thereto is or was acquired by foreclosure, trustee's sale or otherwise.

THIS DECLARATION OF CONDOMINIUM and the attachments hereto made and entered this 19th day of July, 1967.

(CORPORATE SEAL)

KENNETH CORPORATION

(CORPORATE SEAL)

PAUL LAND CORPORATION

(CORPORATE SEAL)

JANET CORPORATION

(CORPORATE SEAL)

MODERN AMERICAN HOMES, INC.

President of the above-named corporations:

Sidney Colen
Sidney Colen

Secretary of the above-named corporations:

Georgia N. Haas
Georgia N. Haas

STATE OF FLORIDA
COUNTY OF PINELLAS

PERSONALLY appeared before me, the undersigned authority, SIDNEY COLEN and GEORGIA N. HAAS, respectively the President and Secretary of KENNETH CORPORATION, PAUL LAND CORPORATION, JANET CORPORATION and MODERN AMERICAN HOMES, INC., all Florida corporations, to me known to be the persons described in and who executed the foregoing instrument, and generally acknowledged the execution thereof to be their free act and deed, for the uses and purposes therein mentioned; and that they are the authorized officers of said corporations; and the said instrument is the act and deed of said corporations.

Witness my hand and official seal at St. Petersburg, in the County and State of Florida, this 19th day of July, 1967.

NOTARY PUBLIC

EXHIBIT "A"

BY-LAWS

OF

CLEARVIEW OAKS CONDOMINIUM ASSOCIATION

St. Petersburg, Florida

1. OFFICE - The office of the Association shall be at 5758 - 54th Avenue, North, St. Petersburg, Florida.

2. MEMBERS -

(a) The annual members' meeting shall be held at the office of the Association at 8:00 o'clock P.M., Eastern Standard Time, on the second Monday in February of each year for the purpose of electing governors and of transacting any other business authorized to be transacted by the members; provided, however, if that day is a legal holiday, the meeting shall be held at the same hour on the next succeeding day.

(b) A quorum at members' meetings shall consist of persons entitled to cast a majority of the votes of the entire membership. The joinder of a member in the action of a meeting by signing and concurring in the minutes thereof shall constitute the presence of such member for the purpose of determining a quorum.

(c) The vote of the owners of an apartment owned by more than one person or by a corporation or other entity shall be cast by the person named in a certificate signed by all of the owners of the apartment and filed with the Secretary of the Association. Such certificate shall be valid until revoked by a subsequent certificate. If such a certificate is not on file the vote of such owners shall not be considered in determining the requirements for a quorum nor for any other purpose.

3. BOARD OF GOVERNORS -

(a) Election of Governors shall be conducted in the following manner:

I. Members of the Board of Governors shall be elected by a majority of the votes cast at the annual meeting of the members of the Association. The Board of Governors shall consist of three persons who are residents of Pinellas County, Florida.

(b) A Quorum shall consist of the governors entitled to cast the majority of the votes of the entire Board.

4. POWERS AND DUTIES OF THE BOARD OF GOVERNORS - All of the powers and duties of the Association shall be exercised by the Board of Governors in accordance with the provisions of the condominium documents, provided, however, that the Association may delegate the power to manage the condominium property to such organization or corporation as it may see fit, in which event the Board of Governors shall be bound by the terms of the contract.

OFFICERS - The executive officers of the Association shall be -

Chairman, who shall serve as a member of the Board of Governors, a Vice-Chairman, and a Secretary-Treasurer, all of whom shall be elected by the general membership of the Association. A majority vote of the members is necessary for election.

6. AMENDMENTS - Amendments to the By-laws shall be proposed and adopted in accordance with the provisions of the condominium documents which provide for the amendment to the declaration of condominium. Such amendments to the By-laws shall become effective from and after the date of recording in the public records of Pinellas County, Florida.

7. SUSPENSION OF BY-LAWS - The provisions of these By-laws shall be operative only in the instances where the Association as specifically described and provided in the declaration of condominium is actually engaged in the management of the condominium property in a situation where there is no management contract in force wherein the Association has delegated its managerial powers.

EXHIBIT "B"

SURVEYOR'S PLANS

SHARES OF APARTMENT OWNERS IN
COMMON ELEMENTS, COMMON SURPLUS,
AND COMMON EXPENSES, SUBJECT,
HOWEVER, TO THE PROVISIONS OF
THE CONDOMINIUM DOCUMENTS

KENNETH CORPORATION

<u>FIRST FLOOR</u>	<u>SHARE</u>	<u>SECOND FLOOR</u>	<u>SHARE</u>	<u>THIRD FLOOR</u>	<u>SHARE</u>
Apartment 1812	1/72	Apartment 1912	1/72	Apartment 2012	1/72
Apartment 1814	1/72	Apartment 1914	1/72	Apartment 2014	1/72
Apartment 1816	1/72	Apartment 1916	1/72	Apartment 2016	1/72
Apartment 1818	1/72	Apartment 1918	1/72	Apartment 2018	1/72
Apartment 1820	1/72	Apartment 1920	1/72	Apartment 2020	1/72
Apartment 1822	1/72	Apartment 1922	1/72	Apartment 2022	1/72

PAUL LAND CORPORATION

<u>FIRST FLOOR</u>	<u>SHARE</u>	<u>SECOND FLOOR</u>	<u>SHARE</u>	<u>THIRD FLOOR</u>	<u>SHARE</u>
Apartment 1800	1/72	Apartment 1900	1/72	Apartment 2000	1/72
Apartment 1802	1/72	Apartment 1902	1/72	Apartment 2002	1/72
Apartment 1804	1/72	Apartment 1904	1/72	Apartment 2004	1/72
Apartment 1806	1/72	Apartment 1906	1/72	Apartment 2006	1/72
Apartment 1808	1/72	Apartment 1908	1/72	Apartment 2008	1/72
Apartment 1810	1/72	Apartment 1910	1/72	Apartment 2010	1/72

JANET CORPORATION

<u>FIRST FLOOR</u>	<u>SHARE</u>	<u>SECOND FLOOR</u>	<u>SHARE</u>	<u>THIRD FLOOR</u>	<u>SHARE</u>
Apartment 1813	1/72	Apartment 1913	1/72	Apartment 2013	1/72
Apartment 1815	1/72	Apartment 1915	1/72	Apartment 2015	1/72
Apartment 1817	1/72	Apartment 1917	1/72	Apartment 2017	1/72
Apartment 1819	1/72	Apartment 1919	1/72	Apartment 2019	1/72
Apartment 1821	1/72	Apartment 1921	1/72	Apartment 2021	1/72
Apartment 1823	1/72	Apartment 1923	1/72	Apartment 2023	1/72

MODERN AMERICAN HOMES, INC.

<u>FIRST FLOOR</u>	<u>SHARE</u>	<u>SECOND FLOOR</u>	<u>SHARE</u>	<u>THIRD FLOOR</u>	<u>SHARE</u>
Apartment 1801	1/72	Apartment 1901	1/72	Apartment 2001	1/72
Apartment 1803	1/72	Apartment 1903	1/72	Apartment 2003	1/72
Apartment 1805	1/72	Apartment 1905	1/72	Apartment 2005	1/72
Apartment 1807	1/72	Apartment 1907	1/72	Apartment 2007	1/72
Apartment 1809	1/72	Apartment 1909	1/72	Apartment 2009	1/72
Apartment 1811	1/72	Apartment 1911	1/72	Apartment 2011	1/72

EXHIBIT "B"

EXHIBIT "C"

RULES AND REGULATIONS

1. The sidewalks, entrances, passages, vestibules, stairways, corridors, parking areas and halls must not be obstructed or encumbered or used for any purpose other than ingress and egress to and from the premises.

2. No sign, advertisement, notice or other lettering shall be exhibited, inscribed, painted or affixed by any apartment owner on any part of the outside or inside of the demised premises or building without the prior written consent of the Association.

3. No apartment owner shall allow anything whatever to fall from the window or doors of the premises, nor shall sweep or throw from the premises any dirt or other substance into any of the corridors or halls, ventilators or elsewhere in the building or upon the grounds.

4. No garbage cans, supplies, milk bottles or other articles shall be placed in the halls or on the staircase landings, nor shall anything be hung from the windows, or balconies, or placed upon the window sills; neither shall any linens, cloths, clothing, curtains, rugs or mats be shaken or hung from any of the windows, doors or rails in the view of others. No fire exits shall be obstructed in any manner.

5. No apartment owner shall make or permit any disturbing noises in the building by himself, his family, servants, employees, agents, visitors and licensees, nor do or permit anything by such persons that will interfere with the rights, comforts or convenience of other apartment owners.

6. Any aerial erected on the roof or exterior walls of the building without the consent of the Association, in writing, is liable to removal without notice.

7. Children under the age of twelve years shall not be allowed to permanently reside on the condominium property.

8. Cats and dogs of small breed will be allowed. However, not more than one dog or one cat per apartment will be permitted. In the event of the death of the original pet, a replacement will not be permitted. Large breeds of dogs or other offensive pets will not be permitted to permanently reside on the condominium property.