

CONDOMINIUM PLAT PERTAINING HERETO IS RECORDED IN CONDOMINIUM
PLAT BOOK 123, PAGE 31-38, PUBLIC RECORDS OF PINELLAS COUNTY, FLORIDA

DECLARATION OF CONDOMINIUM
FOR
THE SHORES OF LONG BAYOU X,
A CONDOMINIUM

LONG BAYOU DEVELOPMENT, INC., a Florida corporation, for itself, its successors, grantees and assigns, being the holder of fee simple title to the real property described in Exhibit "A", attached hereto and made a part hereof, hereby states and declares that said property, together with and subject to those easements set forth on said Exhibit "A", is submitted to condominium ownership, pursuant to the requirements of Chapter 718 of the Florida Statutes (1997), hereinafter referred to as the Condominium Act, the provisions of which, existent at the time of recordation, are hereby incorporated by reference, and does hereby file for record this Declaration of Condominium.

All provisions, 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 in the Condominium Act, and shall be binding upon all Unit Owners, as hereinafter defined and their grantees, devisees or mortgagees, their heirs, personal representatives, successors and assigns; and all parties claiming by, through or under such persons agree to be bound by the provisions hereof and the Bylaws of the Condominium Association described below. Both the burdens imposed and the benefits granted shall run with each Unit of and interest in the Common Elements of the Condominium created hereby.

1. Name.

1.01 The name of the Condominium is: THE SHORES OF LONG BAYOU X, A CONDOMINIUM.

1.02 The name of the corporate entity responsible for the operation of the Condominium is SHORES OF LONG BAYOU X CONDOMINIUM ASSOCIATION, INC., a Florida corporation not for profit.

1.03 The name of the corporate entity which has undertaken certain responsibilities for the benefit of the Unit Owners of all condominiums within The Shores of Long Bayou Area, defined in Section 2 below, is THE SHORES OF LONG BAYOU HOMEOWNERS' ASSOCIATION, INC., a Florida corporation not for profit.

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2. Definitions.

The terms used in this Declaration of Condominium and in its Exhibits shall be defined in accordance with the provisions of Section 718.103 of the Florida Statutes (1997) and as follows unless the context otherwise requires:

2.01 "Assessment" - means a share of the funds required for the payment of Common Expenses, which from time to time is assessed against a Unit Owner.

2.02 "Association" or "Condominium Association" - means SHORES OF LONG BAYOU X CONDOMINIUM ASSOCIATION, INC., a Florida corporation not for profit.

2.03 "Board" - means the Board of Directors or other representative body responsible for the administration of the Association.

2.04 "Bylaws" - means the Bylaws of the Association for the government of the Condominium as they exist from time to time, which are attached hereto as Exhibit "C".

2.05 "Common Elements" - means the portions of the Condominium Property not included in the Units.

2.06 "Common Expenses" - means the expenses and reserves properly incurred by the Association for the Condominium.

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

2.08 "Condominium" - means THE SHORES OF LONG BAYOU X, A CONDOMINIUM.

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

2.10 "Condominium Property" - means the lands, leaseholds and personal property that are subjected to Condominium ownership, whether or not contiguous, and all improvements thereon and all easements and rights appurtenant thereto intended for use in connection with the Condominium.

2.11 "Declaration" - means this Declaration of Condominium, by which this Condominium is created, and such instrument as it is from time to time amended.

2.12 "Developer" - means LONG BAYOU DEVELOPMENT, INC., a Florida corporation, and its successors and assigns, provided there is an assignment of Developer's rights and/or obligations hereunder to such successor or assign. Developer may assign all or only a portion of such rights and/or obligations as to all or only a portion of the Condominium. In the event of any such partial assignment the assignee shall have only those rights

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and/or obligations specifically set forth in such assignment. Any such assignment may be made on a non-exclusive basis.

2.13 "Declaration of Covenants" - means the Declaration of Covenants, Conditions, Easements and Restrictions as to the Shores of Long Bayou Area, as amended from time to time, to be recorded in the Public Records of Pinellas County, Florida.

2.14 "Homeowners' Association" - means THE SHORES OF LONG BAYOU HOMEOWNERS' ASSOCIATION, INC., a Florida corporation not for profit.

2.15 "Limited Common Elements" - means those Common Elements which are reserved for the use of a certain Unit or Units to the exclusion of other Units, as more specifically described in Section 9 below.

2.16 "Mortgagee" - means a bank, savings and loan association, insurance company, mortgage company or other like entity holding a mortgage on the Condominium Property or any portion thereof or interest therein.

2.17 "Operation" or "Operation of the Condominium" - means the administration and management of the Condominium Property.

2.18 "Shores of Long Bayou Area" - means:

(a) That portion of the real property described in Exhibit "A" to the Declaration of Covenants and which is now and may hereafter be brought within the jurisdiction of the Homeowners' Association pursuant to the Declaration of Covenants;

(b) The real property comprising any condominium which may hereafter be brought within the jurisdiction of the Homeowners' Association pursuant to its Articles of Incorporation and Bylaws; and

(c) All real property owned by the Homeowners' Association.

2.19 "Special Assessment" - means any Assessment levied against Unit Owners by the Association other than the Assessment required by a budget adopted annually by the Association.

2.20 "Unit" - means a part of the Condominium Property which is to be subject to exclusive ownership, more specifically described in Section 6 below.

2.21 "Unit Owner" or "Owner" - means the owner of a Condominium Parcel.

2.22 "Utility" or "Utility Services" - means, as the case may be, electric power, gas, hot and cold water, heating, refrigeration, air conditioning, garbage and sewage disposal, and cable communications and television systems.

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

3. Description.

3.01 Developer does not plan to build any recreational areas or facilities to be owned as Common Elements by any or all Unit Owners of this Condominium only, and Developer has not committed to provide any personal property of the Condominium.

3.02 Time-share estates will not and may not be created with respect to any Units.

4. Survey and Description.

4.01 A plat of the Condominium Property, containing a survey of the land and a plot plan locating the improvements thereon and identifying each Unit and the Common Elements and their relative locations and approximate dimensions is attached hereto as Exhibit "A".

4.02 Developer reserves the right to itself or the Board to amend this Declaration in order to correct any legal description, survey, plot plan or other description of property described in Exhibit "A" which may be incorrect by reason of a scrivener's error or surveyor's error. Additionally, Developer or the Board may correct any legal description, survey, plot plan or other description of property described in Exhibit "A" in order to conform such legal description, survey, plot plan or other description to the as-built description of such property as it actually exists at the time of the amendment; provided, however, no change shall materially or adversely affect the property rights of Unit Owners unless affected Unit Owners consent in writing. Any amendment authorized by this subsection shall expressly describe the error being corrected, as well as include the corrected item. An amendment for such purposes need be signed and acknowledged only by Developer or the Board, as appropriate.

5. Condominium Parcels, Appurtenances, Possession and Enjoyment.

5.01 Each Condominium Parcel is a separate parcel of real property owned in fee simple or any other estate of real property recognized by law.

5.02 There shall pass with each Unit as appurtenances thereto, whether or not separately described:

(a) An undivided share in the Common Elements and Common Surplus.

(b) The exclusive right to use such portions of the Limited Common Elements as provided in Section 9 below.

(c) An exclusive easement for the use of the airspace occupied by the Unit as it exists at any particular time and as the Unit may lawfully be altered or reconstructed from time to time. An easement in airspace which is vacated shall be terminated automatically.

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(d) Membership in the Association, with the full voting rights appertaining thereto.

5.03 The Owner of a Unit is entitled to the exclusive possession of his Unit, subject to the Association's irrevocable right of access to each Unit during reasonable hours when necessary for the maintenance, repair or replacement of any Common Element or at any time for the making of emergency repairs necessary to prevent damage to the Common Elements, but no such use shall hinder or encroach upon the lawful rights of other Unit Owners or of other persons entitled to the use of the Common Elements by easement.

6. Units: Identification, Boundaries and Maintenance.

6.01 The identification of each Unit by number, so that no Unit bears the same designation as any other Unit, is set forth in Exhibit "A" attached hereto.

6.02 Except for portions of any building described as Common Elements below, each Unit shall include that part of the building containing said Unit as follows:

(a) The upper and lower (horizontal) boundaries of each Unit shall be the following boundaries extended to an intersection with perimetrical (vertical) boundaries:

(1) Upper Boundaries: The horizontal plane of the lower surface of the undecorated unfinished ceiling of each Unit.

(2) Lower Boundaries: The horizontal plane of the top surface of the undecorated unfinished floor of each Unit.

(b) The perimetrical boundaries of each Unit shall be (1) the vertical plane of the innermost unfinished surface of all walls bounding the Unit extended to intersections with each other and with the upper and lower boundaries, or (2) where applicable, the vertical plane of the outermost edge of the floor of the balcony, patio, or porch adjacent to the enclosed living area for each Unit.

(c) The Owner of each Unit shall not be deemed to own either the exterior walls of the building bounding the Unit, or the undecorated, unfinished surfaces of the floors and ceilings forming the upper and lower boundaries of his respective Unit. Also, each Unit Owner shall not be deemed to own pipes, wires, conduits, air passageways and ducts, other public utility lines or air conditioning equipment running through or adjacent to his Unit which are utilized for or serve more than one Unit or the Common Elements. Nevertheless, each Owner shall be deemed to own (1) the walls and partitions which are contained within his Unit, other than load-bearing walls, and (2) the inner decorated and/or finished surfaces of the perimeter walls, floors and ceilings, including plaster, paint, wallpaper, and so forth.

6.03 Each Unit Owner shall maintain, repair and replace at his expense all portions of his Unit including without

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limitation (1) all electrical, mechanical, plumbing, air conditioning, and utilities apparatus, equipment, pipes, conduits and other improvements, and (2) all portions of the balcony, patio, or porch area such as the screens, railing, and screen door.

7. Common Elements: Designation and Maintenance.

7.01 The term "Common Elements" includes within its meaning the following:

(a) All Condominium Property which is not included within the Units, including:

(1) The land on which the improvements are located and any other land included in the Condominium Property, whether or not contiguous,

(2) All improvements and parts thereof which are not included within the Units,

(3) Exterior steps, stoops, stairs and stairwells,

(4) All parking spaces and storage areas,

(5) Lighting fixtures utilized to illuminate the Common Elements, and

(6) All tangible personal property used by the Association for the maintenance and operation of the Condominium and for the common use and enjoyment of the Unit Owners;

(b) Easements through Units for conduits, ducts, plumbing, wiring, and other facilities for the furnishing of Utility Services to Units and the Common Elements;

(c) An easement of support in every portion of a Unit which contributes to the support of a building;

(d) The pipes, wires, conduits, cables, apparatus, air passageways, ducts, air conditioning equipment and other property and installations required for the furnishing of Utilities or other services to more than one Unit or to the Common Elements; provided, however, Developer reserves the use and ownership of all main utility lines and equipment, and all central television antenna, signal distribution wires, lines, and equipment that are located within the boundaries of this Condominium and the right to convey the same to the Association, Pinellas County, or other governmental authority or agency, any applicable utility company, or other person or legal entity as Developer may deem appropriate;

(e) A nonexclusive easement for ingress and egress over streets, walks and other rights-of-way serving the Units, as necessary to provide reasonable access to the public ways; and

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(f) Load-bearing walls which do not constitute a Unit boundary;

provided, however, certain portions of said Common Elements shall be designated as Limited Common Elements and be subject to rights and restrictions thereon as set forth at Section 9.

7.02 Except as otherwise provided herein, the Association shall be ultimately responsible for the maintenance, repair and replacement of the Common Elements including the Limited Common Elements. The Association may contract with the Homeowners' Association or some other individual or entity for maintenance and repair of all or a portion of the Common Elements.

7.03 Each Unit Owner shall be responsible for the maintenance, repair, and replacement of all doors, windows, window glass, screens, and associated hardware located in the walls bounding his Unit. Each Unit Owner to whom a garage has been assigned by Developer shall be responsible for maintaining same, including, but not limited to, the door for said garage.

8. Percentage Ownership of Common Elements.

In general, each Unit will have an equal share (1/30) in the ownership of the Common Elements.

9. Limited Common Elements.

The Limited Common Elements appurtenant to a Unit shall be the following:

(a) Doors, Windows and Screens. As applicable, all doors (including garage doors), windows and screens serving a Unit that are located outside the boundaries of the Unit shall be Limited Common Elements, reserved for the exclusive use of the Unit;

(b) Parking Spaces and/or Garages. All parking spaces and/or garages assigned by Developer to Unit Owners shall be Limited Common Elements reserved for the exclusive use of the Unit Owners to whom they were respectively assigned;

(c) Designated on Condominium Plat. Those portions of the Common Elements, if any, designated as Limited Common Elements on the Condominium Plat of the Condominium; and

(d) Maintenance Items. Those portions of the Common Elements, if any, which are required by this Declaration to be maintained by the Unit Owners as described in Section 6.03.

The right of a Unit Owner to use any Limited Common Element as described herein shall be an appurtenance to the Unit and shall be encumbered or conveyed as an appurtenance to the Unit without necessity of specific reference thereto. Such right may not be separately conveyed, assigned, or encumbered except as an appurtenance to the Unit. Such use right shall also run in favor

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of the Unit Owner's family, guests, invitees, tenants, agents, servants and employees.

10. Limitation Upon Improvement of Common Elements.

10.01 There shall be no material alterations or substantial additions to the Common Elements or Limited Common Elements, except as otherwise permitted by this Declaration or an amendment to this Declaration.

10.02 Neither a Unit Owner nor the Association shall paint or otherwise decorate or change the appearance of any portion of any building (including any balcony, patio, or porch) not within the interior solid walls of a Unit, unless prior written consent has been obtained from the Board of Directors of the Homeowners' Association or unless such alteration is in compliance with guidelines authorized by said Board of Directors. This subsection shall not be construed to require approval for the placing of appropriate furnishings within any Unit. Notwithstanding the above, Developer shall have the right to make decorative alterations to the exterior appearance of the Condominium building(s).

10.03 Except as otherwise provided herein, no Unit Owner shall do anything within his Unit or on the Common Elements which would adversely affect the safety or soundness of the Common Elements, or impair any easement. No Unit Owner shall do any of the following without prior written consent of the Board: paint, block-up, or otherwise change any exterior wall, door, window, screen, patio, screened terrace, balcony, or any exterior surface or improvement; tint, color, or otherwise treat or apply anything to any window which would adversely affect the uniform exterior appearance of the building in the opinion of the Board; plant any planting outside of a Unit; erect any exterior lights or signs; or place any signs or symbols in windows or on any balcony or exterior surface.

11. Maintenance.

Responsibility for maintenance and repair of any Unit, the Common Elements and the Limited Common Elements shall be as provided in Sections 6 and 7 and elsewhere in this Declaration.

12. Acquisition of Land or Recreational Facilities.

The Association has the power to purchase land and to acquire leaseholds, memberships, and other possessory or use interests in lands or facilities such as country clubs, golf courses, marinas, and other recreational facilities. The Association has this power, whether or not the lands or facilities are contiguous to the lands of the Condominium, if they are intended to provide enjoyment, recreation, or other use or benefit to the Unit Owners. The Association may not acquire or enter into agreements acquiring these leaseholds, memberships, or other possessory or use interests except as authorized by a majority of all Voting Representatives, and may not purchase land except as authorized by two-thirds (2/3) of all Voting Representatives. The purchase price, rental, membership fees, operations, replacements and other expenses are Common Expenses. Covenants and restrictions

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concerning their use may be imposed in the same manner as covenants and restrictions on the Common Elements.

13. **Easements.**

13.01 Each of the following easements is expressly granted or reserved through the Condominium Property for the limited purposes set forth herein and subject to all the terms and conditions of this Declaration, and such easements shall survive the termination of the Condominium:

(a) **Ingress and Egress:** A nonexclusive easement for the use and benefit of the Owners and occupants of any Unit and their guests and invitees shall exist for pedestrian traffic over, through and across sidewalks, paths, walks, halls, lobbies, elevators, if any, and other portions of the Common Elements as may be from time to time intended and designated for such purpose and use; and for vehicular and pedestrian traffic over, through, and across such portions of the Common Elements as may from time to time be paved and intended for such purposes, and which easement alone or together with other recorded easements granted by Developer shall provide reasonable access to the public ways. Nothing herein shall be construed to give or create in any person the right to park upon any portion of the Condominium Property except to the extent that the space or spaces may be specifically designated and assigned for parking purposes.

(b) **Maintenance:** A nonexclusive easement is hereby created in favor of the Association and the Homeowners' Association on, over, under and across the Common and Limited Common Elements for maintenance purposes in order to adequately maintain such areas.

(c) **Encroachments:** In the event that any Unit shall encroach upon any of the Common Elements or any other Unit as described in the recorded graphic description of such Unit for any reason, other than the intentional act of the Unit Owner, then an exclusive easement shall exist to the extent of such encroachment so long as the same shall continue. In the event that any Common Element shall encroach upon any Unit as described in the recorded graphic description of such Unit, then a nonexclusive easement shall exist to the extent of such encroachment so long as the same shall continue.

(d) **Utilities:** A nonexclusive easement is hereby created for the entrance upon, construction, maintenance and operation of Utility Services to adequately serve the Condominium Property and the Shores of Long Bayou Area, including, but not limited to, a private storm sewer and drainage line system and the installation of communication services (including but not limited to cable television and radio) and such other equipment throughout the Condominium Property, it being expressly agreed that Developer or the utility company making the entry shall restore the property as nearly as practicable to the condition which existed prior to commencement of construction of such Utility, provided, however, easements herein reserved which necessitate entry through a Unit shall only be according to the plans and

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specifications for the building containing the Unit or as the building is actually constructed, unless otherwise approved in writing by the Unit Owner.

In the event any Unit, Limited Common Element or other Common Element encroaches upon any Utility easement either granted or reserved hereby, such encroachment shall entitle the Owner or Owners of such encroaching property and their Mortgagees, if any, to an automatic nonexclusive easement on said Utility easement for as long as such encroachment shall continue.

(e) Developer: Until such time as Developer has completed all of the contemplated improvements and sold all of the residential units existing or proposed within the Shores of Long Bayou Area, nonexclusive easements are hereby reserved and shall exist over, under, through and across the Condominium Property as may be required by Developer for the completion of the contemplated improvements, and the marketing and sale of said residential units, including, but not limited to (1) easements for the installation, construction, repair, maintenance and replacement of lines, pipes, wells, drains, cables, equipment, apparatus, structures, roads, driveways, and other improvements or projects or public utility services of all kinds which serve the Shores of Long Bayou Area, including, without limitation, water, sewer, drainage, irrigation, fire protection, electricity, telephone, cable television, and trash disposal, and (2) pedestrian, vehicular and equipment ingress, egress, and parking for the purpose of obtaining access to the Condominium Property, to properties adjacent thereto, and to any other properties in the Shores of Long Bayou Area, and for all other purposes associated with development, marketing and sale of the Shores of Long Bayou Area, together with the right to construct, maintain, and repair roads, walkways, parking areas and other improvements for the use and enjoyment of said easements. Neither the Unit Owners nor the Association, nor their use of the Condominium Property shall interfere in any way with such completion and sale. Developer shall have the right to grant easements under, over, across and through the Condominium to such persons or entities and for such purposes related to its development, construction, marketing, and sale of the Shores of Long Bayou Area as the Developer may deem appropriate. No joinder by Owners, the Association or Mortgagees shall be required. The rights of Developer created in this subsection shall also run in favor of Developer's successors, assigns, guests, invitees, agents, servants and employees.

(f) Other Unit Owners: A nonexclusive easement for the use and benefit of the owners of any condominium unit located within the Shores of Long Bayou Area shall exist for pedestrian traffic over, through and across sidewalks, paths and walks and other portions of the Common Elements as may be from time to time intended and designated for such purpose and use; and for vehicular and pedestrian traffic over, through and across such portions of the Common Elements as may from time to time be paved and intended for such purposes, for ingress and egress to and from those certain facilities, located within the Shores of Long Bayou Area, for

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which such individuals are granted use rights in the Declaration of Covenants and which are more specifically described therein.

(g) Support: Each Unit and Common Element shall have an easement for lateral and subjacent support from every other Unit and Common Element.

13.02 Developer and the Association have the authority, without the joinder of any Unit Owner or Mortgagee, to grant, terminate, modify or move any easement if the easement constitutes part of or crosses the Common Elements. This subsection does not authorize Developer or the Association to modify or move or vacate any easement created in whole or in part for the use or benefit of anyone other than Unit Owners or those individuals described in Subsection 13.01(f) above, or crossing the property of anyone other than the Unit Owners, without the consent or approval of those others having the use or benefit of the easement as required by law or the instrument creating the easement. Until Developer has completed all of the improvements and sold all residential units existing or proposed within the Shores of Long Bayou Area, any exercise by the Association of its rights set forth in this subsection shall be subject to approval by Developer.

14. Common Expenses and Common Surplus:

14.01 Common Expenses shall include the costs of carrying out the powers and duties of the Association, and any other expenses designated as Common Expenses by this Declaration and the Bylaws, including but not limited to, the following:

(a) the costs of Operation, maintenance, repair, and replacement of the Common Elements, except as otherwise provided herein;

(b) the costs of fire, flood, and other property and liability insurance;

(c) the costs of management of the Condominium and administrative costs of the Association, including professional fees and expenses;

(d) the costs of electricity and other Utilities which are not metered separately to the individual Units;

(e) the costs of installation of additions, alterations or improvements, or additional lands, leaseholds or other possessory or use rights in lands or facilities purchased as part of the Common Elements for the benefit of all members of the Association;

(f) the costs of any taxes assessed or levied against the Association;

(g) the costs of damage to the Condominium Property in excess of the Association's insurance coverage; and

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(h) all other costs and expenses that may be duly incurred by the Association through its Board from time to time in the Operation of the Condominium Property or in the carrying out of its duties and responsibilities as provided by the Condominium Act, this Declaration, the Articles of Incorporation of the Association or the Bylaws.

14.02 The percentages of sharing Common Expenses and owning Common Surplus shall be the same as the undivided share owned by each Unit Owner in the Common Elements as set forth in Section 8 hereinabove.

14.03 Funds for the payment of Common Expenses shall be collected by Assessments against Unit Owners as provided below and in the Bylaws.

15. Annual Assessments of the Association and of the Homeowners' Association.

15.01 The Board or Unit Owners shall approve an annual budget, which budget shall project anticipated expenses in sufficient detail to show estimates for taxes, insurance, present operating and maintenance expenses, and reserve accounts for future expenditures. In addition, the Board shall have the power to levy Special Assessments against the Unit Owners in proportion to each Unit's share of the Common Expenses, if necessary to cover expenditures which may be incurred during the accounting year.

15.02 The estimated annual assessment by the Homeowners' Association chargeable to each Unit Owner shall be disclosed on the Association's annual budget for informational purposes, but shall not be included therein as an expense of the Association. Unless the Homeowners' Association elects to collect its assessment directly from the Unit Owners, such assessment shall be added to the Assessment of the Association and both assessments shall be made against Unit Owners as a single sum. All monies so collected shall be applied first to satisfy the indebtedness owed to the Homeowners' Association, and then to satisfy the indebtedness owed to the Association.

16. Liabilities, Lien and Priority, Interest, and Collections Relating to the Assessments of the Association and the Homeowners' Association.

16.01 The liability of a Unit Owner for Common Expenses shall be limited to the amount for which he is assessed from time to time in accordance with this Declaration and the Bylaws. The Unit Owner shall also be liable for a share of the expenses of the Homeowners' Association as set forth in the Declaration of Covenants.

16.02 All Assessments and installments thereon not paid when due shall bear interest from the date when due until paid at the maximum contract rate of interest permitted by Florida law or, if no such maximum contract rate is applicable, at the rate of eighteen percent (18%) per annum. In addition, for any Assessments and installments thereof not paid on or before ten (10) days from the date when due, the Association shall have the right and power to levy late charges against the Unit Owner, in such amounts as determined by the Association from time to time

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(but in any event not to exceed the greater of Twenty-Five Dollars (\$25.00) or five percent (5%) of such delinquent Assessment or installment thereof). Notwithstanding the above, the Association may waive payment of interest, or late charges, or acceleration or any combination of these on determination that said waiver is in its best interest.

16.03 The Association shall have a right to have a lien on each Condominium Parcel for any unpaid Assessments and installments thereof, with interest thereon, until paid. The lien shall also secure any legal costs incurred as set forth below. Any such lien shall be effective after the time of the recording in the Public Records of Pinellas County, Florida of a claim of lien stating the description of the Condominium Parcel, the name of the record Owner, the amounts due and the due dates, and the name and address of the Association. The lien shall continue in effect until all sums secured by it have been fully paid, except that no lien shall continue for a period longer than one (1) year after the claim of lien has been recorded, unless within that time an action to enforce the lien is commenced in a court of competent jurisdiction. The claim of lien shall secure all unpaid Assessments, or portions thereof, interest, costs and attorneys' fees which are due and which may accrue subsequent to the recording of the claim of lien and prior to entry of a final judgment of foreclosure. Such claims of lien shall be signed and verified by an officer or agent of the Association and shall then be entitled to be recorded. Upon full payment, the party making payment shall be entitled to a recordable satisfaction of the lien. All such liens shall be subordinate to any lien recorded prior to the time of recording of the claim of lien, including the lien of a Mortgagee.

The Association may bring an action in its name to foreclose such lien in the manner a mortgage on real property is foreclosed, as more fully set forth in the Condominium Act, and may also bring an action to recover a money judgment for the unpaid Assessments, with interest and late charges thereon, without waiving any claim of lien. Under either action, the defendant shall pay the costs of recording the claim of lien and all court costs, including, but not limited to, filing and service of process fees, and reasonable attorneys' fees incurred by the Association and incident to the collection of such Assessment or enforcement of such lien, including legal services rendered prior to any litigation, during trial, upon any appeal, post-judgment and bankruptcy proceedings.

16.04 The Association shall have the right to bid on the Condominium Parcel at any sale, applying as a cash credit against its bid all sums due the Association covered by the lien being enforced, and to acquire and hold, lease, mortgage and convey the same. If the Association becomes the owner of a Condominium Parcel by reason of foreclosure, it shall offer such Condominium Parcel for sale and at such time as a sale is consummated, it shall deduct from such proceeds any and all expenses incurred in the resale of the Condominium Parcel, which shall include, but not be limited to advertising expenses, real estate brokerage fees, and expenses necessary for the repairing and refurbishing of the Unit in question. All moneys remaining after deducting the foregoing items of expense shall be returned to the former Owner of the Condominium Parcel in question. If the

Unit Owner remains in possession of the Unit and the claim of lien is foreclosed, the court, in its discretion, may require the Unit Owner to pay a reasonable rental for the Unit, and the Association shall be entitled to the appointment of a receiver to collect the rent.

16.05 When a Mortgagee of a first mortgage of record, or other purchaser of a Unit, obtains title to the Condominium Parcel by a purchase at the public sale resulting from such first Mortgagee's foreclosure judgment in a foreclosure suit in which the Association has been properly named as a defendant junior lienholder, or when a first Mortgagee of record accepts a deed to said Condominium Parcel in lieu of foreclosure, such acquirer of title and its successors and assigns shall be liable for the share of Common Expenses, any Assessment or any assessment by the Homeowners' Association pertaining to such Condominium Parcel or chargeable to the former Unit Owner of such Condominium Parcel which became due prior to acquisition of title as a result of the foreclosure, or acceptance of such deed in lieu of foreclosure, to the extent provided in the Condominium Act. Any such unpaid share of Common Expenses, Assessments or Homeowners' Association assessments shall be deemed to be common expenses of the association which has levied the assessments or share of Common Expenses which is unpaid, and shall be collectible from all of the members of such association, including such acquirer, its successors and assigns. A first Mortgagee acquiring title to a Condominium Parcel as a result of foreclosure, or a deed in lieu of foreclosure, may not, during the period of its ownership of such parcel, whether or not such parcel is unoccupied, be excused from the payment of some or all of such assessments coming due during the period of such ownership.

16.06 By acceptance of a deed thereto, every Owner of any Unit shall be deemed to acknowledge conclusively that the obligations evidenced by assessments provided for in this Declaration are superior in dignity to any homestead rights which said Unit Owner may now or in the future claim with regard to the Unit.

16.07 A Unit Owner shall be liable for the expense of any maintenance, repair or replacement rendered necessary by his act or omission, neglect or carelessness or by that of any member of his family, his lessees, or his or their guests, invitees, employees, or agents, but only to the extent that such expense is not met by the proceeds of insurance carried by the Association.

Any expense incurred by the Association for maintenance, repair or replacement as described in the first sentence of this subsection shall be paid by such Unit Owner or the person responsible for it, no later than ten (10) days after demand therefor by the Association.

17. Sales, Rental, Lease or Transfer.

17.01 In the event any Unit Owner wishes to sell, transfer, rent or lease his Unit, whether or not for compensation, the Association shall have the right to receive notice of and approve or deny said sale, transfer, rental or lease. Prior to closing or other transfer of title whenever a Unit is to be sold or transferred and prior to occupancy whenever a Unit is to be rented or leased or otherwise occupied in the Owner's absence, the

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Unit Owner shall provide to the Association such information as the Association shall request, which may include the following: (1) the expected date of such transfer of title or occupancy, (2) the name, address and business telephone number of each prospective legal owner and occupant, (3) the name and address of the mortgagee of the Unit, if any, (4) a copy of the lease, and (5) any other information the Association may request to maintain accurate and complete records. It is the responsibility of the Unit Owner to provide the prospective buyer or lessee with a copy of this section and a copy of the Rules and Regulations of the Association prior to the signing of a sales contract or lease.

17.02 Within ten (10) days after receiving such information as it requires, the Association shall provide written approval or denial to the Unit Owner and to the prospective transferee or occupant, as appropriate. This notice shall be in proper recordable form, signed by any officer of the Association before two witnesses and acknowledged by said officer before a Notary Public. A notice of denial shall designate the reason or reasons for denial. The requirement of prior approval from the Association is intended as a means for the Association to have accurate records of the persons occupying any Condominium Unit and to enable the Association to discharge its duties and responsibilities to the occupants, Unit Owners, and the Mortgagees. No person shall be denied approval for reasons which are unconstitutional or in violation of any Federal, State or local laws. Any attempt to sell, transfer, rent or lease said Unit without prior approval of the Association shall be deemed a breach of this Declaration, shall be wholly null and void, and shall confer no title or interest whatsoever upon any purchaser, tenant or lessee; provided, however, any deed or lease may be validated by subsequent approval of the Association and approval of a subsequent sale, transfer, rental or lease shall validate such prior transaction. Should the Board fail to act within the time stated above the Board shall, nevertheless, thereafter prepare and deliver its written approval in the required proper recordable form, and no conveyance of title or interest whatsoever shall be deemed valid without such consent of the Board. The Unit Owner shall notify the Board in the event the sale, transfer, lease or

rental to a third party which has been approved is not ultimately consummated.

17.03 The sub-leasing or sub-renting of a Unit shall be subject to the same limitations as are applicable to the leasing or renting thereof.

17.04 The Association shall have the right to require that a substantially uniform form of lease, or sub-lease, be used or, in the alternative, Board approval of the lease or sub-lease form to be used shall be required. After approval, as herein set forth, an entire Unit may be rented, provided the occupancy is only by the lessee, his family, servants and guests. For purposes of this document, a lessee's family unit shall be defined as "one (1) to four (4) persons related by blood, marriage or adoption, or no more than two (2) unrelated persons living together as a single housekeeping unit." No individual rooms may be rented, and no units may be rented to a corporation, trust, partnership or other business entity for the general use by persons designated by such entities. No Unit Owner shall rent or lease his Unit for a period of less than three (3) months. If any Unit Owner violates this Section, the Association shall be permitted to take every legal remedy available to prevent such violation, and the Unit Owner in violation of this Section shall pay all costs and attorneys' fees that the Association may incur as a result of this litigation, including services rendered in any appellate action. All tenants will be required to abide by this Declaration, the Declaration of Covenants, the articles of incorporation and the bylaws of the Association and Homeowners' Association, and the rules and regulations of the Association and Homeowners' Association.

17.05 A preset fee of up to \$100.00 may be charged by the Association in connection with any transfer, sale, lease, sublease or approval thereof. The amount of said fee shall be determined by the Board from time to time.

17.06 Anything in this Section to the contrary notwithstanding, should any Condominium Parcel at any time become subject to an institutional first mortgage, the holder thereof, upon becoming the Owner of said Condominium Parcel through foreclosure, deed in lieu of foreclosure, or other means, shall have the unqualified right to obtain title, sell, lease or otherwise transfer said Unit, including the fee ownership thereof, without prior approval by the Board. Notice of said transfer is required in order to maintain accurate Association records. Such transferee shall be subject to the provisions of this Article in the same manner as any other Unit Owner.

17.07 The Association may require a security deposit not greater than the equivalent of one (1) month's rent from any lessee of the Unit prior to their occupancy. The amount of said security deposit shall be determined by the Board from time to time. These security deposits are for the purpose of providing partial security to the Association for any damage to the Common Elements and common areas of the Condominium caused by a lessee including, but not limited to, any damage caused in conjunction with the moving of furniture and furnishings in and out of the Unit.

18. The Association.

18.01 The operation of the Condominium shall be performed by the Association. The Association, through its members or its Board, may adopt, revoke and amend reasonable rules and regulations pertaining to the use, maintenance and conservation of Condominium Property, and for the health, comfort, safety and welfare of the Owners and occupants of the Units. The Association may enter into a management agreement providing for a manager whose duties and salary shall be prescribed by the Board. The Association may also enter into a maintenance agreement providing for the maintenance, repair and upkeep of all or any portion of the Common Elements.

18.02 The Articles of Incorporation of the Association were filed in the office of the Secretary of State of the State of Florida. A copy of the Articles of Incorporation of the Association is attached hereto as Exhibit "B".

18.03 A copy of the Bylaws adopted by the Board which shall be utilized to govern the management and Operation of the Association is attached hereto as Exhibit "C".

19. The Homeowners' Association.

19.01 The Homeowners' Association is a Florida corporation not for profit which has organized for the purpose of, among other things, providing an entity with the following responsibilities:

(a) To assist the condominium associations within the Shores of Long Bayou Area to promote the health, safety and general welfare of the residents and owners of condominium units within said area pursuant to the Declaration of Covenants; and

(b) To improve, maintain and preserve certain property within the Shores of Long Bayou Area pursuant to the Declaration of Covenants as the same from time to time may be amended, as is more particularly described therein.

19.02 Each Unit Owner shall be liable to the Homeowners' Association for a share of its common expenses attributable to construction, improvement, maintenance and repair of the Shores of Long Bayou Area, as well as the general and administrative expenses of the Homeowners' Association, as set forth in the Declaration of Covenants.

19.03 The Homeowners' Association has the power and authority to control the overall appearance of the Shores of Long Bayou Area. No change may be made in the exterior appearance, landscape design or other similar matters concerning certain common areas, without the approval of the Homeowners' Association.

19.04 The Homeowners' Association has the power to enforce the covenants and restrictions that are applicable to the Shores of Long Bayou Area and that have been made a part of the Public Records of Pinellas County, Florida.

19.05 The Homeowners' Association has the authority to adopt such rules and regulations as it deems necessary for the control of the overall appearance of the Shores of Long Bayou Area and for the proper use and enjoyment of the common maintenance areas within the Shores of Long Bayou Area by the Unit Owners and the unit owners of other condominiums who are entitled to use said common maintenance areas.

20. Membership in the Association and the Homeowners' Association.

Each Unit Owner shall become a member of the Association and the Homeowners' Association pursuant to the respective bylaws of each association. Except as otherwise provided in any applicable document, the Owner (or all Owners collectively if there is more than one Owner) of each Condominium Parcel shall be entitled to one vote on each matter brought before the membership of either association, which vote shall be cast by the Voting Representative pursuant to the respective bylaws of each association.

21. Maintenance Agreement.

In the event that the Association enters into a maintenance agreement for the maintenance of the Condominium, each Unit Owner, his heirs, successors and assigns, shall be bound by such agreement to the same extent and effect as if he had executed any such agreement for the purposes therein expressed, including, but not limited to: adopting, ratifying and confirming the execution thereof by the Association; covenanting to perform each of the undertakings to be performed by Owners as provided for thereunder; and agreeing that the persons acting as directors and officers of the Association entering into such agreement have not breached any of their duties or obligations to the Association.

22. Transfer of Association Control.

22.01 Developer shall have full rights and authority to appoint and to remove or replace from time to time, any or all members of the Board subject to the following:

(a) When Unit Owners, other than Developer, own fifteen percent (15%) or more of the Units that will be operated ultimately by the Association, the Unit Owners, other than Developer, shall be entitled to elect not fewer than one-third (1/3) of the Association's directors.

(b) Unit Owners, other than Developer, shall be entitled to elect not fewer than a majority of the Association's directors:

(1) three (3) years after fifty percent (50%) of the Units that will be operated ultimately by the Association have been conveyed to purchasers;

(2) three (3) months after ninety percent (90%) of the Units that will be operated ultimately by the Association have been conveyed to purchasers;

(3) when all of the Units that will be operated ultimately by the Association have been completed, some of them have been conveyed to purchasers, and none of the others are being offered for sale by Developer in the ordinary course of business;

(4) when some of the Units have been conveyed to purchasers and none of the others are being constructed or offered for sale by Developer in the ordinary course of business; or

(5) seven (7) years after recordation of this Declaration; whichever occurs first.

(c) Notwithstanding anything herein to the contrary, Developer shall be entitled to elect at least one (1) director so long as Developer holds for sale in the ordinary course of business at least five percent (5%) of the Units.

(d) At any date earlier than the date for the mandatory transfer of control of the Association as delineated above, Developer, at its option, shall have the right to call an Association meeting to transfer the control of the Association to the Unit Owners, who shall be obligated then to accept such control.

22.02 If Developer holds Units for sale in the ordinary course of business, none of the following actions may be taken without approval in writing by Developer:

(a) Assessment of Developer as a Unit Owner for capital improvements.

(b) Any action by the Association that would be detrimental to the sales of Units by Developer; however, an increase in Assessments for Common Expenses without discrimination against Developer shall not be deemed to be detrimental to the sales of Units.

22.03 The qualifications for becoming and remaining a director of the Association are as follows:

(a) Any director elected prior to the transfer of control of the Association from the Developer to the Unit Owners need not be a member of the Association.

(b) Every director elected at the transfer of control of the Association from Developer to the unit Owners or at any time thereafter must be a member of the Association or a Voting Representative (as defined in the Bylaws of the Association), except that no director entitled to be appointed by Developer need be a member of the Association nor a Voting Representative.

(c) Directors must be persons who are legally competent to contract.

(d) Directors must comply with all requirements established by the Condominium Act.

23. Termination of Condominium.

23.01 The Condominium may be terminated and the Condominium Property may be removed from the provisions of the Condominium Act by the consent of all the Voting Representatives, evidenced by an instrument to that effect, duly recorded, and upon the written consent of all of the first Mortgagees of all of the Condominium Parcels.

Additionally, in accordance with the provisions of the Bylaws, the Unit Owners may vote to terminate the Condominium in the event a common casualty results in "substantial damage", in which case the Condominium Property shall be removed from the provisions of the Condominium Act.

23.02 Upon removal of the Condominium Property from the provisions of the Condominium Act, the former Condominium Property shall be owned in common by the Unit Owners, each Owner owning the undivided percentage of the former Condominium Property which is the same as his undivided interest in the Common Elements. All liens shall be transferred to the undivided share in the former Condominium Property attributable to the Unit originally encumbered by the lien in their same relative priorities.

24. Rights of Developer.

24.01 Developer hereby guarantees the Assessments set forth below for the period beginning with the date of recordation of this Declaration and ending with the earlier of the occurrence of the following: (1) ~~three~~ (3) years from the date of recordation of this Declaration, (2) turnover of control of the Association by the Developer to the Unit Owners, or (3) failure of a majority of the Unit Owners to waive reserves in accordance with Section 718.112, Florida Statutes. During said period Developer agrees to pay any amount of Common Expenses incurred which is in excess of the Assessments receivable from other Unit Owners at the applicable guaranteed level. In consideration for this guaranty, Developer will be excused from the payment of its share of the Common Expenses with respect to any Unit owned by it during said guaranty period, as provided by Section 718.116, Florida Statutes. During any such guaranty period Assessments for the Unit Owners shall be guaranteed at the following levels: (a) for calendar year 2000, Assessments will not exceed \$186.50 per Unit per month; (b) for calendar year 2001, Assessments will not exceed \$214.48 per Unit per month; and for the calendar year 2002, Assessments will not exceed \$246.65 per Unit per month.

24.02 At the time of recording this Declaration, construction of all of the Units and improvements has not been completed. Developer reserves all rights and easements necessary or desirable, with respect to the Condominium Property, to complete such construction and to effect the sale or lease of all of the Units. As long as Developer holds units in any condominium in the Shores of Long Bayou Area for sale in the ordinary course of business, Developer shall have the right to exhibit such signs

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and sales paraphernalia as may be desirable to effect such sales and may use one (1) or more of the Units and the Common Elements for offices, models, and other uses appropriate for the promotion of sales and for the development and management of property in the Shores of Long Bayou Area.

25. Amendment of Declaration.

25.01 The power to modify or amend this Declaration may be exercised by the Board and the members of the Association if notice of the proposed change is given in the notice of the meetings of the Board and the Association at which the vote upon the proposed amendment is to be taken. An amendment may be proposed either by the Board or by not fewer than twenty percent (20%) of the Voting Representatives. Unless otherwise provided herein, the resolution adopting a proposed amendment must bear the approval either (a) of not fewer than a majority of the Board and two-thirds (2/3) of all Voting Representatives of the Association, or (b) not fewer than seventy percent (70%) of all Voting Representatives of the Association.

25.02 Alternatively, unless otherwise provided herein, the Declaration may be modified or amended without a meeting, without prior notice and without a vote, if a consent in writing, setting forth the modification or amendment, shall be signed by seventy percent (70%) of all Voting Representatives of the Association.

25.03 An amendment, other than amendments made by Developer, shall be evidenced by a certificate of the Association which shall include the recording data identifying the Declaration and shall be executed by the proper officers of the Association in the form required for the execution of a deed. Amendments by Developer must be evidenced in writing, but a certificate of the Association is not required. Any amendment shall be effective when properly recorded in the Public Records of Pinellas County, Florida.

25.04 If it appears that through a scrivener's error any word has been misspelled; or any reference to any document or the Florida Statutes or any portion thereof is incorrect; or some error or omission has been made; or a Unit has not been designated as owning an appropriate undivided share of the Common Elements or does not bear an appropriate share of the Common Expenses; or that all of the Common Expenses or interest in Common Surplus or all of the Common Elements have not been distributed in this Declaration such that the sum total of the shares of Common Elements which have been distributed or the sum total of shares of the Common Expenses or ownership of the Common Surplus fails to equal one hundred percent (100%), or if more than one hundred percent (100%) of Common Elements or Common Expenses or ownership of the Common Surplus shall have been distributed, the error may be corrected by filing an amendment to this Declaration approved by the Board or by a majority of the Voting Representatives.

25.05 No amendment of this Declaration shall be valid if it impairs or prejudices the rights or priorities of Developer or the Homeowners' Association without the specific written approval of the Developer and/or the Homeowners' Association, as applicable.

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26. Miscellaneous.

26.01 If any provision of this Declaration, the Articles of Incorporation of the Association, the Bylaws, or any article, section, subsection, paragraph, sentence, clause, phrase, or word thereof, or the application thereof in any circumstance, is held invalid, the validity of the remainder of such instruments or of the application of any such provision, article, section, sub-section, paragraph, sentence, clause, phrase or word in other circumstances shall not be affected thereby.

26.02 All exhibits referred to herein shall be attached hereto and by any such reference be incorporated herein and made a part hereof.

26.03 Whenever the context so requires, the use of any gender shall be deemed to include all genders, the use of the plural shall include the singular and the singular shall include the plural. The provisions of this Declaration shall be liberally construed to effectuate its purposes of creating a uniform plan for the Operation of the Condominium in accordance with the laws made and provided for the same.

26.04 This Declaration and all exhibits hereto shall be binding upon and inure to the benefit of each Unit Owner, his heirs, personal representatives, successors, assigns and grantees and any and all persons claiming by, through or under any Unit Owner.

26.05 Service of process upon the Association may be had by serving any officer of the Association or by serving the agent designated for the service of process. Service of process upon the Association shall not constitute service of process upon any Unit Owner.

26.06 The provisions of this Declaration are to be amplified by the Articles of Incorporation of the Association and the Bylaws; provided, however, that no such amplification shall substantially alter or amend any of the rights or obligations of the Unit Owners set forth herein. In the event of any conflict between this Declaration and the Articles of Incorporation of the Association or the Bylaws, this Declaration shall control.

26.07 The Board shall be responsible for interpreting the provisions of this Declaration and of any of the exhibits attached hereto. Such interpretation shall be binding upon all parties unless wholly unreasonable. An opinion of counsel that any interpretation adopted by the Board is not unreasonable shall conclusively establish the validity of such interpretation.

IN WITNESS WHEREOF, the authorized officer of LONG BAYOU DEVELOPMENT, INC., a Florida corporation, has hereunto set her

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hand and seal on this, the 11 day of July,
~~2000~~

Signed, sealed and delivered
in the presence of:

Karen Henley
Jin Hwang

LONG BAYOU DEVELOPMENT, INC.,
a Florida corporation

By: Melinda Hall
MELINDA HALL, President

(CORPORATE SEAL)

STATE OF FLORIDA
COUNTY OF PINELLAS

The foregoing instrument was acknowledged before me this
11 day of July, ~~2000~~, by MELINDA HALL,
President of LONG BAYOU DEVELOPMENT, INC., a Florida corporation,
on behalf of the corporation. She is personally known to me or
has produced _____ as identification.



Karen Henley
MY COMMISSION # 00660220 EXPIRES
June 30, 2001
BONDED THROUGH TRU FARM INSURANCE, INC.

Karen Henley
(Signature of Notary)

KAREN HENLEY
(Name of notary, printed or stamped)

Notary Public

(Serial Number, if any)

JOINDER OF ASSOCIATION

SHORES OF LONG BAYOU X CONDOMINIUM ASSOCIATION, INC., a Florida corporation not for profit, hereby joins in and consents to the foregoing Declaration of Condominium and hereby agrees to the provisions thereof and the obligations imposed upon the corporation therein.

IN WITNESS WHEREOF, the corporation has caused this joinder to be executed in its name by its duly authorized officer and caused its corporate seal to be hereunto affixed this 11 day of July, 2000.

Signed, sealed and delivered in the presence of:

SHORES OF LONG BAYOU X CONDOMINIUM ASSOCIATION, INC.

Karen Henley

By:

Melinda Hall
MELINDA HALL, President

(CORPORATE SEAL)

Justin Straig

STATE OF FLORIDA
COUNTY OF PINELLAS

The foregoing instrument was acknowledged before me this 11 day of July, 2000, by MELINDA HALL, as President of SHORES OF LONG BAYOU X CONDOMINIUM ASSOCIATION, INC., a Florida corporation, on behalf of the corporation. She is personally known to me or has produced _____ as identification.



Karen Henley
MY COMMISSION # CC690220 EXPIRES
June 30, 2001
BONDED THRU TROY FAHN INSURANCE, INC.

Karen Henley
(Signature of Notary)

(Name of notary, printed or stamped)

Notary Public

(Serial Number, if any)

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SEMINOLE, FL 33772

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FAX: (727) 393-5410

CONSENT OF MORTGAGEE

KNOW ALL MEN BY THESE PRESENTS that the undersigned, the owner and holder of a mortgage lien encumbering all or a portion of the condominium property of THE SHORES OF LONG BAYOU X, A CONDOMINIUM, hereby consents to the Declaration of Condominium for THE SHORES OF LONG BAYOU X, A CONDOMINIUM.

IN WITNESS WHEREOF, this Consent of Mortgagee has been executed the 30 day of November, 1999.

Witnesses:

REPUBLIC BANK,
a Florida banking corporation

Melanie L. Wetzell
Melanie L. Wetzell
Glenda Koscielniak
Glenda Koscielniak

By: [Signature]
Its Vice Pres.

STATE OF FLORIDA
COUNTY OF PINELLAS

The foregoing instrument was acknowledged before me this 30 day of November, 1999 by Susan L. Martin, as Vice President of REPUBLIC BANK, a Florida banking corporation, on behalf of the corporation. He/she is personally known to me or has produced [Signature] known as identification.

Betty L. Slack
(Signature of Notary)
(Name of notary, printed or stamped)

Betty L. Slack Notary Public
MY COMMISSION # CC035102 EXPIRES
April 11, 2001 (Serial Number, if any)
ISSUED THROUGH TROY FARM INSURANCE, INC

condos\lngbayou\declarat.10

THE SHORES OF LONG BAYOU X, A CONDOMINIUM
 SECTION 35, TOWNSHIP 30 SOUTH RANGE 15 EAST, PINELLAS COUNTY, FLORIDA

LEGAL DESCRIPTION OF CONDOMINIUM

LEGAL DESCRIPTION OF INGRESS-EGRESS EASEMENTS
 (SHORES OF LONG BAYOU X)

CONDOMINIUM BOOK

PAGE

TOGETHER WITH AN EXISTING INGRESS-EGRESS EASEMENT AS RECORDED IN OFFICIAL RECORDS BOOK 9996, PAGE 1309, PUBLIC RECORDS OF PINELLAS COUNTY, FLORIDA

TOGETHER WITH THE THE FOLLOWING:

INGRESS-EGRESS EASEMENT - THE SHORES OF LONG BAYOU X, A CONDOMINIUM
 DESCRIPTION:

A PORTION OF THE NORTHWEST 1/4 OF SECTION 35, TOWNSHIP 30 SOUTH, RANGE 15 EAST, PINELLAS COUNTY, FLORIDA AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE SOUTHWEST CORNER OF THE NORTHWEST 1/4 (WEST 1/4 CORNER) OF SAID SECTION 35; THENCE N 01°56'40" W, ALONG THE WEST LINE OF SAID SECTION 35, A DISTANCE OF 316.21 FEET; THENCE N 89°19'32" E, ALONG THE NORTH LINE, AND THE WEST LINE, EXTENSION/THEORETICAL PRODUCTION OF AN INGRESS/EGRESS RECORDS OF SAID COUNTY, HETFIELD RECORDS BOOK 8714, PAGE 322, PUBLIC RECORDS OF SAID COUNTY, TO THE RIGHT, CONCAVE TO THE SOUTH, RADIUS 2551.48 FEET, CENTRAL ANGLE 601°42'00"; ARC LENGTH 78.62 FEET; THENCE S 69°28'28" E, 51.88 FEET; THENCE S 01°01'32" W, 9.00 FEET; THENCE S 51°38'41" E, 150.66 FEET; TO A POINT OF CURVATURE; THENCE ALONG THE ARC OF A CURVATURE, RADIUS 102.00 FEET, CENTRAL ANGLE 025°08'16"; ARC LENGTH 9.10 FEET; TO A POINT OF CURVATURE; THENCE ALONG THE ARC OF A CURVE TO THE NORTHWEST, RADIUS 100.00 FEET, CENTRAL ANGLE 045°41'45"; ARC LENGTH 79.75 FEET; CHORD BEARING N 07°07'41" E, 72.65 FEET; TO A POINT OF CURVATURE; THENCE ALONG THE ARC OF A CURVE TO THE LEFT, CONCAVE TO THE SOUTH, RADIUS 100.00 FEET, CENTRAL ANGLE 042°22'25" E, 30.65 FEET; TO A POINT OF CURVATURE; THENCE ALONG THE ARC OF A CURVE TO THE LEFT, CONCAVE TO THE NORTHWEST, RADIUS 30.00 FEET, CENTRAL ANGLE 090°00'00"; ARC LENGTH 42.42 FEET; CHORD BEARING N 42°30'01" E, 42.42 FEET; TO A POINT OF TANGENCY; THENCE N 10°39'21" W, 54.21 FEET; TO A POINT OF TANGENCY; THENCE S 18°28'42" W, 240.47 FEET; THENCE S 71°31'19" W, 30.45 FEET TO THE POINT OF BEGINNING; THENCE THE FOLLOWING EIGHTEEN (18) COURSES:

- 1) ALONG THE ARC OF A CURVE TO THE RIGHT, CONCAVE TO THE NORTHWEST, RADIUS 127.89 FEET, CHORD BEARING N 10°39'21" W, 54.21 FEET; TO A POINT OF TANGENCY; THENCE S 18°28'42" W, 240.47 FEET; THENCE S 71°31'19" W, 30.45 FEET TO THE POINT OF BEGINNING; THENCE THE FOLLOWING TWENTY THREE (23) COURSES:
- 1) S 76°32'29" W, 28.93 FEET; 2) S 83°16'16" W, 24.17 FEET; 3) S 70°32'41" W, 15.32 FEET; 4) N 33°27'19" W, 69.00 FEET; 5) S 13°27'22" E, 47.00 FEET; 6) N 76°32'38" E, 3.83 FEET; 7) S 13°27'22" E, 16.12 FEET; 8) S 76°32'38" E, 7.83 FEET; 9) S 13°27'22" E, 50.33 FEET; 10) S 76°32'38" E, 8.83 FEET; 11) S 13°27'22" E, 16.00 FEET; 12) S 76°32'38" E, 19.00 FEET; 13) S 13°27'22" E, 18.00 FEET; 14) S 76°32'38" E, 11.17 FEET; 15) S 13°27'22" E, 27.50 FEET; 16) S 76°32'38" E, 3.83 FEET; 17) S 13°27'22" E, 27.50 FEET; 18) S 76°32'38" E, 3.83 FEET;

CONTAINING 0.4287 ACRES, MORE OR LESS.

INGRESS-EGRESS EASEMENT - THE SHORES OF LONG BAYOU X, A CONDOMINIUM
 DESCRIPTION:

A PORTION OF THE NORTHWEST 1/4 OF SECTION 35, TOWNSHIP 30 SOUTH, RANGE 15 EAST, PINELLAS COUNTY, FLORIDA AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

- 1) ALONG THE ARC OF A CURVE TO THE LEFT, CONCAVE TO THE WEST, RADIUS 127.89 FEET, CHORD BEARING N 10°39'21" W, 54.21 FEET; TO A POINT OF TANGENCY; THENCE S 18°28'42" W, 240.47 FEET; THENCE S 71°31'19" W, 30.45 FEET TO THE POINT OF BEGINNING; THENCE THE FOLLOWING TWENTY THREE (23) COURSES:
- 1) S 76°32'29" W, 28.93 FEET; 2) S 83°16'16" W, 24.17 FEET; 3) S 70°32'41" W, 15.32 FEET; 4) N 33°27'19" W, 69.00 FEET; 5) S 13°27'22" E, 47.00 FEET; 6) N 76°32'38" E, 3.83 FEET; 7) S 13°27'22" E, 16.12 FEET; 8) S 76°32'38" E, 7.83 FEET; 9) S 13°27'22" E, 50.33 FEET; 10) S 76°32'38" E, 8.83 FEET; 11) S 13°27'22" E, 16.00 FEET; 12) S 76°32'38" E, 19.00 FEET; 13) S 13°27'22" E, 18.00 FEET; 14) S 76°32'38" E, 11.17 FEET; 15) S 13°27'22" E, 27.50 FEET; 16) S 76°32'38" E, 3.83 FEET; 17) S 13°27'22" E, 27.50 FEET; 18) S 76°32'38" E, 3.83 FEET;

CONTAINING 0.4287 ACRES, MORE OR LESS.

1) WILLIAM R. DE LONG, THE UNDERSIGNED REGISTERED SURVEYOR AND MAPPER, AUTHORIZED TO PRACTICE IN THE STATE OF FLORIDA, IN COMPLIANCE WITH SECTION 100.04 (1) (b) OF THE STATUTES (1989), DO HEREBY CERTIFY THAT THE CONDOMINIUM PLAN AND THE INGRESS/EGRESS EASEMENT PLAN, HEREBY FILED FOR PUBLIC RECORD, THROUGHOUT IS SUBSTANTIALLY COMPLETE, SO THAT THE LANDS DESCRIBED HEREIN, SUBJECT TO THE PROVISIONS OF THE DECLARATION RELATING TO SEPARATION OF SURVEY DESCRIBING THE DIMENSIONS OF THE COMMON ELEMENTS AND THE LOCATION AND DIMENSIONS OF THE COMMON ELEMENTS AND OF EACH UNIT CAN BE DETERMINED FROM SAID MATERIALS, AND THAT ALL PLANNED IMPROVEMENTS, INCLUDING, BUT NOT LIMITED TO, UTILITIES SERVING THIS CONDOMINIUM AND ACCESS TO EACH UNIT, CAN BE DETERMINED FROM SAID MATERIALS.

DATE: 7-6-00

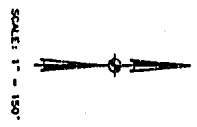
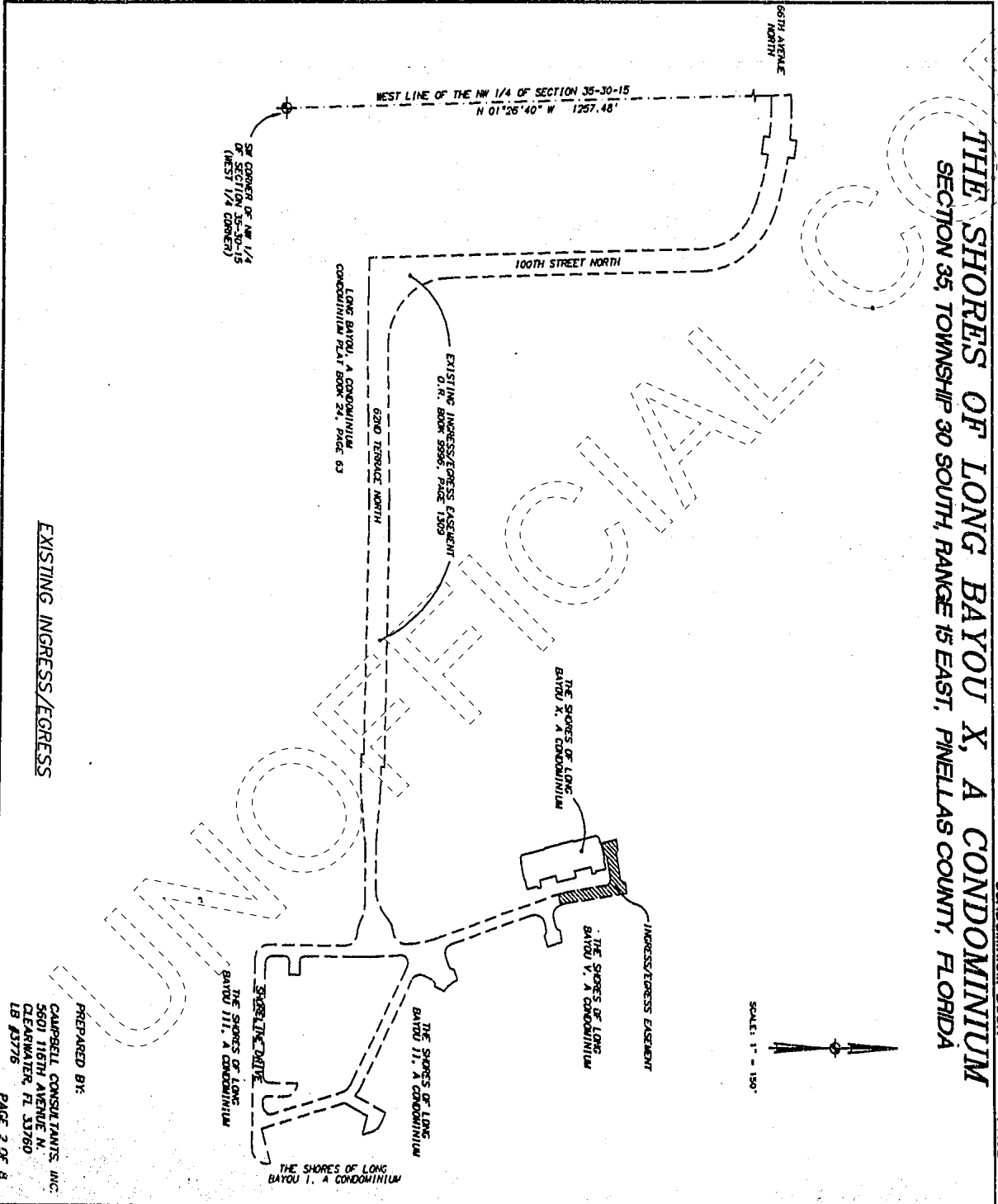
William R. De Long
 WILLIAM R. DE LONG, SURVEYOR AND MAPPER
 10000 W. BAYVIEW BLVD., SUITE 100
 PENSACOLA, FLORIDA 32506

PREPARED BY:
 CAMPBELL CONSULTANTS, INC.
 5601 116TH AVENUE N.
 CLEARWATER, FL 33760
 LB #3376

PAGE 1 OF 8

PLOTTED: 06/17/00 - LONG8102.DWG

CONDOMINIUM BOOK PAGE
THE SHORES OF LONG BAYOU X, A CONDOMINIUM
SECTION 35, TOWNSHIP 30 SOUTH, RANGE 15 EAST, PINELLAS COUNTY, FLORIDA



EXISTING INGRESS/EGRESS

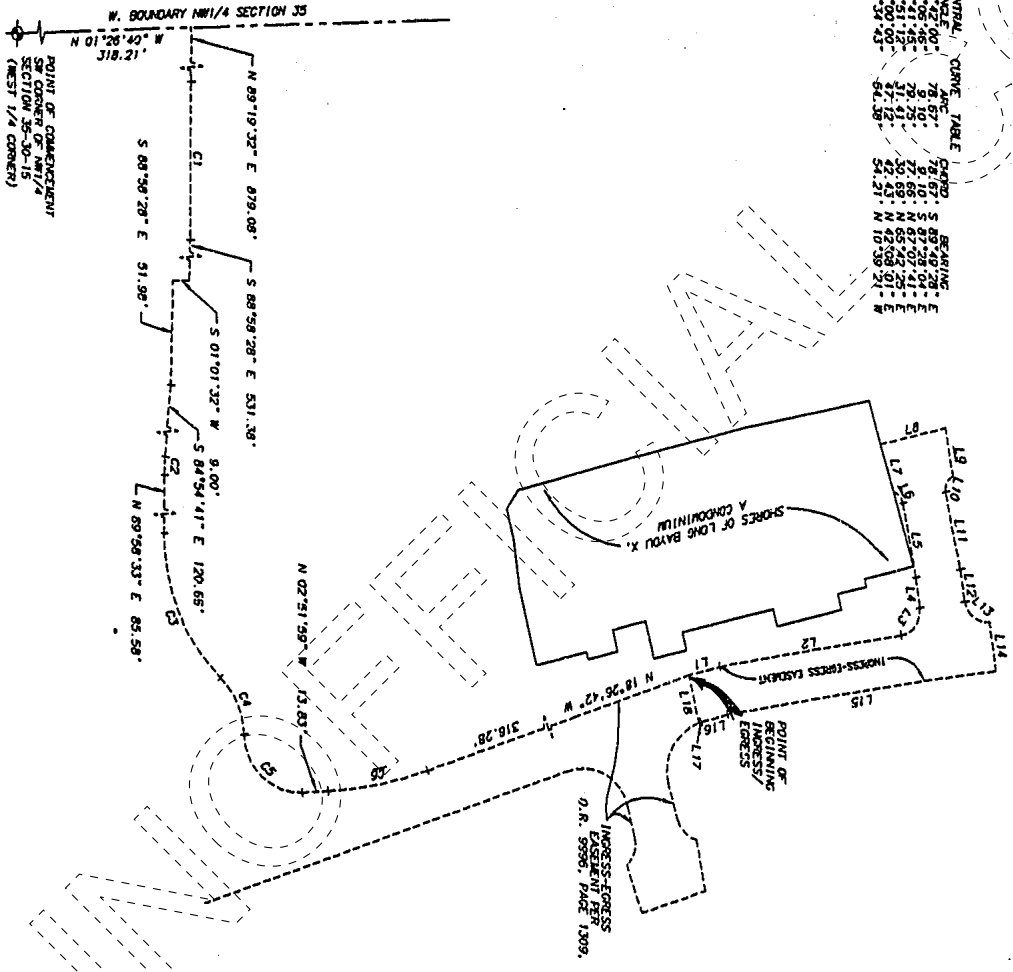
PREPARED BY:
CARPANEL CONSULTANTS, INC.
5601 116TH AVENUE N.
CLEARWATER, FL 33760
LB #3776 PAGE 2 OF 8

PLOTTED: 04/17/00 - LGH28103.DWG

THE SHORES OF LONG BAYOU X, A CONDOMINIUM
SECTION 35, TOWNSHIP 30 SOUTH, RANGE 15 EAST, PINELLAS COUNTY, FLORIDA

CENTRAL CLAMP TABLE

RAVINE	ANGLE	CLAMP	BEARING
200.00'	89°19'32"	8	S 89°28'28" E 531.38'
100.00'	01°01'32"	9	S 01°01'32" W 8.00'
50.00'	84°24'41"	10	S 84°24'41" E 120.65'
200.00'	02°21'59"	11	N 02°21'59" W 13.03'
100.00'	18°26'42"	12	N 18°26'42" W 316.28'
50.00'	07°58'33"	13	N 07°58'33" E 85.58'
200.00'	01°26'40"	14	N 01°26'40" W 318.21'



NOTE:
1. NUMBER REFERS TO CORRESPONDING CROSS NUMBER FROM PLAT LEGAL (SEE SHEET 1 FOR LEGAL DESCRIPTION)

SCALE:
1" = 40'
BEARING AND DISTANCE OF WEST BOUNDARY OF NW 1/4 SECTION 35, BEING N 01°26'40" W

PREPARED BY:
CLAIBELL CONSULTANTS, INC.
5601 116TH AVENUE N.
CLEARWATER, FL 33760
LB #3176 PAGE 3 OF 8

PLOTTED: 06/17/00 - LONGR104.DWG

THE SHORES OF LONG BAYOU X, A CONDOMINIUM
SECTION 35, TOWNSHIP 30 SOUTH, RANGE 15 EAST, PINELLAS COUNTY, FLORIDA

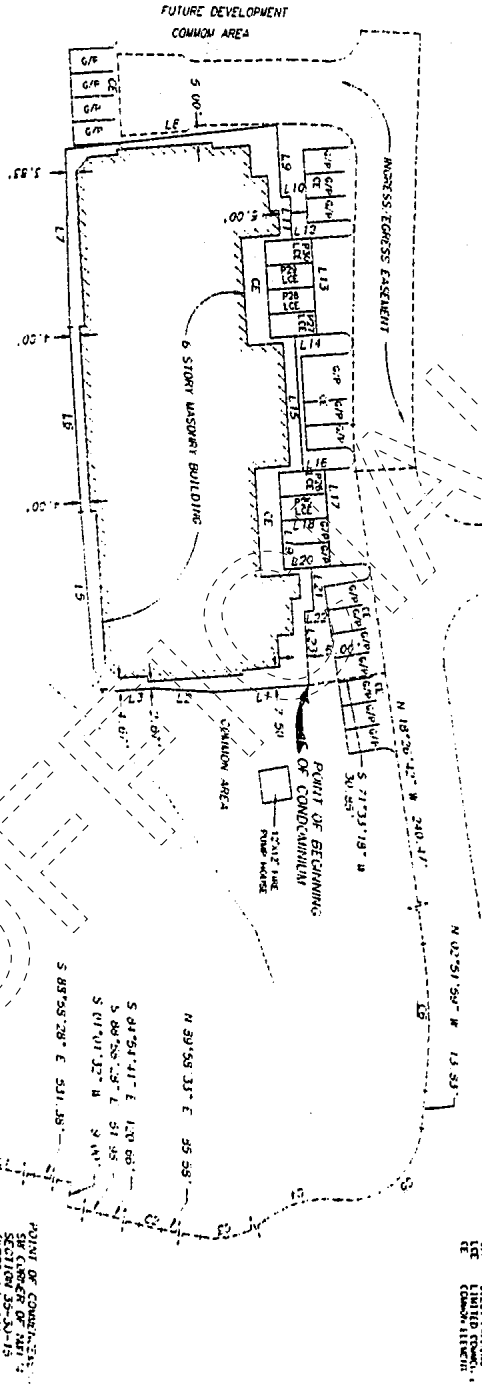
CONDOMINIUM BOOK PAGE:

NOTE:
1. NUMBER REFERS TO CONDO UNIT NUMBER.
2. CONDO NUMBER IS FOUND IN LEG. A.
3. DESCRIPTION IS FOUND IN LEG. A.
4. LEGAL DESCRIPTION IS FOUND IN LEG. A.

CURVE TABLE

STATION	CHORD	ARC	CHORD BEARING
C1	2591.49	01°42'00"	78.67°
C2	102.00	05°05'45"	79.10°
C3	42.00	02°51'12"	31.41°
C4	30.00	02°00'00"	31.73°
C5	250.00	15°34'43"	34.38°
C6			34.27°

SCALE: 1" = 30'
BEARING BASED ON WEST BOUNDARY OF SECTION 35, T. 30 S., R. 15 E., N. 01°55'40" W.



- NOTES:
1. ALL ELEVATIONS REFER TO THE NATIONAL GEODETIC VERTICAL DATUM OF 1983.
 2. MEASUREMENTS WERE OBTAINED FROM THE 1981 LOCAL ADJUSTED DATUM OF 1981.
 3. SET FLOOR PLAN SHEETS FOR COMMON AND LIMITED COMMON ELEMENTS.
 4. BUILDING DIMENSIONS ARE TO THE OUTSIDE FACE OF BUILDINGS.
 5. COULDED PAVING SPACES ARE LIMITED PER TYPICAL PER.

BUILDING ELEVATIONS

FLOOR	FLOOR ELEVATION	CEILING ELEVATION
GROUND FLOOR	7.36	17.47
FIRST FLOOR	18.11	28.22
SECOND FLOOR	27.46	36.16
THIRD FLOOR	36.83	45.48
FOURTH FLOOR	46.15	54.80
FIFTH FLOOR	55.47	64.10

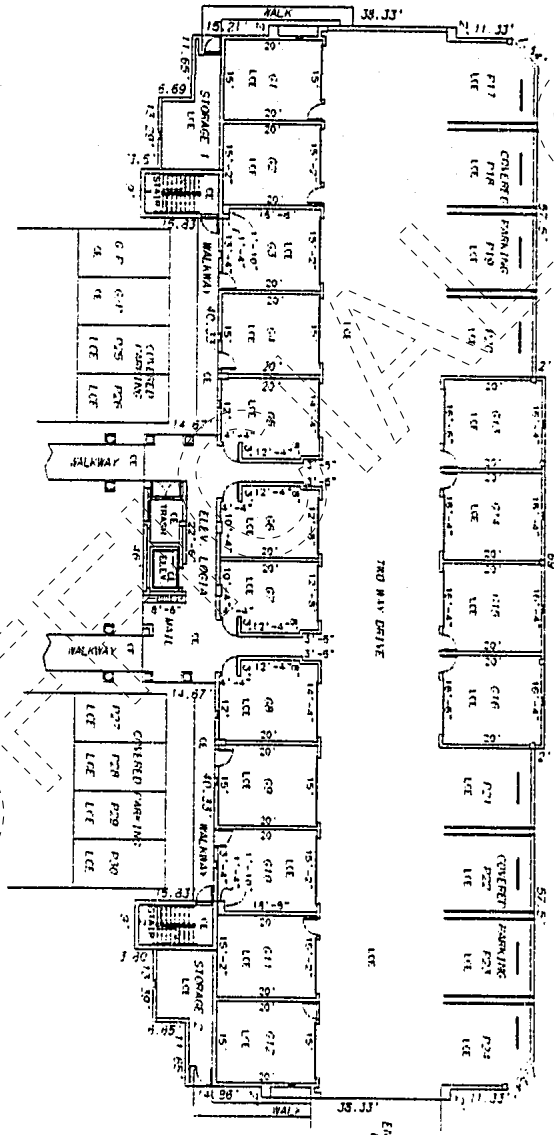
PREPARED BY:
CAMPELL CONSULTANTS
5801 116TH AVENUE S.E.
CLEARWATER, FL 33615
15 #1776

THE SHORES OF LONG BAYOU X, A CONDOMINIUM
SECTION 35, TOWNSHIP 30 SOUTH, RANGE 15 EAST, PINELLAS COUNTY, FLORIDA

RESERVED

CONDOMINIUM BOOK

PAGE



- NOTES:
1. THE REPRESENTATIVE OF THE UNIT'S ARE THE APARTMENT, STAIRS, OR THE SERVICE WALKS, FLOORS AND CEILING, OR WATER APPLICABLE TO THE UNIT'S FROM THE BOUNDARY OF THE FLOOR OF THE FLOOR ABOVE TO THE FLOOR BELOW.
 2. THE PLAN, AS SHOWN HEREIN, IS A REPRESENTATION OF A VERTICAL FLOOR PLAN FOR THE UNIT'S AS SHOWN HEREIN.
 3. FOR DETAILED EXPLANATION OF COMMON AND LIMITED COMMON ELEMENTS REFER TO THE RECORDATION OF COOPERATIVE.
 4. GARAGE UNITS LABELED AS "HARBOR CO", COOPERATIVE PARKING SPACES ARE LIMITED TO THE HARBOR CO.
 5. THE DIMENSIONS OF INDIVIDUAL UNITS AS SHOWN HEREIN ARE NOT TO SCALE.
- THE UNITS WHICH MAY OCCUR EXACT CONSTRUCTION AND FINISHING:

UNIT, LIMITED COMMON ELEMENT
LIE, ELEVATOR
CORRIDOR
COMMON ELEMENT
GUEST PARKING

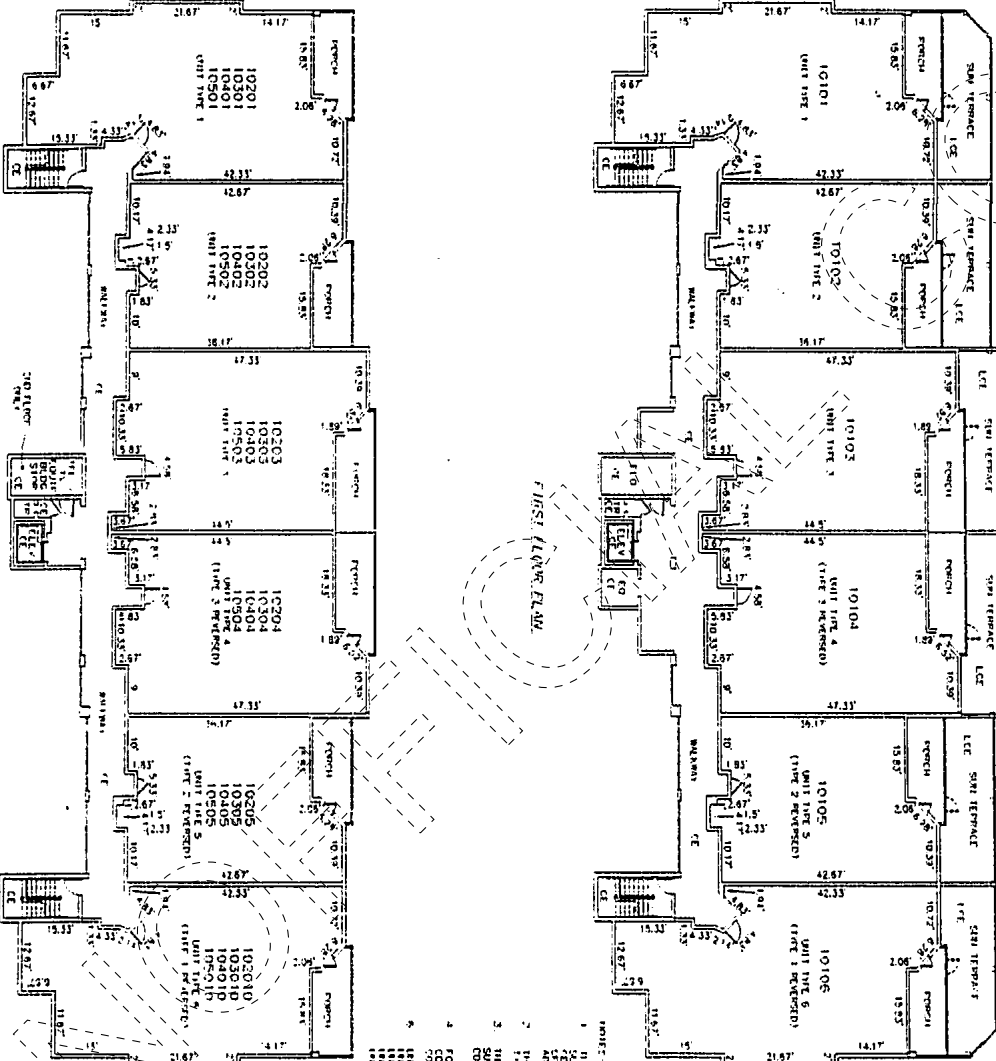
ENGINEER AND GARAGE PLAN AT GROUND LEVEL

CARROLL CONSULTANTS, INC.
5601 NORTH AVENUE N.
CLEARWATER, FL 33760
PAGE 5 OF 8

THE SHORES OF LONG BAYOU X, A CONDOMINIUM
SECTION 35, TOWNSHIP 30 SOUTH, RANGE 15 EAST, PINELLAS COUNTY, FLORIDA

CONDOMINIUM BOOK PAGE

PLOTTED: 06/11/09 - LONGBIUM DAY



FIRST THROUGH FIFTH FLOOR PLAN

SECOND THROUGH FIFTH FLOOR PLAN

- 1 THE REPRESENTATIVE OF THE UNIT AND THE INTERESTED PARTIES TO THE REPAIRS AND MAINTENANCE OF THE COMMON AREAS OF THE CONDOMINIUM SHALL BE RESPONSIBLE FOR THE COST OF SUCH REPAIRS AND MAINTENANCE TO THE EXTENT OF THE UNIT'S SHARE OF SUCH COSTS.
- 2 THE UNIT SHALL BE RESPONSIBLE FOR THE REPAIRS AND MAINTENANCE OF THE INTERIOR OF THE UNIT, INCLUDING THE CEILING, FLOORS, WALLS, PARTITIONS, AND FINISHES.
- 3 THE OBLIGATION OF REPAIRS AND MAINTENANCE OF THE COMMON AREAS SHALL BE SUBJECT TO THE DECISION OF THE BOARD OF MANAGERS.
- 4 FOR REPAIRS, MAINTENANCE OR REPLACEMENT OF COMMON ELEMENTS REFER TO THE BOARD OF MANAGERS.
- 5 UNIT OWNERS SHALL BE RESPONSIBLE FOR THE COST OF REPAIRS AND MAINTENANCE OF THE INTERIOR OF THE UNIT, INCLUDING THE CEILING, FLOORS, WALLS, PARTITIONS, AND FINISHES.
- 6 UNIT OWNERS SHALL BE RESPONSIBLE FOR THE COST OF REPAIRS AND MAINTENANCE OF THE INTERIOR OF THE UNIT, INCLUDING THE CEILING, FLOORS, WALLS, PARTITIONS, AND FINISHES.

LEGEND
 (1) COMMON ELEMENTS
 (2) UNIT
 (3) BALCONY
 (4) TERRACE
 (5) STAIRWELL
 (6) ELEVATOR
 (7) TELEPHONE COMPARTMENT
 (8) ELECTRICAL PANEL
 (9) MECHANICAL ROOM
 (10) STORAGE ROOM
 (11) ENTRY

SCALE: 1" = 15'

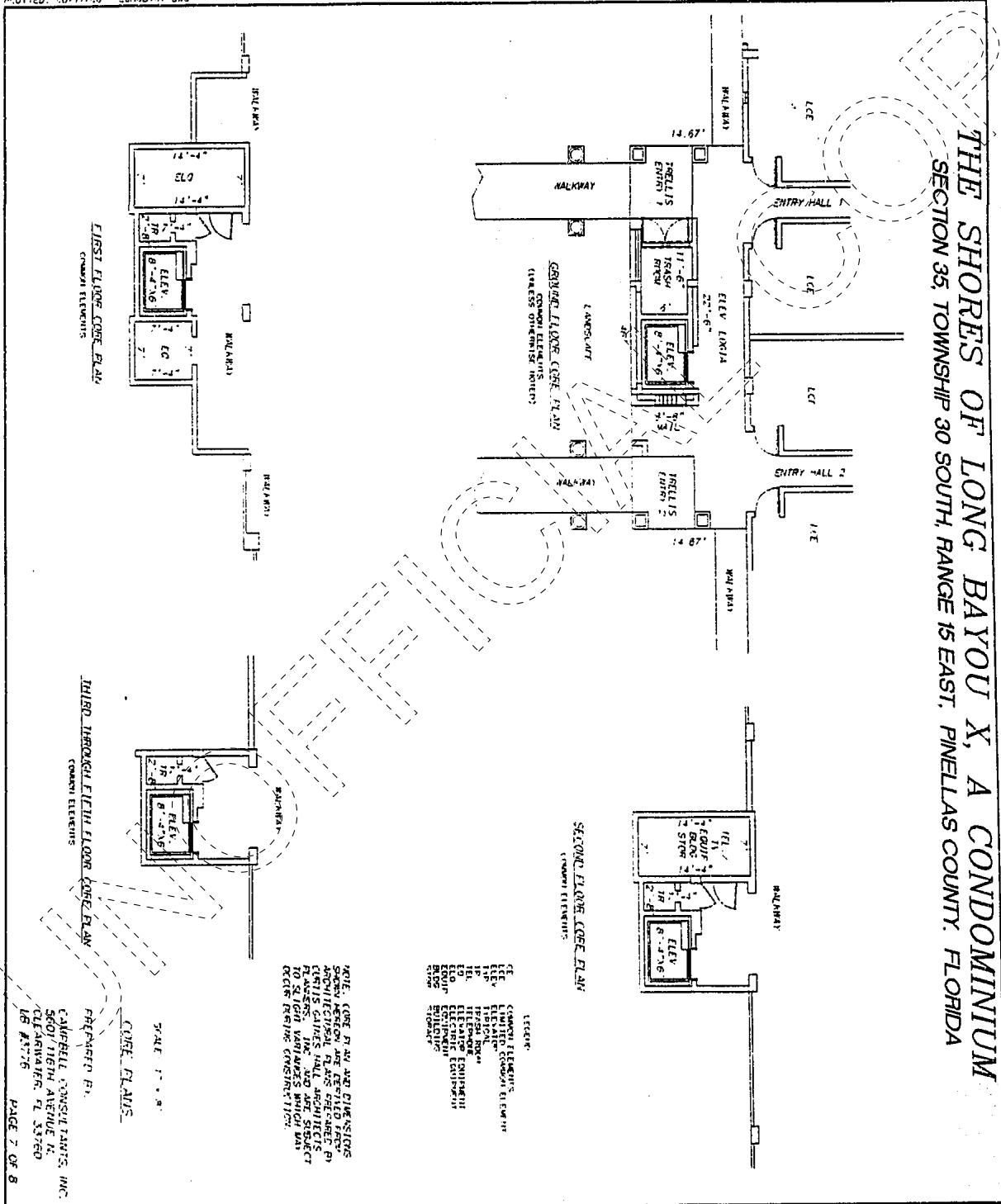
PREPARED BY
 CAMPBELL CONSULTANTS, INC.
 5601 NINTH AVENUE, N.
 CLEARWATER, FL 33760
 813 437-76

PLOTTED: 06/17/00 - LDKB107 DWG

THE SHORES OF LONG BAYOU X, A CONDOMINIUM
SECTION 35, TOWNSHIP 30 SOUTH, RANGE 15 EAST, PINELLAS COUNTY, FLORIDA

CONDOMINIUM BOOK

PAGE



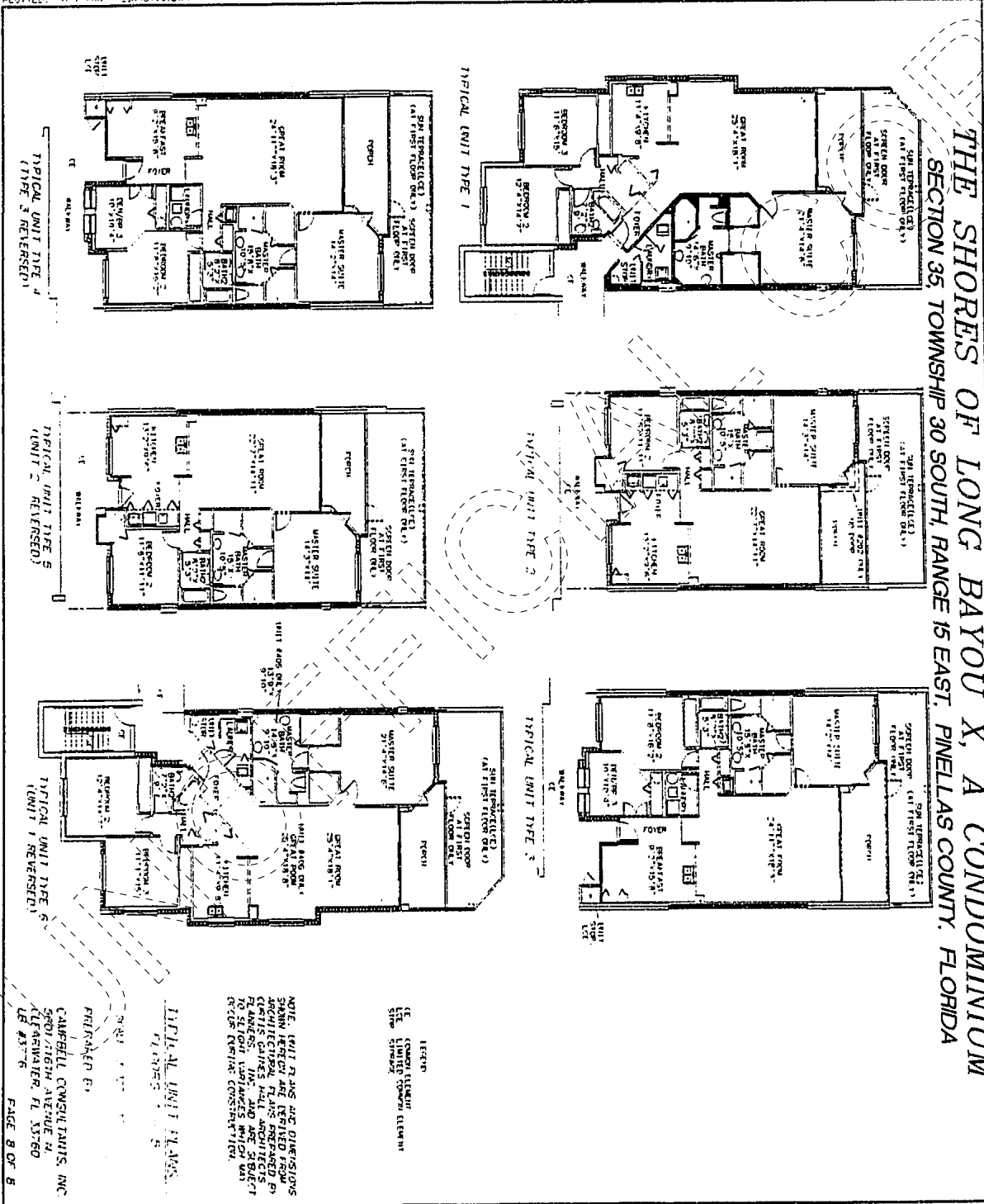
LEGEND:
 CE COMMON ELEMENTS
 EE ELEVATOR
 ES ELEVATOR SHAFT
 ST STAIR
 STB STAIR BALCONY
 STC STAIR CLOSET
 STD STAIR DRESSING
 STS STAIR STORAGE
 STT STAIR TUB
 STV STAIR VESTIBULE
 STW STAIR WALKWAY
 STX STAIR XEROX
 STY STAIR YARD
 STZ STAIR ZOO

NOTE: CORE PLAN AND DIMENSIONS ARE FOR INFORMATION ONLY. ARCHITECTURAL PLANS FOR CORE PLANS, STAIRS, ELEVATORS, AND OTHER COMMON ELEMENTS SHALL BE SUBJECT TO SELECTION AND APPROVAL BY THE BOARD OF CONDOMINIUM OWNERS.
 PREPARED BY:
 CAMPBELL CONSULTANTS, INC.
 5607 116TH AVENUE N.
 CLEARWATER, FL 33760
 LB A-776
 PAGE 7 OF 8

PLOTTED: 06/11/00 - 20KB108.DWG

THE SHORES OF LONG BAYOU X, A CONDOMINIUM
SECTION 35, TOWNSHIP 30 SOUTH, RANGE 15 EAST, PINELLAS COUNTY, FLORIDA

CONDOMINIUM BOOK PAGE



LEGEND
 (E) COMMON ELEMENTS
 (L) LIMITED COMMON ELEMENTS
 (S) SERVICE

NOTE: WALL THICKNESS AND DIMENSIONS SHOWN HEREON ARE REVERSED FROM ARCHITECTURAL PLANS DERIVED FROM ORIGINAL SETS. THIS IS SUBJECT TO SLIGHT VARIANCES WHICH MAY OCCUR DURING CONSTRUCTION.

TYPICAL UNIT PLANS
 PREPARED BY:
 CAMPBELL CONSULTANTS, INC.
 3901/16TH AVENUE N
 CLEARWATER, FL 33760
 LE # 33-6 PAGE 8 OF 8

ARTICLES OF INCORPORATION

OF

SHORES OF LONG BAYOU X CONDOMINIUM ASSOCIATION, INC.

We, the undersigned, with other persons being desirous of forming a corporation not for profit under the provisions of Chapter 617 of the Florida Statutes, do agree to the following:

ARTICLE I. NAME AND ADDRESS

The name of this corporation shall be SHORES OF LONG BAYOU X CONDOMINIUM ASSOCIATION, INC. (hereinafter referred to as the "Association"). The principal office and mailing address of this corporation shall be 6301 Shoreline Drive, St. Petersburg, Florida 33708.

ARTICLE II. PURPOSE

The Association is organized as a corporation not for profit under the terms of the provisions of Chapter 617 of the Florida Statutes, and is a condominium association, as referred to and authorized by Chapter 718 of the Florida Statutes (1997). The specific purpose for which the Association is organized is to provide an entity responsible for the operation of a condominium in Pinellas County, Florida, to be known as THE SHORES OF LONG BAYOU X, A CONDOMINIUM (hereinafter referred to as the "Condominium"). The Declaration of Condominium whereby the Condominium has been or will be created, together with any amendments thereto, is hereinafter referred to as the "Declaration". The developer of the Condominium is Long Bayou Development, Inc., a Florida corporation (hereinafter referred to as "Developer").

The foregoing paragraph enumerates the specific purposes of the Association, but it is expressly provided hereby that such enumeration shall not be held to limit or restrict in any manner the purposes or powers of the Association otherwise permitted by law.

ARTICLE III. POWERS AND DUTIES

Section 1. The Association shall have all of the common law and statutory powers of a corporation not for profit which are not in conflict with the Declaration and Chapter 718 of the Florida Statutes (1997) (hereinafter referred to as the "Condominium Act").

Section 2. The Association shall have all of the powers and duties set forth in the Condominium Act, as lawfully modified by these Articles of Incorporation, the Bylaws of the Association or the Declaration.

EXHIBIT "B" TO DECLARATION OF CONDOMINIUM

LAW OFFICES OF

DeLOACH & HOFSTRA, P.A.

8640 SEMINOLE BOULEVARD
SEMINOLE, FL 33772

PHONE: (727) 397-5571
FAX: (727) 393-5418

Peter T. Hofstra, Esq.
8640 Seminole Blvd.
Seminole, Florida 33772
(727) 397-5571
Facsimile Audit No.: H99000024182 0
Florida Bar No.: 229784

ARTICLE IV. LIMITATIONS ON ACTIVITIES

No part of the net earnings of the Association shall inure to the benefit of, or be distributable to, any member, director or officer of the Association; provided, however, the Association may pay compensation in a reasonable amount for services rendered.

ARTICLE V. TERM OF EXISTENCE

The Association shall have perpetual existence, unless dissolved according to law.

ARTICLE VI. MEMBERS

The Association shall have members. The sole qualification for membership is the ownership of a recorded, vested, present fee simple interest in a Unit; provided, however, in the event of termination of the Condominium, members shall be those persons or other legal entities who are members at the time of such termination, their successors and assigns. Each Owner designated in a deed or other instrument establishing title to a Unit of the Condominium, which deed is duly recorded in the Public Records of Pinellas County, Florida, shall automatically become a member upon delivery to the Association of a copy of such instrument. Membership in the Association shall be terminated automatically when title to the Unit supporting said membership vests in another legal entity; provided, however, any party who owns more than one (1) Unit shall remain a member of the Association so long as he shall retain title to any Unit.

Prior to the recording of the Declaration in the Public Records of Pinellas County, Florida, the incorporator hereto shall remain the sole member of the Association and shall be entitled to one vote.

ARTICLE VII. BOARD OF DIRECTORS

Section 1. The business affairs of the Association shall be managed by the Board of Directors.

Section 2. This Association shall have three (3) directors initially who are to serve as directors until the first election by the members. The names and addresses of the initial directors are as follows:

NAME	ADDRESS
Sam N. Hall	6301 Shoreline Drive St. Petersburg, FL 33708
Melinda Hall	6301 Shoreline Drive St. Petersburg, FL 33708
Terri Hall	6301 Shoreline Drive St. Petersburg, FL 33708

Section 3. The number of directors may be changed from time to time as provided by the Bylaws, but their number shall never be less than three (3).

Section 4. The first election of directors shall not be held until members other than Developer are entitled to elect at least

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8640 SEMINOLE BOULEVARD
SEMINOLE, FL 33772

PHONE: (727) 397-5571
FAX: (727) 393-5418

one (1) director. Any vacancies on the Board of Directors occurring before the first election may be filled by Developer.

ARTICLE VIII. OFFICERS

Section 1. The officers of the Association shall be a President, Past President (when available), one or more Vice Presidents (the exact number being determined by the Board), a Secretary and a Treasurer. Such other officers, assistant officers and agents as may be deemed necessary may be elected or appointed from time to time as provided in the Bylaws.

Section 2. The names of the persons who are to serve as officers of the Association until the first annual meeting of the Board of Directors are:

<u>OFFICE</u>	<u>NAME</u>
President	Melinda Hall
Vice President	Sam N. Hall
Secretary	Terri Hall
Treasurer	Terri Hall

Section 3. The officers shall be elected at each annual meeting of the Board of Directors or as provided in the Bylaws, and each shall serve until his successor is chosen and qualified, or until his earlier resignation, removal from office or death.

Section 4. The officers shall have such duties, responsibilities, and powers as provided in the Bylaws and the Florida Statutes.

ARTICLE IX. BYLAWS

The initial Board of Directors shall adopt Bylaws for the Association at the organizational meeting of the Association after the approval of these Articles of Incorporation by the Secretary of State. The conduct of the affairs of the Association shall be limited by the various provisions of the Bylaws, including but not limited to, provisions creating, dividing, limiting and regulating the powers of the Association, the directors and the members. The power to adopt, amend or repeal Bylaws of the Association shall be vested in the Board of Directors as provided in the Bylaws.

ARTICLE X. AMENDMENTS

The Articles of Incorporation may be amended in the manner set forth in the Florida Statutes, as amended from time to time.

ARTICLE XI. INITIAL REGISTERED OFFICE AND AGENT

The street address of the initial registered office of the Association is 6301 Shoreline Drive, St. Petersburg, Florida 33708, and the name of the initial registered agent of the Association located at that address is Melinda Hall.

LAW OFFICES OF
DeLOACH & HOFSTRA, P.A.

8840 SEMINOLE BOULEVARD
SEMINOLE, FL 33772

PHONE: (727) 397-5571
FAX: (727) 393-5418

ARTICLE XII. INCORPORATOR

The name and address of the incorporator of the Association is:

Melinda Hall
6301 Shoreline Drive
St. Petersburg, Florida 33708

IN WITNESS WHEREOF, for the purpose of forming a corporation not for profit under the provisions of Chapter 617 of the Florida Statutes, the undersigned, being the incorporator hereof, has executed these Articles of Incorporation on this 29 day of September, 1999.

Melinda Hall
MELINDA HALL

STATE OF FLORIDA
COUNTY OF PINELLAS

The foregoing instrument was acknowledged before me this 29 day of September, 1999, by MELINDA HALL, who is personally known to me or who has produced _____ as identification.

Karen Henley
(Signature of Notary)

(Name of notary, printed or stamped)



Karen Henley Notary Public
MY COMMISSION # C0660220 EXPIRES
June 30, 2001 (Serial Number, if any)
BONDED THROUGH TROY FARM INSURANCE, INC.

ACCEPTANCE

I hereby accept the appointment to act as initial Registered Agent for SHORES OF LONG BAYOU X CONDOMINIUM ASSOCIATION, INC., as stated in these Articles of Incorporation.

Melinda Hall
MELINDA HALL

BYLAWS

OF

SHORES OF LONG BAYOU X CONDOMINIUM ASSOCIATION, INC.

A CORPORATION NOT FOR PROFIT

ARTICLE I. GENERAL

The provisions of this document constitute the Bylaws of SHORES OF LONG BAYOU X CONDOMINIUM ASSOCIATION, INC., which Bylaws shall be utilized to govern the management and operation of the association.

ARTICLE II. DEFINITIONS

The terms used in these Bylaws shall be defined in accordance with the provisions of Section 718.103 of the Florida Statutes (1997), and as follows, unless the context otherwise requires:

"Articles of Incorporation" - means the Articles of Incorporation of the Association, as they may be amended from time to time.

"Assessment" - means a share of the funds required for the payment of Common Expenses, which from time to time is assessed against each Unit Owner.

"Association" - means SHORES OF LONG BAYOU X CONDOMINIUM ASSOCIATION, INC.

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

"Common Elements" - means the portions of the Condominium Property not included in the Units.

"Common Expenses" - means the expenses properly incurred by the Association for the Condominium.

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

"Condominium" - means THE SHORES OF LONG BAYOU X, A CONDOMINIUM.

"Condominium Act" - means Chapter 718 of the Florida Statutes (1997).

EXHIBIT "C" TO DECLARATION OF CONDOMINIUM

LAW OFFICES OF
DeLOACH & HOFSTRA, P.A.

8640 SEMINOLE BOULEVARD
SEMINOLE, FL 33772

PHONE: (727) 397-5571
FAX: (727) 393-5418

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

"Condominium Property" - means and includes the lands, leaseholds and personal property that are subjected to condominium ownership, whether or not contiguous, and all improvements thereon and all easements and rights appurtenant thereto intended for use in connection with the Condominium, the real property being more particularly described in the Declaration.

"Declaration" - means the Declaration of Condominium, the instrument or instruments by which the Condominium is created, and such instrument or instruments as they are amended from time to time.

"Declaration of Covenants" - means the Declaration of Covenants, Conditions, Easements and Restrictions as to the Shores of Long Bayou Area, which shall be recorded in the Public Records of Pinellas County, Florida, and all amendments thereto.

"Developer" - means LONG BAYOU DEVELOPMENT, INC., a Florida corporation, its successors and assigns.

"Homeowners' Association" - means THE SHORES OF LONG BAYOU HOMEOWNERS' ASSOCIATION, INC.

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

"Mortgagee" - means a bank, savings and loan association, insurance company, mortgage company or other like entity holding a mortgage on the Condominium Property or any portion thereof.

"Operation" or "Operation of the Condominium" - means and includes the administration and management of the Condominium Property.

"Rules and Regulations" - means the Rules and Regulations of the Association which may be adopted in writing from time to time pursuant to these Bylaws.

"Special Assessment" - means any Assessment levied against Unit Owners by the Association other than the Assessment required by a budget adopted annually by the Association.

"Unit" - means a part of the Condominium Property which is to be subject to exclusive ownership.

"Unit Owner" or "Owner" - means the owner of a Condominium Parcel.

"Voting Representative" - means the individual entitled to cast the vote for each Unit as further defined below.

ARTICLE III. OFFICES AND AGENCY

1. Registered Office and Registered Agent. The registered office of the Association shall be located in the State of Florida

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at such place as may be fixed from time to time by the Board upon filing of such notices as may be required by law, and the registered agent shall have a business office identical with such registered office.

2. Principal Office. The initial principal office of the Association shall be 6301 Shoreline Drive, St. Petersburg, Florida 33708, which principal office may be changed from time to time by the Board as provided in these Bylaws.

ARTICLE IV. MEMBERS

1. Qualifications of Members. Those individuals, corporations, partnerships, trusts or other legal entities who own a recorded vested present fee simple interest in a Unit shall become members.

2. Manner of Admission. Each Owner designated in a deed or other instrument establishing title to a Unit duly recorded in the Public Records of Pinellas County, Florida shall automatically become a member upon delivery to the Association of a copy of such instrument and receipt of a written acknowledgment of said delivery signed by the President or Secretary.

3. Member's Rights. Every member shall have all the rights set forth in the Declaration and these Bylaws.

4. Obligations of Members. Every member shall be subject to the obligations and duties set forth in the Declaration and these Bylaws, as the same are now or may hereafter be constituted, including, but not limited to, the following obligations:

(a) To conform to and abide by the Declaration, these Bylaws, and the Rules and Regulations, and to see that all persons claiming rights in the Condominium, by, through or under him do likewise.

(b) To promptly pay assessments and/or fines levied by the Association and/or the Homeowners' Association.

(c) Not to use or permit the use of his Unit for any purpose other than as a single-family residence.

(d) To maintain his Unit, and such portions of the Common Elements, as may be required by the Declaration, in a clean and sanitary manner and state of repair, and to maintain and repair the fixtures therein and pay for any utilities which are separately metered to his Unit. All maintenance, repairs and replacements for such purposes shall be done without disturbing the rights of other Unit Owners.

(e) Not to permit or suffer anything to be done or kept in or around his Unit which would increase the insurance rates of his Unit or the Common Elements, or which would obstruct or interfere with the rights of other members or annoy them with unreasonable noises or otherwise; nor shall a member commit or permit any nuisance, or any immoral or illegal act in his Unit or on the Common Elements.

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(f) To report promptly to the Association any defect or need for repairs for which the Association is responsible.

(g) To make no alteration, decoration, repair, replacement or change of the Common Elements or to any outside or exterior portion of any building in the Condominium, including windows, doors, and screened porches, balconies or patios, except as permitted by the Declaration.

(h) To allow the Board or the agents and employees of the Association the right to have reasonable access to his Unit during reasonable hours when necessary for the maintenance, repair or replacement of any Common Element or any portion of a Unit to be maintained by the Association pursuant to the Declaration or necessary to prevent damage to the Common Elements, the Unit or to another Unit.

(i) To make no major repairs to any plumbing or electrical wiring within a Unit except by plumbers or electricians authorized to do such work by proper governmental authorities.

(j) To return his Condominium Parcel to the respective taxing authorities having jurisdiction over it for the purpose of ad valorem taxes and separate assessment and to pay such amounts assessed by said taxing authorities when due.

In the event a member fails to maintain or use his Unit or such portions of the Common Elements as required, the Association or any other Unit Owner shall have the right to proceed in a court of equity to seek compliance.

In the event of any violation of the provisions of this Section, the Association or any other Unit Owner may bring appropriate action to enjoin such violator or to enforce the provisions of the documents enumerated in Subsection (a) above, or sue for damages, or file a written complaint to initiate hearing procedures under these Bylaws, or seek such other legal remedy, including arbitration, as deemed appropriate, or take any combination of such courses of action at the same time as more fully set forth in these Bylaws.

5. Assessments. Membership shall be assessable pursuant to the Declaration and these Bylaws.

6. Transferability of Membership. Membership in this Association may be transferred only as an incident to the transfer of the transferor's Unit. Transfers of membership shall be made only on the books of the Association, and notice of each transfer shall be given in writing as set forth above.

7. Restriction of Rights. A member does not have any authority to act or speak for the Association by reason of being a member.

8. Termination of Membership. Membership in the Association shall be terminated automatically when title to the Unit supporting said membership vests in another legal entity; provided, however, any party who owned more than one (1) Unit

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shall remain a member of the Association so long as he shall retain title to any Unit.

ARTICLE V. VOTING

1. Voting Rights of Members. Unless otherwise provided, the record Owner or all record Owners collectively, if there are more than one (1), of each Unit shall be entitled to one (1) vote on each matter brought before the membership of the Association, which vote shall be cast by the Voting Representative, designated as set forth below. No vote may be divided, and no fractional vote shall be cast. Any vote may be cast in person or by proxy as set forth herein.

2. Designation of Voting Representative.

(a) If title to a Unit is vested in one (1) individual, including title held as trustee, that individual shall automatically be designated as Voting Representative on admission to membership.

(b) If title to a Unit is vested in a husband and wife as tenants by the entirety, both persons shall be automatically jointly designated as Voting Representative on admission to membership, and either spouse may cast the Unit's one (1) vote without further designation. If both are present at a meeting and are unable to concur in their decision upon any subject requiring a vote, they will lose their right to vote on that subject at the meeting.

(c) If title to a Unit is vested in a corporation, its Board of Directors shall designate a director, officer or employee as Voting Representative in a written statement executed by an officer of the corporation and filed with the Secretary of the Association.

(d) If title to a Unit is vested in a partnership or any other legal entity, said entity shall designate one (1) partner as Voting Representative in a written statement executed by those persons owning not less than a majority interest in said entity and filed with the Secretary of the Association.

(e) If title to a Unit is vested in more than one (1) Owner (except as described in Subsection (b) above), said Owners shall designate one (1) Owner as Voting Representative in a written statement executed by those Owners owning not less than a majority interest in such Unit and filed with the Secretary of the Association.

(f) An administrator, executor, personal representative, guardian or conservator of the Owner of a Unit, without a transfer of title to said Unit into his name, may designate or be designated as Voting Representative in the same manner as the Owner would have been entitled to designate or be designated Voting Representative.

(g) Where title to a Unit is vested in Developer, Developer may be represented by any director, officer or employee of Developer, which director, officer or employee

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shall be deemed the Voting Representative of Developer. No statement need be filed by Developer designating any such Voting Representative.

(h) Such designation shall be valid until revoked or until changed by a subsequent designation, or until a change in the ownership in the Unit supporting said designation. The Association shall have a right to rely on the veracity of statements submitted to it designating a Voting Representative.

3. Failure to Designate. Except with regard to Units owned by Developer, if no Voting Representative is duly designated for a Unit at least five (5) days prior to a membership meeting, such failure shall result in depriving the Owners of the Unit of a vote at such meeting unless the Board, in its discretion, fixes a later date for determination of Voting Representatives entitled to vote at the meeting. Notwithstanding anything contained herein to the contrary, a designation can be made or changed any time prior to the appointed time of a meeting called pursuant to Section 2 of Article XIII below to consider and adopt an annual budget.

4. Records of Membership.

(a) The Association shall keep a membership book containing the name and address of each member. A termination of membership shall be recorded in the membership book.

(b) At least fourteen (14) days before every membership meeting, a complete list, arranged numerically by Unit, of every member and of every Voting Representative entitled to vote at such meeting or any adjournment thereof, with the address to which notice has been or is to be sent, shall be prepared by the Secretary of the Association. This membership list shall be kept on file and at current status at the principal office of the Association; and any member or Voting Representative shall be entitled to inspect the list at any reasonable time.

(c) Notwithstanding anything to the contrary contained in subsection (b) above, if less than fourteen (14) days notice of the meeting is given, the membership list shall be prepared and kept on file from the date of such notice.

5. Adjourned Meetings. When a determination of the Voting Representative entitled to vote at any meeting of the membership has been made as provided in this Article, such determination shall apply to any adjournment thereof, unless the Board provides otherwise.

6. Proxies.

(a) Except as otherwise provided in the Condominium Act, at any meeting of the members, every Voting Representative having the right to vote shall be entitled to vote in person or by proxy. Such proxy must be in writing and filed with the Secretary at any time before the appointed time of the meeting and shall be effective only for the specific meeting for which it was originally given and any

lawfully adjourned meeting thereof. In no event shall any proxy be valid for a period longer than ninety (90) days after the date of the first meeting for which it was given. Every proxy shall be revocable at any time at the pleasure of the Voting Representative executing it. The appearance at any meeting of any Voting Representative who has previously designated a proxy shall automatically revoke and terminate said proxy.

(b) Each proxy shall specifically set forth the name of the person voting by proxy, the name of the person authorized to vote the proxy for him and the date the proxy was given; provided that any otherwise properly executed proxy which does not appoint a specific person as the proxy holder shall automatically be deemed to designate the President of the Association. Each proxy shall contain the date, time and place of the meeting for which the proxy is given, and if the proxy is limited, it shall set forth those items upon which the holder of the proxy may vote and the manner in which the vote is to be cast.

(c) If a proxy expressly provides, any proxy holder may appoint, in writing, a substitute to act in his place. If such provision is not made, substitution is not authorized.

7. Quorum and Voting.

(a) A majority of the Voting Representatives who are entitled under these Bylaws to vote and who are represented in person, or by proxy shall constitute a quorum at any meeting of the membership. If, however, such quorum shall not be present, a majority of the Voting Representatives present in person or represented by proxy shall reschedule said meeting for a date not later than thirty (30) days thereafter and adjourn. Notice of the adjourned meeting shall be given as set forth in Article VI below. At said rescheduled meeting any business may be transacted which might have been transacted at the meeting originally called; however, thirty-four percent (34%) of the Voting Representatives entitled to vote, represented in person or by proxy, shall constitute a quorum.

(b) If a quorum is present, the affirmative vote of the majority of the Voting Representatives who cast their respective votes at the meeting shall be the act of the members unless otherwise provided by law, the Declaration, the Articles of Incorporation or these Bylaws. Election of directors shall be by a plurality of votes cast.

(c) After a quorum has been established at a membership meeting, any subsequent withdrawal of Voting Representatives which reduces the number of Voting Representatives entitled to vote at the meeting below the number required for a quorum shall not affect the validity of any action taken at the meeting or any adjournment thereof. The affirmative vote of the majority of Voting Representatives who cast their respective votes shall be the act of the membership unless otherwise provided by law, the Declaration, the Articles of Incorporation or these Bylaws.

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ARTICLE VI. MEMBERS' MEETING

1. Annual Meetings. The annual meeting of the members for the election of directors to serve on the Board and the Board of Directors of the Homeowners' Association and for the transaction of such other business as may properly come before the meeting shall be held each year in the month of October on such day and at such time as the Board shall direct; provided, however, that said date may be changed by resolution of the Board so long as the annual meeting for any year shall be held not later than thirteen (13) months after the last preceding annual meeting of the members.

2. Special Meetings. Special meetings of the members for any purpose may be called at any time by the President, by the Board, or by the written request of not less than ten percent (10%) of the Voting Representatives entitled to vote. Such request shall state the purpose or purposes of the proposed meeting and the date said meeting shall be held. Not less than fourteen (14) nor more than forty (40) days notice shall be given to each member except in an emergency. No business other than that specified as the purpose in said notice shall be discussed or transacted at such special meeting.

3. First Election Meeting. Within seventy-five (75) days after Unit Owners other than Developer own fifteen percent (15%) or more of the Units of the Condominium that will be operated ultimately by the Association, the Association shall call, and give not less than sixty (60) days notice of, a meeting (the "First Election Meeting") of the members. At said meeting Unit Owners other than Developer shall be entitled to elect not less than one-third (1/3) of the members of the Board.

4. Turnover Meeting. Within seventy-five (75) days after Unit Owners other than Developer are entitled to elect a majority of the directors the Association shall call, and give not less than sixty (60) days notice of a meeting (the "Turnover Meeting") of the members for this purpose. The Turnover Meeting may be called and the notice given by any Unit Owner if the Association fails to do so.

5. Time and Place of Meeting. All meetings of the membership shall be at the principal office of the Association or at such other place as the Board may from time to time designate, on the date and hour set forth in the notice of said meeting.

6. Notice.

(a) Written notice stating the place, day and hour of the meeting and, in case of a special meeting, the purpose or purposes for which the meeting is called, shall be given by or at the direction of the President, the Secretary or other persons calling the meeting, not less than fourteen (14) nor more than forty (40) days before the meeting, unless otherwise provided in this Article; provided, however, notice of any meeting at which members of the Board of Directors shall be elected shall be given in the manner provided by the Condominium Act. Notice shall be given to each member either personally or by first-class mail; provided, however, a member may request the Secretary in writing that notice be

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given such member by mail and furnish the Secretary with the address to which such notice is to be mailed. If mailed, such notice shall be deemed to be given when deposited in the United States mail addressed to the member at his address as it appears on the books of the Association, with postage thereon prepaid. Delivery of notice pursuant to this Section to any co-Owner of a Unit shall be effective upon all other Co-Owners of said Unit. Notwithstanding anything contained in this Section to the contrary, unless such right is waived in writing, notice of the annual meeting shall be sent by mail to each member.

(b) An officer of the Association shall provide an affidavit, to be included in the official records of the Association, affirming that notices of the Association meeting were mailed or hand-delivered in accordance with this Section to each Unit Owner at the address last furnished to the Association.

(c) In addition, notice of each meeting shall be posted in a conspicuous place on the Condominium Property at least fourteen (14) continuous days prior to such meeting; or, in the case of a special meeting, at the time notice is given, if this date is less than fourteen (14) days before said meeting.

7. Waiver of Notice. A written waiver of notice of a specific meeting signed by any Voting Representative, whether before or after the meeting, shall be equivalent to the giving of notice to the member he represents. Such waiver may also be made by any member on his own behalf. Attendance of a member or Voting Representative at a meeting shall constitute a waiver of notice of such meeting and a waiver of any and all objections to the place of the meeting, the time of the meeting, or the manner in which it has been called or convened, except when the member or Voting Representative attends a meeting for the express purpose, as stated at the beginning of the meeting, of objecting to the transaction of any business because the meeting is not lawfully called or convened. Neither the business to be transacted at, nor the purpose of, any regular or special meeting of the membership need be specified in any written waiver of notice.

8. Adjourned Meetings. A majority of the Voting Representatives present, whether or not a quorum exists, may adjourn any meeting of the membership to another time and place. Notice of such adjourned meeting shall be given as provided in Section 6 of this Article.

9. Action by Members Without a Meeting.

(a) It is expressly provided that any action required by law, these Bylaws, the Declaration or the Articles of Incorporation to be taken at any annual or special meeting of the membership, 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 written agreement, setting forth the action so taken, shall be signed by not less than the minimum number of Voting Representatives that would be necessary to authorize or take

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such action at a meeting at which all persons entitled to vote thereon were present and voted.

(b) Within ten (10) days after the obtaining of such authorization by written consent, notice shall be given to those Voting Representatives who have not consented in writing. The notice shall fairly summarize the material features of the authorized action.

10. Procedure. The members may adopt their own rules of procedure which shall not be inconsistent with the Declaration, the Articles of Incorporation, these Bylaws or applicable law.

ARTICLE VII. DIRECTORS

1. Function. All corporate powers shall be exercised by or under the authority of, and the business and affairs of the Association shall be managed under the direction of, the Board; provided, however, certain matters specified in the Declaration and these Bylaws shall be considered as authorized only after approval by the membership. The Board shall make appropriate delegations of authority to the officers; and, to the extent permitted by law and these Bylaws, by appropriate resolution, the Board may authorize one (1) or more committees to act on its behalf when it is not in session.

2. Qualification of Directors. The qualifications for becoming and remaining a director of this Association are as follows:

(a) Any director elected prior to the Turnover Meeting need not be a member of the Association.

(b) Every director elected at the Turnover Meeting or at any time thereafter must be a member of the Association or a Voting Representative, except that no director entitled to be appointed by Developer need be a member of the Association nor a Voting Representative.

(c) Directors must be persons who are legally competent to contract.

(d) Directors must comply with all requirements established by the Condominium Act.

3. Duties of Directors.

(a) A director shall be expected to attend all meetings of the Board and of any committee of the Board to which he has been appointed.

(b) A director shall perform his duties as a director, including his duties as a member of any committee of the Board upon which he may serve, in good faith, in a manner he reasonably believes to be in the best interests of the Association, and with such care as an ordinarily prudent person in a like position would use under similar circumstances.

4. Number. The number of directors of the Association until the Turnover Meeting shall be three (3). At that meeting and each annual meeting of the membership thereafter, the number of directors shall be determined at said meeting, provided the number shall not be less than three (3) nor more than five (5), and provided that no decrease shall have the effect of shortening the term of any incumbent director. These numbers may be increased or decreased from time to time by amendment to these Bylaws, but no decrease shall have the effect of shortening the term of any incumbent director.

5. Election and Term.

(a) Each person named in the Articles of Incorporation as a member of the initial Board shall hold office until the First Election Meeting of the membership and until his successor shall have been elected and qualified or until his earlier resignation, disqualification, removal from office or death.

(b) At the First Election Meeting of the membership, Unit Owners other than Developer shall be entitled to elect not less than one-third (1/3) of the directors, who shall hold office until the annual meeting of the membership which occurs in the first full calendar year after the First Meeting or until the Turnover Meeting, whichever first occurs. Developer shall be entitled to appoint all remaining directors until the Turnover Meeting.

(c) Unit Owners, other than Developer, shall be entitled to elect not fewer than a majority of the Association's directors:

(1) three (3) years after fifty percent (50%) of the Units that will be operated ultimately by the Association have been conveyed to purchasers;

(2) three (3) months after ninety percent (90%) of the Units that will be operated ultimately by the Association have been conveyed to purchasers;

(3) when all of the Units that will be operated ultimately by the Association have been completed, some of them have been conveyed to purchasers, and none of the others are being offered for sale by Developer in the ordinary course of business;

(4) when some of the Units have been conveyed to purchasers and none of the others are being constructed or offered for sale by Developer in the ordinary course of business; or

(5) seven (7) years after recordation of this Declaration; whichever occurs first.

(d) At each annual meeting, directors elected by the Unit Owners shall ordinarily be elected to serve a term of two (2) years. It is the intention of the Association that the terms of the directors shall be staggered so that at each

annual meeting only one-half (1/2) of the number of directors, or as close to such number as possible, shall be elected; therefore, directors may be elected for a term of one (1) year wherever the circumstances dictate such abbreviated term in order to maintain the intended balance.

(e) At the Turnover Meeting, the directors entitled to be elected by the Unit Owners shall be elected for a term determined pursuant to subsection (d) above, so that following such meeting approximately one-half (1/2) of the directors elected by Unit Owners other than Developer shall have terms expiring at the annual meeting which occurs in the first full calendar year after the First Meeting, and the other directors shall have terms one (1) year longer.

(f) Each director elected under this Article shall hold office for the term for which he is elected and until his successor shall have been elected and qualified or until his earlier resignation, disqualification, removal from office or death.

(g) Notwithstanding anything in this section to the contrary, no one individual may serve as a director for more than seven (7) successive years.

6. Compensation. At the Turnover Meeting and thereafter, the membership shall have the authority to fix the compensation, if any, of the directors; provided, however, no director elected by Developer shall receive any fees or compensation for his services as director.

7. Resignation of Directors. A director may resign from the Board by providing written notification of such resignation to the President of the Association, and such resignation shall become effective immediately upon receipt by the President of said written notification or at such later date as may be specified in the notification.

8. Vacancies. Any vacancy occurring in the membership of the Board, including any vacancy created by reason of an increase in the number of directors, may be filled by the affirmative vote of a majority of the remaining directors, though less than a quorum of the Board; provided, however, any vacancy occurring by reason of the resignation, disqualification, removal or death of a director appointed by Developer may be filled by Developer, and any vacancy resulting from the removal of a director by the membership may be filled by the membership. A director so elected shall hold office until the next regularly scheduled election for any position on the Board, regardless of whether the board seat to which the member was appointed or elected is scheduled to be filled at that election. If, however, upon appointment, the Association has already mailed or delivered the first notice of election pursuant to the Condominium Act, the member appointed or elected as provided herein shall serve until the next election scheduled in the future for any position.

ARTICLE VIII. DIRECTORS' MEETINGS

1. Annual Meetings. The annual meeting of the Board shall be held immediately after the adjournment of the annual meeting of

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the members, provided a quorum shall then be present. Notice of said meeting shall be given as provided by law.

2. Regular Meetings. The Board may, by resolution duly adopted, establish regular meetings, which shall thereafter be held without further notice until subsequent resolution altering same.

3. Special Meetings. Special meetings of the Board for any purpose may be called at any time by the President or any two (2) directors.

4. Annual Budget Meetings. The Annual Meeting shall constitute the Annual Budget Meeting and shall be held for the purpose of adopting an annual budget for the Association for the coming accounting year. Written notice stating the place, day and hour of the meeting shall be delivered personally or by registered or certified mail to each director at his address as it appears on the books of the Association no more than forty (40) days nor less than fourteen (14) days before the meeting.

5. Place of Meetings. Meetings of the Board shall be held at the principal office of the Association or at such other place as the directors may from time to time designate.

6. Open Meetings. Meetings of the Board shall be open to all members and Voting Representatives. However, this provision shall not be interpreted to prohibit the Board from acting by written consent.

7. Notice of Meetings.

(a) Unless otherwise provided, written notice stating the place, day and hour of any meeting of the Board must be given by or at the direction of the President, the Secretary or other person calling the meeting to each director not less than five (5) nor more than thirty (30) days before the directors' meeting; provided, however, in the case of an emergency, only such notice as is reasonable under the circumstances need be given. Notice must be given either personally or by telegram, cablegram or first-class mail; and if mailed, the notice shall be deemed to be given when deposited in the United States mail addressed to the director at his address, as it appears in the records of the Association, with postage thereon prepaid.

(b) Additionally, notice of every meeting of the Board, stating the place and time thereof, and incorporating an identification of agenda items, shall be posted conspicuously on the Condominium Property at least forty-eight (48) continuous hours prior to any such meeting to call the members' attention thereto; provided, however, in the event of an emergency such notice shall not be required.

(c) Notice of any meeting in which Assessments against Unit Owners are to be considered for any reason shall specifically contain a statement that Assessments will be considered and the nature of any such Assessments.

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8. Waiver of Notice. A written waiver of notice signed by any director, whether before or after any meeting, shall be equivalent to the giving of notice to said director. Attendance of a director at a meeting shall constitute a waiver of notice of such meeting and waiver of any and all objections to the place of the meeting, the time of the meeting, or the manner in which it has been called or convened, except when a director attends a meeting for the express purpose, as stated at the beginning of the meeting, of objecting to the transaction of business because the meeting is not lawfully called or convened. Neither the business to be transacted at, nor the purpose of, any annual, regular or special meeting of the directors need be specified in any written waiver of notice.

9. Presumption of Assent. A director of the Association who is present at a meeting of the Board at which action on any corporate matter is taken shall be presumed to have assented to the action taken unless he votes against such action or abstains from voting in respect thereto because of an asserted conflict of interest.

10. Adjourned Meeting. A majority of the directors present, whether or not a quorum exists, may adjourn any meeting of the Board to another time and place. Notice of any such adjourned meeting shall be given to the directors who were not present at the time of the adjournment and, unless the time and place of the adjourned meeting are announced at the time of the adjournment, to the other directors.

11. Quorum. A majority of the number of directors fixed by these Bylaws shall constitute a quorum for the transaction of business at any meeting of the Board.

12. Voting.

(a) Each director present at any meeting of the Board shall be entitled to one (1) vote on each matter submitted to a vote of the directors. Proxy voting shall not be permitted.

(b) A majority vote by the directors present at a meeting of the Board at which a quorum is present shall be the act of the Board, unless a greater number is required under any provision of the Declaration, the Articles of Incorporation or these Bylaws.

(c) A director may join by written concurrence in any action taken at a meeting of the Board, but such concurrence may not be used for the purposes of creating a quorum.

13. Meeting By Communications Equipment. Any action which is required, or which may be taken, at a meeting of the Board at which a proper notice or a waiver thereof has been given pursuant hereto may be taken by means of a conference telephone or similar communications equipment by means of which all persons participating in the meeting can hear each other at the same time.

14. Recordation of Actions. All actions of the Board shall be recorded in minutes, which may be in summary form. Upon request, such minutes shall be made available for inspection by

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members, their authorized representatives, and directors at any reasonable time.

15. Procedure. The directors may adopt their own rules of procedure which shall not be inconsistent with the Declaration, the Articles of Incorporation, these Bylaws or applicable law.

ARTICLE IX. COMMITTEES

1. Function. Except when specifically delegated authority to act, committees shall serve in an advisory capacity to the Board and the membership and shall make specific recommendations to the Board and the members regarding those aspects of the business and affairs of the Association for which they have been delegated responsibility.

2. Types of Committees. The Board, by resolution adopted by a majority of the full Board, may appoint such standing committees or ad hoc committees as it deems necessary from time to time, including, but not limited to, an Architectural Control Committee.

3. Committee Powers. Any committee shall have and may exercise all the authority granted to it by the Board, except that no committee shall have the authority to:

- (a) Fill vacancies on the Board or any committee thereof;
- (b) Adopt, amend or repeal the Bylaws;
- (c) Amend or repeal any resolution of the Board;
- (d) Act on matters committed to another committee by these Bylaws or a resolution of the Board.

4. Appointment. The Board shall appoint committee members from among the directors, members and Voting Representatives of the Association; provided, however, that prior to the Turnover Meeting, committees may also include employees, agents, and representatives of the Developer. The Board shall designate a chairman and a secretary for each committee, which positions may be filled by one (1) or more members.

5. Term. The members and officers of each committee shall initially be appointed at any meeting of the Board and thereafter shall be appointed at the annual meeting of the Board. Each appointee shall take office on the day of such Board meeting and shall hold office until the next annual meeting of the Board and until a successor shall have been appointed, or until his earlier resignation, disqualification, death or removal from office, or until such committee shall terminate, whichever first occurs.

6. Removal of Committee Members. Any committee member may be removed from office by the Board at any time, with or without cause.

7. Resignation of Committee Members. Any member of a committee may resign therefrom by providing written notification of such resignation to the President of the Association, and any

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such resignation shall become effective immediately upon receipt by the President of said written notification or at such later date as may be specified in the notification.

8. Vacancies. Any vacancy occurring in the membership of any committee or any membership on any committee to be filled by reason of an increase in the number of members of a committee shall be filled by the Board.

ARTICLE X. COMMITTEE MEETINGS

1. Regular Meetings. Regular meetings of each standing committee shall be held at such times as are determined by the chairman of the committee. There shall be no regular meetings of any ad hoc committee unless established by the chairman of said committee.

2. Special Meetings. Special meetings of any committee may be called at any time by the chairman of the committee or by any two (2) members thereof.

3. Place of Meetings. Committee meetings shall be held at the principal office of the Association or at such other place as the chairman of the committee may from time to time designate.

4. Notice of Meetings. Not less than three (3) nor more than thirty (30) days before any regular or special meeting of any committee, written or oral notice stating the place, day and hour of the meeting must be given to each committee member by or at the direction of the chairman of the committee, or any other person calling the meeting. Notice must be given either personally or by telegram, cablegram or first-class mail; and if mailed, the notice shall be deemed to be given when deposited in the United States mail addressed to the committee member at his address, as it appears in the records of the Association, with postage thereupon prepaid.

5. Waiver of Notice. A written waiver of notice signed by any committee member, whether before or after any meeting, shall be equivalent to the giving of notice to said committee member. Attendance of a committee member at a meeting shall constitute a waiver of notice of such meeting and waiver of any and all objections to the place of the meeting, the time of the meeting, or the manner of calling or convening the meeting, except when a committee member attends a meeting for the express purpose, as stated at the beginning of the meeting, of objecting to the transaction of business because the meeting is not lawfully called or convened. Neither the business to be transacted at, nor the purpose of, any regular or special meeting of a committee need be specified in any written waiver of notice.

6. Adjourned Meeting. A majority of the committee members present, whether or not a quorum exists, may adjourn any meeting of a committee to another time and place. Notice of any such adjourned meeting shall be given to the committee members who were not present at the time of the adjournment and, unless the time and place of the adjourned meeting are announced at the time of the adjournment, to the other committee members.

7. Quorum. A majority of the members of any committee shall constitute a quorum for the transaction of business at any committee meeting.

8. Voting.

(a) Each committee member present at any meeting of a committee shall be entitled to one (1) vote on each matter submitted to a vote of the committee members; provided, however, proxy voting shall not be permitted.

(b) A majority vote by the committee members present at a committee meeting at which a quorum is present shall be the act of the committee, unless a greater number is required by resolution of the Board.

9. Action Without a Meeting.

(a) By Written Consent. Any action which is required or which may be taken at a committee meeting may be taken without a meeting if a consent in writing, setting forth the action so to be taken, shall be signed by all of the members of the committee. Such consent shall have the same effect as a unanimous vote.

(b) By Communications Equipment. Any action required or which may be taken at a committee meeting may be taken by means of a conference telephone or similar communications equipment by means of which all persons participating in the meeting can hear each other at the same time.

ARTICLE XI. OFFICERS

1. Designation. The officers of this Association shall be the President, Past President (when available), one or more Vice Presidents (the exact number being determined by the Board), a Secretary and a Treasurer. The Association shall also have such other officers, assistant officers and agents as may be deemed necessary or appropriate by the Board from time to time.

2. Duties. The officers of this Association shall have the following duties:

(a) President. The President shall be the chief executive officer of the Association, having general overall supervision of all the business and officers of the Association, subject to the directions of the Board. He shall preside at all meetings of the members and Board and shall be an ex officio member of all standing committees. He shall execute alone or with the Secretary, or any other officer authorized by the Board, any deeds, mortgages, bonds, contracts or other instruments which are duly authorized to be executed, except any of such instruments which are required or permitted by law to be otherwise signed and executed, and except any of such instruments of which the execution shall have been expressly delegated by the Board to some other officer or agent of the Association. He shall perform any and all other duties incident to the office of President and such other duties as may be prescribed by the Board from time to time.

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(b) Past President. The President shall, at the conclusion of his term in office, assume the office of Past President. The primary function of the Past President shall be to provide continuity from his administration to that of his successor and to be a source of information, guidance and inspiration to all officers of the Association.

(c) Vice President. In the absence of the President or in the event of his death, inability or refusal to act, the Vice President (or in the event there be more than one Vice President, the Vice Presidents in the order designated at the time of their election or in the absence of any designation, then in the order of their election) shall perform the duties of the President and, when so acting, shall have all the powers of and be subject to all the restrictions upon the President. Any Vice President shall perform such duties as from time to time may be assigned to him by the President or by the Board.

(d) Secretary. The Secretary shall have custody of and maintain all of the corporate records except those maintained by the Treasurer, shall have custody of the corporate seal, shall record the minutes of all meetings of the membership and of the Board, shall have the primary responsibility but not the exclusive right to give notices required by the Bylaws, and shall perform any and all other duties incident to the office of Secretary and such other duties as from time to time may be prescribed by the Board or the President.

(e) Treasurer.

(1) The Treasurer shall have charge and custody of all corporate funds and financial records, shall keep full and accurate accounts of receipts and disbursements and render accounts thereof at the annual meetings of the Board and the membership and whenever else required by the Board or the President, shall deposit all monies and other valuable effects in the name of and to the credit of the Association in such depositories as may be designated from time to time by the Board, and shall perform any and all other duties incident to the office of Treasurer and such other duties as may be prescribed by the Board or the President.

(2) He shall collect the Assessments and shall promptly report the status of collections and of all delinquencies to the Board.

(3) He shall give status reports on the payment of Assessments by any Unit Owner to potential Unit purchasers, who may rely on such reports.

(4) Any of the duties of the Treasurer may be performed by a manager pursuant to the terms of any management agreement with the Association.

3. Election and Term.

(a) Each person named as an officer in the Articles of Incorporation shall hold office until the first annual

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meeting of the Board and until his successor shall have been elected and qualified, or until his earlier resignation, disqualification, removal from office or death.

(b) At each annual meeting of the Board, the directors then in office shall elect the officers of the Association for the ensuing year. The Board may elect the same person to fill any two or more offices, except that one (1) person may not be both President and Secretary. The failure to elect a President, Vice President, Secretary or Treasurer shall not affect the existence of the Association. No officer except the President need be a member of the Board, but after the Turnover Meeting each officer shall be a member or a Voting Representative of the Association.

(c) Each officer shall hold office until the next annual meeting of the Board and until his successor shall have been elected and qualified, or until his earlier resignation, disqualification, removal from office or death. The re-election of officers shall not be limited.

4. Removal of Officers. Any officer or agent elected or appointed by the Board may be removed by the Board, with or without cause, whenever in its judgment the best interests of the Association will be served thereby.

5. Resignation of Officers. Any officer or agent elected or appointed by the Board may resign such office by providing written notification of such resignation to the President or to the Secretary of the Association, and such resignation shall become effective immediately upon receipt of said notification or at such later date as may be specified in the notification.

6. Vacancies. Any vacancy in any office, regardless of the reason for the vacancy, may be filled by the Board. Any officer so elected shall hold office for the unexpired term of the officer he is replacing.

7. Compensation. At any time after the Turnover Meeting, the Board shall have the authority to fix and pay compensation in a reasonable amount to any of its officers for services rendered by reason of said office.

ARTICLE XII. INDEMNIFICATION OF OFFICERS AND DIRECTORS

1. Indemnification for Actions, Suits or Proceedings. The Association shall indemnify its officers and directors to the extent required by Florida law.

2. Other Indemnification. The indemnification provided by this Article shall not be deemed exclusive of any other rights to which those indemnified may be entitled under any Bylaw, agreement, or vote of the members or disinterested directors or otherwise, both as to actions in his official capacity and as to actions in another capacity while holding such position.

3. Liability Insurance. The Association may purchase and maintain insurance on behalf of any person who is or was a director or officer of the Association, or who is or was serving at the request of the Association as a director or officer of

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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 shall have indemnified him against such liability under the provisions of this Article.

ARTICLE XIII. ANNUAL BUDGET

1. Adoption by Board. The proposed annual budget for Common Expenses for the Condominium shall be adopted by the Board. Said budget shall be detailed and shall show the amounts budgeted by accounts and expense classifications as required by the Florida Statutes. In addition to annual operating expenses, the budget shall include reserve accounts for capital expenditures and deferred maintenance unless such reserve accounts are otherwise waived by the Association pursuant to the Florida Statutes. Not less than fourteen (14) days prior to the meeting at which the budget shall be considered, a copy of the proposed annual budget of Common Expenses, together with a notice of such meeting, shall be mailed by regular mail to the Unit Owners. Such meeting shall be open to the Unit Owners and Voting Representatives.

2. Excessive Assessments. In the event the adopted budget requires Assessments against Unit Owners in any accounting year which exceed one hundred fifteen percent (115%) of the Assessments for the preceding year, the Board, upon written application to the Board by Unit Owners owning at least ten percent (10%) of the votes in the Association, shall call a special meeting of the membership to be held within thirty (30) days of receipt of the written application and upon not less than ten (10) days written notice to each Unit Owner. The purpose of the special meeting shall be to consider and enact a budget. The Board may propose a revised budget to the members either at such membership meeting or in writing prior to said meeting.

At the special meeting the members shall consider and enact a budget. The adoption of the annual budget by the membership shall require the vote of a majority of all Voting Representatives.

In the event a meeting of the Unit Owners has been called and a quorum is not attained or the membership is unable to adopt a substitute budget at the meeting, the budget adopted by the Board shall go into effect as scheduled.

3. Determination of Increase. In determining whether Assessments exceed one hundred fifteen percent (115%) of Assessments for prior years, there shall be excluded from the computation any provision for reasonable reserves for repair or replacement of the Condominium Property, anticipated expenses of the Association which are not expected to be incurred on a regular or annual basis, or Assessments for betterments to the Condominium Property.

4. Limit on Increase of Budget. As long as Developer is in control of the Board, the Board shall not impose an Assessment for a year greater than one hundred fifteen percent (115%) of the prior accounting year's Assessment without the approval of a majority of all Voting Representatives.

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ARTICLE XIV. ASSESSMENTS

1. Determination and Payment. After the adoption of a budget, a determination of the annual Assessment per Unit shall be made by apportioning the total sum of said budget among the Unit Owners according to the percentage for sharing Common Expenses set forth in the Declaration. As provided in the Declaration, the annual assessment of the Homeowners' Association may be collected by the Association, in which case both assessments shall be made jointly against Unit Owners as a single assessment. Such annual Assessment shall be payable in monthly installments on the first (1st) day of each month. The Board shall promptly deliver or mail to each Unit Owner or other person who is designated in writing to receive such notice, a statement setting forth the amount of the annual Assessment, the amount of each monthly installment and the dates on which payment is due. The statement shall indicate whether the annual assessment of the Homeowners' Association has been included and, if so, the amount of such assessment. Such payments shall be due and payable regardless of whether or not members are sent or actually receive a written notice.

2. Failure to Adopt a Budget. If an annual budget has not been adopted for the accounting year at the start of said year, an Assessment in the amount of the last prior annual Assessment shall continue in force until changed by an amended Assessment.

3. Excess Income. If for any reason, the budget provides income in excess of the Association's needs, such over Assessments shall be retained by the Association in its account to be applied to the next ensuing year's expenses or rebated to the members, at the direction of the Board.

4. Amended Budget. Subject to the requirements of Article XIII above, in the event the annual Assessments prove to be insufficient, the budget and Assessments may be amended to some lesser or greater amount at any time by the Board.

5. Special Assessments. The Board shall have power to levy Special Assessments as necessary for actual economic needs of the Association without the consent of the members. The specific purpose or purposes of any Special Assessment shall be set forth in a written notice of such Special Assessment sent or delivered to each Unit Owner. The funds collected pursuant to a Special Assessment shall be used only for the specific purpose or purposes set forth in such notice, or such funds shall be returned to the Unit Owners. Nevertheless, upon completion of such specific purpose or purposes, any excess funds remaining from such Special Assessment shall be considered Common Surplus.

6. Initial Contribution Fee. At the time of purchase, an initial purchaser of a Unit, shall pay an initial fee of an amount equal to two (2) monthly installments of his annual Assessment as determined at said time, which sum shall be over and above the Assessments referred to herein. Said fees shall be allocated to one (1) or more working capital accounts, as may be determined by the Board from time to time; provided, however, said fees shall not be used for Common Expenses during any period of time during which Developer has guaranteed the Assessments against Unit Owners.

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7. Exemption of Developer. Notwithstanding anything contained herein to the contrary, Developer shall not be assessed as a Unit Owner for capital improvements without its written approval so long as it holds Units for sale in the ordinary course of business.

8. Reserves. Funds reserved pursuant to the requirements of the Florida Statutes, and interest accruing thereon, shall remain in the reserve account(s), and shall be used only for authorized reserve expenditures, unless their use for other purposes is approved in advance by a majority vote at a duly called meeting of the membership.

ARTICLE XV. RULES AND REGULATIONS

1. Adoption. The Board may adopt Rules and Regulations for the Association which shall be a list of certain reasonable restrictions on, and requirements for, the use, maintenance, and appearance of the Condominium Property or portions thereof and any land or facilities subject to Association powers pursuant to the Declaration. Such Rules and Regulations shall be in addition to all other requirements of the Declaration, the Declaration of Covenants, and the articles of incorporation and bylaws of the Association and the Homeowners' Association.

2. Modification. The Rules and Regulations may be modified, amended or repealed and new restrictions and requirements may be adopted from time to time by the majority vote of the Board.

3. Application. Every Unit Owner, occupant, guest and invitee shall be subject to the Rules and Regulations. Copies of such Rules and Regulations, as they may be amended from time to time, shall be made available by the Association to all Unit Owners and occupants of any Unit on request; however, the failure to make such a copy available shall not affect the enforceability of any rule or regulation in any instance.

4. Exceptions. The Board may, under special circumstances, waive or vary specific restrictions or requirements of the Rules and Regulations in individual cases upon a vote of two-thirds (2/3) of the entire Board. The Board may impose conditions on any waiver or variance.

ARTICLE XVI. REMEDIES FOR VIOLATION

1. Legal Remedies. In the event of violation of any provisions of the Condominium Act, Declaration, Articles of Incorporation, Bylaws, or Rules and Regulations, the Association, on its own behalf, may, but is not required to, bring appropriate action to enjoin such violation or to enforce the provisions of such document or sue for damages, or take all such courses of action at the same time, or bring appropriate action for such other legal or equitable remedy as it may deem appropriate. Failure by the Association to enforce any such provision shall in no event be deemed a waiver of the right to enforce later violations. Initiation and conclusion of the hearing procedures described hereinbelow shall not be a condition precedent to an action under this section.

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2. Hearing Procedures. In the event of violation of any of the provisions of the Condominium Act, Declaration, Articles of Incorporation, Bylaws, or Rules and Regulations, the Association shall have the right to initiate in-house hearing procedures. These hearing procedures shall constitute a separate remedy for the Association, and they are not a condition precedent to the remedies described in Section 1 above. In any such hearing procedure the alleged non-complying Owner shall be given a reasonable opportunity to be heard. The hearing shall be before a committee of other Unit Owners. Said Owner shall be notified by certified mail, return receipt requested, or by hand delivery, of any hearing before the hearing committee at least fourteen (14) days in advance of such hearing. The notice to the Owner shall include:

- (a) A statement of the date, time and place of the hearing.
- (b) A statement of the provisions of the document which have allegedly been violated; and
- (c) A short and plain statement of the matters asserted by the Association.

The party against whom a remedy 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 hearing committee. At the conclusion of testimony, the hearing committee shall deliberate the evidence. By a vote of the members of the hearing committee, the hearing committee shall determine whether a violation has occurred. If the hearing committee concludes that a violation has taken place, it shall have the right to elect any one (1) or a combination of the following remedies:

- (i) Reprimand the appropriate party;
- (ii) Levy a fine not in excess of One Hundred and no/100 Dollars (\$100.00) per violation;
- (iii) Levy a fine on the basis of each day of a continuing violation, with a single notice and opportunity for hearing, provided that no such fine shall in the aggregate exceed One Thousand and no/100 Dollars (\$1,000.00);
- (iv) Authorize the initiation of action under Section 1 above; and

If the hearing committee does not agree with a fine as set forth above, a fine may not be levied.

3. Cumulative. The remedies contained in this Article are in addition to and not in lieu of other remedies provided by law or otherwise.

4. Costs. In the event that the hearing committee determines that a violation has occurred pursuant to Section 2 above or in the event that the Association is the prevailing party in any action brought pursuant to Section 1 above, then all costs and

expenses of the Association incurred in such enforcement action(s), including without limitation filing and service of process fees, and attorneys' fees and costs incident to the proceeding, before trial, during trial, upon any appeal and in any post judgment proceedings, shall be paid to the Association by the Owner, or other defendant, determined to be in violation.

ARTICLE XVII. INSURANCE. BONDING

The insurance, other than title insurance, which shall be carried upon the Condominium Property and the property of the Unit Owners shall be governed by the following provisions:

1. Liability Insurance. The Board shall obtain and maintain public liability insurance covering all of the Common Elements, and insuring the Association and the Unit Owners, as their interests appear, in such amount as the Board may determine from time to time, in its sole discretion.

2. Casualty Insurance.

(a) The Association shall obtain fire and extended coverage insurance, vandalism and malicious mischief insurance, and, if any real property is in an area identified by the Department of Housing and Urban Development as having a special flood hazard, flood insurance. Such insurance shall insure all of the insurable improvements within the Condominium, including all real and personal property owned by the Association and all property required to be insured by the Association pursuant to Chapter 718 of the Florida Statutes, in and for the interest of the Association and all Unit Owners and their Mortgagees, as their interests may appear, in an amount equal to the maximum insurable replacement value, in accordance with the original plans and specifications of the Condominium buildings as actually built, including modifications, if any, as determined annually by the Board.

(b) All policies purchased by the Association shall be for the benefit of the Association, all Unit Owners, and their Mortgagees, as their interests may appear. Said policies shall provide that all insurance proceeds payable on account of loss or damage shall be payable to the Association. The Association shall be liable for the payment of premiums and for the renewal and sufficiency of policies, the failure to collect any insurance proceeds, and the form and content of the policies. The Association shall receive such proceeds as are paid and hold the same for the purposes herein stated, and for the benefit of the Association, the Unit Owners, and their respective Mortgagees (all three hereinafter sometimes collectively referred to as the "Beneficial Owners") as their interests may appear.

(c) Proceeds of insurance policies received by the Association shall be distributed to or for the benefit of the Beneficial Owners in the following manner:

(1) Reconstruction or Repair. If the damage for which the proceeds were paid, is to be repaired or reconstructed, the proceeds shall be paid to defray the

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cost thereof. Any proceeds remaining after defraying such costs shall be distributed to the Beneficial Owners, or retained, pursuant to subsection (f) below. All remittances to Unit Owners and their Mortgagees shall be payable jointly to them.

(2) Failure to Reconstruct or Repair. If it is determined, in the manner herein provided, that the damage for which the proceeds are paid shall not be repaired and restored, the proceeds shall be disbursed to the Beneficial Owners, with any remittance to any Unit Owner and his Mortgagee(s) being payable jointly to them. In the event of loss or damage to personal property belonging to the Association, and should the Board determine not to replace or repair such personal property as may be lost or damaged, the proceeds shall be distributed to the Beneficial Owners or retained pursuant to subsection (f) below.

(3) Record of Beneficial Ownership. In making distribution to Unit Owners and their Mortgagees, the Association may rely upon the Association records, as confirmed in writing by a title insurance company or abstract company authorized to do business in the State of Florida, concerning the names of the Unit Owners, their Mortgagees, and their respective shares of the distribution.

(d) Damage Less than "Substantial". When a loss or damage occurs, but said loss is less than "substantial" (as hereinafter defined), it shall be obligatory upon the Association and the Unit Owners to repair or restore the damage caused by said loss. The Board shall promptly obtain reliable and detailed estimates of the cost of repair and restoration, and shall promptly contract for the repair and restoration of the damage. If the proceeds of the insurance are insufficient to pay for the estimated cost of restoration and repair (or for the actual cost thereof, if the work has actually been done), the Association shall promptly, upon determination of the deficiency, levy a Special Assessment in the total amount of the deficiency against all Unit Owners. The percentage of such Special Assessment which shall be levied against each Unit Owner shall be the same as such Unit Owner's percentage interest in the Condominium Property. The insurance and any Special Assessment proceeds shall be disbursed by the Association for the repair and restoration of the Condominium Property.

(e) "Substantial" Damage. As used in these Bylaws, or in any other context dealing with this Condominium, the term "substantial" damage shall mean loss or damage whereby three-fourths (3/4) or more of the total space in the buildings on the Condominium Property is rendered untenable, or loss or damage whereby seventy-five percent (75%) or more of the total amount of insurance coverage on said buildings becomes payable. The Board shall promptly obtain reliable and detailed estimates of the cost of repair and restoration thereof. Should such "substantial" damage occur, then:

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(1) A membership meeting shall be called by the Board, to be held not later than sixty (60) days after the casualty, to determine the wishes of the membership with reference to the termination of the Condominium, subject to the following:

(i) If the insurance proceeds for restoration and repair are sufficient to cover the cost thereof so that no Special Assessment is required, then the Condominium Property shall be restored and repaired unless all of the Voting Representatives of the Condominium eligible to vote shall vote to abandon the Condominium, in which case the Condominium Property shall be terminated and removed from the provisions of the Condominium Act, in accordance with the Condominium Act.

(ii) If the insurance proceeds available for restoration and repair are not sufficient to cover the cost thereof so that a Special Assessment will be required, as set forth above, then a vote of the membership of the Condominium will be taken to determine whether said Special Assessment should be made, or whether the Condominium should be terminated. Said Special Assessment shall be made and the Condominium Property restored and repaired, unless all of the Voting Representatives of this Condominium entitled to vote shall vote to terminate the Condominium. In the absence of such a vote to terminate, the Association shall immediately levy such a Special Assessment.

(iii) Unless it is determined to terminate the Condominium, the Association shall proceed to negotiate and contract for such repairs and restoration, subject to the provisions set forth above. The insurance and any Special Assessment proceeds shall be disbursed by the Association for the repair and restoration of the Condominium Property.

(2) In the event any dispute shall arise as to whether or not "substantial" damage has occurred, it is agreed that such a finding made by the Board shall be binding upon all Unit Owners.

(f) Surplus. It shall be presumed that the first monies disbursed in payment of costs of repair and restoration shall be from insurance proceeds; and if there is a balance in the fund of such proceeds held by the Association after the payment of all costs of the repair and restoration, such balance may be retained as a reserve, or wholly or partially distributed at the discretion of the Board. In the event of distribution, the Association shall distribute any such balance to all Unit Owners in accordance with each Unit Owner's percentage interest in the Condominium Property, with each Unit Owner's distribution being payable jointly to such Unit Owner and his Mortgagee(s). Furthermore, if, following the payment of all costs of repair and

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restoration, there is a balance in the Association's fund for such purposes, to the extent that the balance remains from a Special Assessment for repair and restoration, such balance shall be distributed to the Unit Owners, with each Unit Owner's share of such balance being the same as the percentage of such Special Assessment he paid.

(g) Plans and Specifications. Any repair and restoration must be performed substantially in accordance with the original plans and specifications for the damaged building, or as the building was last constructed, or according to the plans approved by the Board. Any material or substantial change from such previously used plans and specifications shall not be made without the approval of all first Mortgagees of Units in such building.

3. Workmen's Compensation. The Board shall obtain Workmen's Compensation insurance to meet the requirements of law.

4. Fidelity Bonding. The Board shall obtain and maintain adequate insurance or fidelity bonding of all persons who control or disburse funds of the Association. The insurance policy or fidelity bond must cover the maximum funds that will be in the custody of the Association or its management agent at any one time. As used in this paragraph, the term "persons who control or disburse funds of the Association" includes, but is not limited to, those individuals authorized to sign checks and the President, Secretary, and Treasurer of the Association.

5. Other Insurance. The Board may obtain such other insurance as the Board shall determine from time to time to be desirable.

6. Insurance by Unit Owners. Each Unit Owner shall be solely responsible for purchasing, at his own expense, liability insurance to cover accidents occurring within his Unit. The form, content and coverage of the insurance required under this section must be acceptable to the Board in its sole discretion. Insurance policies issued to individual Unit Owners shall provide that the coverage afforded by such policies is excess coverage above the amount recoverable under any other policy covering the same property, without rights of subrogation against the Association.

7. Association's Power to Compromise Claim: The Association is hereby irrevocably appointed agent for each Unit Owner for the purpose of compromising and settling claims arising under insurance policies purchased by the Association and, upon the payment of claims, executing and delivering releases therefor.

8. Miscellaneous. Premiums for all insurance coverage or fidelity bonding obtained by the Association, and other expenses in connection with such insurance or fidelity bonding, shall be paid by the Association and be charged as a Common Expense. All such insurance or fidelity bonding shall be placed with good and responsible companies authorized to do business in Florida.

ARTICLE XVIII. BOOKS, RECORDS AND FINANCES

1. Accounting Year. The accounting year of the Association shall begin the first day of January in each year.

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The Board is expressly authorized to change this accounting year by resolution at any time for the convenience of the Association.

2. Records. From the inception of the Association, the Association shall maintain a copy of such records of the Association as are required by Chapter 718 of the Florida Statutes.

3. Funds.

(a) All funds of the Association shall be deposited from time to time to the credit of the Association in one (1) or more such banks, trust companies or other depositories as the Board may from time to time designate, upon such terms and conditions as shall be fixed by the Board. The Board may from time to time authorize the opening and keeping, with any such depository as it may designate, of general and special bank accounts and may make such special rules and regulations with respect thereto, not inconsistent with the provisions of these Bylaws, as it may deem necessary.

(b) The authorized signers on all depository accounts shall be the President, Vice President, Secretary, Treasurer, or such other officers or persons as the Board may from time to time designate. Except in the event of emergency, checks shall be issued only for bills within the provisions of the budget adopted by the Board or pursuant to special appropriations made by the Board.

(c) Drafts or other orders for the payment of money, other than depository accounts, and all notes or other evidences of indebtedness issued in the name of the Association shall be signed by such officer or officers, agent or agents of the Association, and in such manner as shall from time to time be determined by resolution of the Board. In the absence of such determination by the Board, such instruments shall be signed by the Treasurer or an Assistant Treasurer, if any, and countersigned by the President.

ARTICLE XIX. EMINENT DOMAIN

The Association shall represent the Unit Owners in any condemnation proceedings or in negotiations, settlements and agreements with any condemning authority for acquisition of the Common Elements or any part thereof. In the event of a taking or acquisition of part or all of the Common Elements by a condemning authority, the award or proceeds of settlement on account of such taking shall be payable to the Association for the use and benefit of the Unit Owners and their Mortgagees as their interests may appear. Any such taking or acquisition shall be deemed to be a loss for purposes of Section 2 of Article XVII above, the award or proceeds of settlement shall be treated as insurance proceeds for purposes of such Section, the decision whether or not to repair or restore such Common Elements shall be made in accordance with such Section, and any award payable as a result of such taking or acquisition shall be distributed or used in accordance with the provisions of such Section.

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ARTICLE XX. NONPROFIT OPERATIONS

This Association shall not authorize nor issue shares of stock. No dividend will be paid, and no part of the income of this Association will be distributed to its members, directors or officers. However, the Association may pay compensation in a reasonable amount to members, officers or directors for services rendered, subject to the limitations otherwise set forth herein.

ARTICLE XXI. CORPORATE SEAL

The Board shall provide a corporate seal which shall be circular in form and shall have inscribed thereon the name of the Association, the state of incorporation, the year of incorporation, and the words "corporation not for profit".

ARTICLE XXII. AMENDMENT TO BYLAWS

These Bylaws may be amended or repealed, unless specifically prohibited herein, at any meeting of the Board by a majority vote, provided that notice of said meeting is given in accordance with these Bylaws and that said notice contains a full statement of the proposed amendment. No amendment to the Bylaws shall be valid unless it is recorded and on the first page of such amendment is shown the book and page in the Pinellas County records where the Declaration is recorded. No Bylaw shall be revised or amended by reference to its title or number only. Proposals to amend existing Bylaws shall contain the full text of the Bylaws to be amended, new words shall be inserted in the text underlined, and words to be deleted shall be lined through with hyphens. However, if the proposed change is so extensive that this procedure would hinder, rather than assist, the understanding of the proposed amendment, it is not necessary to use underlining and hyphens as indicators of words added or deleted, but instead, a notation must be inserted immediately preceding the proposed amendment in substantially the following language: "Substantial rewording of Bylaw for present text." Nonmaterial errors or omissions in the Bylaw process shall not invalidate an otherwise properly promulgated amendment. No amendment to these Bylaws shall be adopted which would affect or impair the validity or priority of any Mortgage covering any Condominium Parcel.

ARTICLE XXIII. MISCELLANEOUS

1. Articles and Other Headings. The Articles and other headings contained in these Bylaws are for reference purposes only and shall not affect the meaning or interpretation of these Bylaws.
2. Gender and Number. Whenever the context requires, the gender of all words used herein shall include the masculine, feminine and neuter, and the number of all words shall include the singular and plural thereof.
3. Revocability of Authorizations. No authorization, assignment, referral or delegation of authority by the Board to any committee, officer, agent or other official of the Association shall preclude the Board from exercising the authority required to meet its responsibility for the operation of the Condominium. The

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Board shall retain the right to rescind any such authorization, assignment, referral or delegation in its sole discretion.

4. Validity. Should any of the covenants or provisions herein imposed or contained be void or become unenforceable at law or in equity, the remaining provisions of these Bylaws shall, nevertheless, be and remain in full force and effect. Defects or omissions in these Bylaws shall not affect the validity of the Condominium or the title to Condominium Parcels.

SECRETARY'S CERTIFICATE

THIS IS TO CERTIFY that I am the Secretary of SHORES OF LONG BAYOU X CONDOMINIUM ASSOCIATION, INC., and the foregoing Bylaws of said Association were duly adopted by the Board of Directors of the Association at the Organizational Meeting of said directors held on July 10, 2000

Dated: July 10, 2000


Secretary

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