

# **Rules and Regulations**

## **C. H. Beach Resort**

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D.P. 5475 PAGE 471

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DECLARATION OF CONDOMINIUM  
OF

CARRIAGE HOUSE BEACH RESORT, A CONDOMINIUM

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MADE by the undersigned Developer, GULLO CORPORATION, INC., a Florida corporation, for itself, its successors, grantees and assigns.

The undersigned Developer, being the owner of fee simple title of record to those certain lands located and situate in Pinellas County, Florida, being more particularly described as follows:

The North half (N 1/2) of Lot 7, and all of Lots 8 and 9, GULF VIEW BEACH SUBDIVISION, according to the map or plat thereof as recorded in Plat Book 25, page 17, of the Public Records of Pinellas County, Florida.

does hereby submit the said lands and improvements thereon to condominium ownership pursuant to the presently existing provisions of Chapter 718 of the Florida Statutes, hereinafter referred to as the "Condominium Act".

1. NAME

The name by which this Condominium is to be identified is:  
CARRIAGE HOUSE BEACH RESORT, A CONDOMINIUM.

2. DEFINITIONS

The terms used in this Declaration and in its exhibits, including the Articles of Incorporation and By-Laws of the C. H. BEACH RESORT CONDOMINIUM ASSOCIATION, INC., shall be defined in accordance with the provisions of the Condominium Act, and as follows unless the context otherwise requires:

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

2.2 Association means C. H. BEACH RESORT CONDOMINIUM ASSOCIATION, INC., a Florida corporation not for profit, and its successors.

2.3 Board of Directors means the representative body responsible for the administration of the Association.

2.4 By-laws means the By-laws of the Association, as the same presently exist, and as the same may be amended from time to time.

2.5 Common Elements shall include:

- (a) All of those items stated in the Condominium Act; and
- (b) Tangible personal property deemed proper by the Association for the maintenance and operation of the Condominium, even though owned by the Association; and
- (c) All Condominium Property not included in the Units.

Condominium Plats pertaining hereto are recorded in Condominium Plat Book 66  
inclusive, public records of Pinellas County, Florida.  
Pages 112-116

RETURN TO

This instrument was prepared by:

PETER T. HOFSTRA  
of DeLoach & Hofstra, P.A.  
8486 Seminole Boulevard  
P. O. Box 3392  
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EXHIBIT "A" TO  
PROSPECTUS

2.6 Common Expenses include:

- (a) Expenses of administration and management of the Association and of the Condominium Property; and
- (b) Expenses of maintenance, operation, repair or replacement of the Common Elements, and of the portions of Units to be maintained by the Association; and
- (c) Costs and expenses of capital improvements and betterments, and additions, or both, to the Common Elements; and
- (d) Expenses declared Common Expenses by the provisions of this Declaration or by the By-Laws; and
- (e) Costs and expenses incurred by the Association in connection with the furnishing of Utility Services to the Common Elements and the Units;
- (f) Any valid charge against the Condominium Property as a whole.

2.7 Common Surplus means the excess of all receipts of the Association including, but not limited to, Assessments, rents, profits, and revenues on account of the Common Elements, over and above the amount of Common Expenses.

2.8 Condominium Parcel is a separate parcel of real property, the ownership of which may be in fee simple, or any other estate in real property recognized by law.

2.9 Condominium Property means, and includes the land in the Condominium, whether or not contiguous, and all improvements thereon and all easements and rights appurtenant thereto, intended for use in connection with the Condominium.

2.10 Institutional Lender means any commercial bank, commercial mortgage company, life insurance company, savings and loan association, or real estate investment trust, or any other individual or entity which holds mortgages on more than ten (10) Units or Unit Weeks within the Condominium, authorized to transact business in the State Florida.

2.11 Limited Common Elements, if any, are those portions of the Common Elements which are reserved for or attributable to the exclusive use of the Owner or Owners of a certain Unit, whether such use is assigned as an appurtenance to a Unit or separate thereto.

2.12 Unit means a part of the Condominium Property which is subject to private ownership.

2.13 Unit Owner or Owner of a Unit means the owner of a Condominium Parcel.

2.14 Utility Services shall include, but not be limited to, electric power, gas, water, air conditioning, garbage and sewage disposal, and all other public service and convenience facilities.

2.15 Interval Ownership Definitions. The following definitions shall refer only to those Units committed to and sold under a plan of Interval Ownership:

- (a) Interval Ownership is a concept whereby Units and the share of the Common Elements appurtenant to the respective Units are conveyed for periods of time, the purchaser receiving a stated time period for a period of years, together with, on the anniversary date of the recordation of this Declaration in the year 2022, a remainder over in fee simple as tenant in common with all other purchasers of Unit Weeks in each

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such Unit in that percentage interest determined and established by Exhibit "A" attached hereto and made a part hereof.

(b) (1) Unit Week means a period of ownership in a Unit Committed to Interval Ownership which shall consist of not less than seven (7) days.

(2) Unit Weeks are computed as follows:

Unit Week No. 1 is the seven (7) days commencing on the first Saturday in each year. Unit Week No. 2 is the seven (7) days succeeding Unit Week No. 1. Additional weeks up to and including Week No. 51 are computed in a like manner. Unit Week No. 52 contains the seven (7) days succeeding Unit Week No. 51 without regard to the month or year, plus any excess days not otherwise assigned. Unit Weeks run from noon on the first Saturday of the period to noon on the last Saturday of the period.

(c) Unit Committed to Interval Ownership shall be any Unit sold under a plan of Interval Ownership.

(d) Interval Owner means the owner of one (1) or more Unit Weeks.

3. COMMITTING A UNIT TO INTERVAL OWNERSHIP

3.1 Disclosure. TIME SHARE ESTATES AS DEFINED IN SECTION 718.103(19), FLORIDA STATUTES (1979), WILL BE CREATED WITH RESPECT TO UNITS IN THIS CONDOMINIUM.

3.2 Procedure. A Unit shall become a Unit Committed to Interval Ownership upon the recording of the first deed conveying Unit Weeks in said Unit. No Unit may be committed to Interval Ownership by any person or entity other than Developer. A Unit shall no longer be committed to Interval Ownership any time all Unit Weeks are owned by the same legal entity. Notwithstanding the above, Developer may assign its right to commit Units to Interval Ownership to any other entity to which it conveys substantially all Units which Developer owns in the Condominium Property.

3.3 Number of Unit Weeks. There are forty-two (42) Units in this Condominium, each of which may contain fifty-two (52) Unit Weeks resulting in a maximum of two thousand one hundred eighty-four (2,184) Unit Weeks in the Condominium.

3.4 Interval Owners. Wherever the term Unit Owner or Unit Owners or Owners is used in this Declaration, it shall be construed where applicable to include all Interval Owners within any Unit Committed to Interval Ownership as one (1) Unit Owner. The interests of each Interval Owner within a Unit Committed to Interval Ownership with respect to each other is delineated on Exhibit "A".

3.5 Maintenance Week. Upon conveying thirty (30) Unit Weeks in any Unit Committed to Interval Ownership, or six (6) months from the date of the first conveyance under Interval Ownership in any Unit Committed to Interval Ownership, whichever date occurs first, Developer agrees to convey and the Association agrees to accept one (1) Unit Week to be used for maintenance purposes. Developer shall have the right to choose the Unit Week to be so conveyed. In the event any one (1) person or entity becomes holder of record title to all Unit Weeks in any one (1) Unit, that person or entity may cause the Association to convey the Unit Week conveyed to the Association to him or it by notifying the Association, in writing, of his or its desire that said Unit cease being a Unit Committed to Interval Ownership. The Association shall execute the necessary papers to complete said conveyance no later than sixty (60) days after notice. All expenses of said conveyance, including state stamps and recording fees, shall be borne by the person or entity desiring such conveyance.

3.6 Personal Property. The furnishings, furniture, and other personal property located within a Unit Committed to Interval Ownership

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shall be owned by the Association. Developer shall convey said personal property to the Association by Bill of Sale. Notwithstanding that said personal property is owned by the Association, only those individuals rightfully in possession of the Unit wherein said personal property is located shall have the right to use said personal property. Nothing herein shall be construed so as to prohibit the Association from transferring said personal property from Unit to Unit as the Association in its sole discretion determines advisable or necessary.

#### 4. SURVEY

4.1 Survey. A survey of the land and a graphic description of the improvements in which Units are located which identifies each Unit by letter, name, number, or any combination thereof, so that no Unit bears the same designation as any other Unit, and a plot plan thereof, all in sufficient detail to identify the Common Elements and each Unit and their relative locations and approximate dimensions, are attached hereto as a part of Exhibit "B" and made a part hereof.

4.2 Amendment of Plans. Developer reserves the right to change the exterior and interior design and arrangement of all Units (including, but not limited to, the right to add additional floors and rooms to Units), so long as Developer owns the Units so changed and altered, provided such change shall be reflected by an amendment to this Declaration, and provided, further, that an amendment for such purpose need be signed and acknowledged only by Developer and need not be approved by the Association nor by Unit Owners or Interval Owners, whether or not elsewhere required for an amendment. The cost of any such change shall be the responsibility of Developer.

4.3 Alteration of Boundaries and Unit Dimensions. Developer reserves the right to alter the boundaries between Units so long as Developer owns the Units so altered; to increase or decrease the number of Units and to alter the boundaries of the Common Elements so long as Developer owns the Units abutting the Common Elements where the boundaries are being altered, provided such change shall be reflected by an amendment to this Declaration, and provided, further, that an amendment for such purposes need be signed and acknowledged only by Developer and approved by the Institutional Lender(s) holding mortgages upon the Units affected, where the said Units are encumbered by individual mortgages or where they are included in an overall mortgage on the buildings, and such amendment need not be approved by the Association nor by Unit Owners or Interval Owners, whether or not elsewhere required for an amendment.

4.4 Alteration of Common Elements. Developer reserves the right to alter the Common Elements and designate certain Common Elements as Limited Common Elements so long as Developer owns any interest in the Condominium, provided such change shall be reflected by an amendment to this Declaration, and provided, further, that an amendment for such purpose need be signed and acknowledged only by Developer and need not be approved by the Association nor by Unit Owners or Interval Owners, whether or not elsewhere required for an amendment. The cost of any such alteration to the Common Elements shall be the responsibility of Developer.

4.5 Amendment Surveys. Any amendment to this Declaration made pursuant to paragraphs 4.2, 4.3 or 4.4 shall be accompanied by a survey which reflects any such changes made to the Condominium Property. Said survey shall comply with all requirements of the Condominium Act.

#### 5. EASEMENTS

5.1 Utilities. Easements are reserved through the Condominium Property as may be required for Utility Services in order to serve the Condominium, provided, however, such easements shall be only according to the plans and specifications for the buildings, or as the buildings are constructed, unless approved in writing by the affected Unit Owners or Interval Owners.

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5.2 Encroachments. In the event that any Unit shall encroach upon any of the Common Elements or upon any other Unit for any reason other than the intentional or negligent act of the Unit Owner or an Interval Owner, or in the event any Common Element shall encroach upon any Unit, then an easement shall exist to the extent of such an encroachment so long as the same shall exist.

5.3 Traffic. An easement shall exist for pedestrian traffic over, through and across sidewalks, paths, walks, halls, lobbies, 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 or otherwise intended for purposes of ingress, egress and access to the public ways and for such other purposes as are commensurate with need; provided, however, 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 space may be specifically designated and assigned for parking purposes.

6. UNIT BOUNDARIES

Each Unit shall include that part of the building containing the Unit that lies within the boundaries of the Unit, which boundaries are as follows:

6.1 Upper and Lower Boundaries. The upper and lower boundaries of the Unit shall be the following boundaries extended to an intersection with their perimetrical boundaries:

(a) Upper Boundaries - The horizontal plane established by the highest point of the unfinished ceiling.

(b) Lower Boundaries - The horizontal plane established by the lowest point of the unfinished floor.

6.2 Perimetrical Boundaries. The perimetrical boundaries of the Unit shall be the vertical planes established by the unfinished interior of the walls, doors, and windows bounding the Unit extending to the intersections with each other and with the upper and lower boundaries, and where there is attached to the building a balcony, loggia, patio or canopy, the perimetrical boundaries shall be extended to include the same.

7. COMMON OWNERSHIP

The Owner(s) of each Unit shall own an undivided one forty-second (1/42nd) share and interest in the Common Elements and Common Surplus, which share and interest shall be appurtenant to the Unit.

8. MAINTENANCE, ALTERATION AND IMPROVEMENT

Responsibility for the maintenance of the Condominium Property, and restrictions upon its alteration and improvement shall be as follows:

8.1 Responsibility.

(a) By the Association. The Association shall maintain, repair and replace at the Association's expense:

(1) All Common Elements.

(2) All portions of a Unit, except interior surfaces, contributing to the support of the building, which portions shall include, but not be limited to, load-bearing columns and load-bearing walls.

(3) All conduits, ducts, plumbing, wiring, and other facilities for the furnishing of Utility Services contained in the portions of a Unit that service part or parts of the Condominium Property other than the Unit within which contained.

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(4) In the case of a Unit Committed to Interval Ownership, all portions of a Unit including furnishings and fixtures located therein.

(5) All incidental damage caused to a Unit by reason of maintenance, repair and replacement accomplished pursuant to the provisions of 8.1(a) (1), (2), (3), and (4) above.

(b) By the Owner of a Unit Not Committed to Interval Ownership. The responsibility of the Owner of a Unit Not Committed to Interval Ownership for maintenance, repair and replacement shall be as follows:

(1) To maintain, repair and replace at his expense all portions of his Unit, except those portions to be maintained, repaired, and replaced by the Association. The Unit Owner shall maintain, repair, and replace all components of the air conditioning unit which services the Unit Owner's Unit. Included within the responsibility of the Unit Owner shall be windows, screens and doors opening into or onto his Unit. All such maintenance, repair and replacement shall be done without disturbing the rights of other Unit Owners or Interval Owners. Notwithstanding that the Unit Owner is responsible for maintaining, repairing, and replacing the screens of his Unit, the Association shall have the right to govern the type and color of said screens so as to maintain a continuity of appearance of the Condominium Property.

(2) To be responsible for the extermination of vermin in his Unit.

(3) Not to modify, alter, paint or otherwise decorate or change the appearance, decor or demeanor of any portion of the Common Elements of the Condominium Property, without the prior approval, in writing, of the Association, which may be arbitrarily withheld. A Unit Owner shall not attach any thing or fixture to the Common Elements of the Condominium Property without the prior approval, in writing, of the Association, which may be arbitrarily withheld.

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

(c) By an Interval Owner in a Unit Committed to Interval Ownership. The responsibility of an Interval Owner in a Unit Committed to Interval Ownership for maintenance, repair and replacement shall be as follows:

(1) To pay his proportionate share of the cost of the maintenance and repair of all interior and exterior components of said Unit, the cost of maintenance, repair and replacement of all appliances, furniture, carpeting, fixtures, equipment, utensils, and other personal property within said Unit, and such other costs of repair, maintenance, upkeep and operation of the Unit as is necessary to the continued enjoyment of said Unit by all Interval Owners therein.

(2) Not to make, cause, or allow to be made, any repairs, modifications, alterations, or replacements to the Common Elements, outside or exterior portion of the buildings whether within a Unit or part of the Common Elements, exterior or interior of his Unit, or of the furnishings, appliances, personal property, or decor thereof, without the prior written consent of the Association, and all other Interval Owners therein.

(3) To pay any and all expenses of repairs or replacements to the Unit or its components, furnishings, carpeting, appliances, or other property, real, personal, or mixed, occasioned by the specific use or abuse of an Interval Owner in any Unit, or any licensee or tenant of said Interval Owner.

(4) To allow the Association to determine the interior color scheme, decor, and furnishings of each such Unit, as well as the proper time for redecorating and replacing thereof.

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8.2 Failure to Maintain. In the event that a Unit Owner or an Interval Owner fails to maintain his respective Unit as required herein, or makes any alterations or additions without the required written consent, or otherwise violates or threatens to violate the provisions hereof, then the Association shall have the right to proceed in a court of equity for an injunction to seek compliance with the provisions hereof. In lieu thereof, and in addition thereto, the Association shall have the right to levy an Assessment against the Unit Owner or Interval Owner, and the Unit or Unit Week, for such necessary sums to remove any unauthorized addition or alteration and to restore the property to good condition and repair. Where said failure, alteration, addition, or other violation is attributable to an Interval Owner in a Unit Committed to Interval Ownership, any such levy of an Assessment shall be limited to the Unit Weeks owned by said Interval Owner and shall be of no force and effect as to any other Interval Owner in said Unit. Said Assessment shall have the same force and effect as all other special Assessments. The Association shall have the further right to have its employees or agents, or any subcontractors appointed by it, enter a Unit at all reasonable times to do such work as is deemed necessary by the Association to enforce compliance with the provisions hereof.

8.3 Alteration and Improvement. After the completion of the improvements included in the Condominium Property which are contemplated by Developer, there shall be no alteration or further improvement of the Condominium Property without the prior approval, in writing, of seventy-five (75%) percent of all Unit Owners, together with the approval of the Association. The cost of such alteration or improvement shall be a Common Expense and so assessed. Any such alteration or improvement shall not interfere with the rights of any Unit Owner or Interval Owner without his consent. Provided, however, that this paragraph shall not affect the rights reserved unto Developer in paragraphs 4.2, 4.3, and 4.4.

9. LIABILITY FOR COMMON EXPENSES AND ASSESSMENTS

9.1 Common Expenses. Each Unit Owner shall be liable for a share of the Common Expenses, such share being equal to his undivided interest of common ownership as set forth in paragraph 7.

9.2 Maintenance Fee for Units Committed to Interval Ownership. All Interval Owners in Units Committed to Interval Ownership shall pay a Maintenance Fee. The Maintenance Fee for each Unit Committed to Interval Ownership shall include the following:

- (a) The particular Unit's share of Common Expenses, as set forth in paragraph 9.1; and
- (b) Repair and upkeep of Units for normal wear and tear; and
- (c) Repair and replacement of furniture, fixtures, appliances, carpeting, and utensils located within the Units; and
- (d) Casualty and/or liability insurance on the Unit; and
- (e) Utilities for the subject Unit; and
- (f) Any other expenses incurred in the normal operation and maintenance of the Unit which cannot be attributed to a particular Interval Owner.

The Maintenance Fee for each Unit Committed to Interval Ownership shall be prorated among all Interval Owners in a specific Unit by applying a fraction, the numerator of which is the number of Unit Weeks owned by a specific Interval Owner, the denominator of which is fifty-one (51), to the total of all such expenses. The foregoing shall not apply to any Unit Week conveyed to the Association.

9.3 Per Dien Charges. The Association shall have the right to assess per dien charges against Interval Owners of particular Unit types,

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provided that such charges are assessed uniformly against all Interval Owners within a particular Unit type. The following is a non-exclusive list of Unit types: one (1) bedroom, one (1) bathroom Units; two (2) bedroom, two (2) bathroom Units; and penthouse Units. The Association shall have all rights of collection with respect to said charges as it has with respect to Common Expenses and Maintenance Fees.

9.4 Assessments. The making and collecting of Assessments against each Unit Owner for Common Expenses, and for reserves as may from time to time be established by the Association, shall be pursuant to the By-Laws, subject to the following provisions:

(a) Interest: Application of Payments. Assessments and installments on such Assessments paid on or before five (5) days after the date when due, shall not bear interest, but all sums not paid on or before five (5) days after the date when due shall bear interest at the rate of ten (10%) percent per annum from the date when due until paid. All payments on accounts shall be first applied to interest and then to the Assessment payment first due.

(b) Lien for Assessments. The Association shall have a lien against each Unit or Unit Week for any unpaid Assessments levied against the Owner thereof, and for interest accruing thereon, which lien shall also secure all costs, including reasonable attorneys' fees, incurred by the Association incident to the collection of such Assessment or enforcement of such lien, whether or not legal proceedings are initiated. The said lien may be recorded among the Public Records of Pinellas County, Florida, by filing a claim therein, which states the legal description of the Unit or Unit Week, and the amount claimed to be due, and said lien shall continue in effect until all sums secured by the lien, shall have been paid. Such claims of lien may be signed and verified by an officer of the Association, or by an agent of the Association. Upon full payment, the party making payment shall be entitled to a recordable satisfaction of lien, to be prepared by and recorded at his expense. All such liens shall be subordinate to the lien of a mortgage or other lien recorded prior to the date of recording the claim of lien, and all such liens may be foreclosed by suit brought in the name of the Association in the manner as a foreclosure of a mortgage on real property. In any such foreclosure, the Owner of the Unit or Unit Week subject to the lien shall be required to pay a reasonable rental for the Unit or Unit Week, and the Association shall be entitled to the appointment of a receiver to collect same. The Association may also, at its option, sue to recover a money judgment against the Unit Owner or Interval Owner for unpaid Assessments, without thereby waiving the lien securing the same. In the event an Institutional Lender as holder of a first mortgage of record shall obtain title to a Unit or Unit Week as a result of the foreclosure of a first mortgage, or in the event such mortgagee as to a first mortgage of record shall obtain title to a Unit or Unit Week as the result of a conveyance in lieu of foreclosure of such first mortgage, such mortgagee shall not be liable for that share of the Common Expenses or Assessments chargeable to the Unit or Unit Week, or the Owner thereof, which became due prior to the acquisition of title by such mortgagee, unless the claim of lien was recorded prior to the mortgage. Such unpaid share of Common Expenses, or Assessments, chargeable against any such foreclosed Unit or Unit Week, or against such a Unit or Unit Week transferred in lieu of foreclosure, shall be deemed a Common Expense, to be paid as other Common Expenses by all Unit Owners or Interval Owners, including such mortgagee. During any period such mortgagee shall hold title to the Unit or Unit Week, any such share of Common Expenses, or Assessments chargeable against any such foreclosed Unit or Unit Week, or against any such Unit or Unit Week transferred in lieu of foreclosure, shall be deemed the obligation of the mortgagee.

In the case of a lien against an Interval Owner in a Unit Committed to Interval Ownership, said lien shall be limited to the Unit Weeks owned by said Interval Owner, and shall not encumber the property of any other Interval Owner in said Unit.

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9.5 Collection. The Association shall have the power and authority to charge, assess and collect all fees, charges and Assessments from Unit Owners and Interval Owners, and shall use such remedies for collection as are allowed by this Declaration, the Association's Articles of Incorporation, the By-Laws, and the laws of the State of Florida.

10. ASSOCIATION

The operation of the Condominium shall be by the Association, which shall fulfill its functions pursuant to the following provisions:

10.1 Membership in Association. Membership of each Unit Owner or Interval Owner in the Association shall be acquired pursuant to the provisions of the Articles of Incorporation and By-Laws of the Association. The interest of each Unit Owner or Interval Owner in the funds and assets held by the Association shall be in the same proportion as the liability of each such owner for Common Expenses. Each Unit Owner shall be entitled to one (1) vote for each Unit owned. The vote of a Unit shall not be divisible. Notwithstanding the above, each Interval Owner in a Unit Committed to Interval Ownership shall be entitled to vote at meetings of the Association and shall be entitled to one fifty-first (1/51) vote for each Unit Week owned.

10.2 Articles of Incorporation. A copy of the Articles of Incorporation of the Association is attached hereto as Exhibit "C" and made a part hereof.

10.3 By-Laws. A copy of the By-Laws is attached hereto as Exhibit "D" and made a part hereof.

10.4 Limitation upon Liability of Association. Notwithstanding the duty of the Association to maintain and repair portions of the Condominium Property, the Association shall not be liable to Unit Owners or Interval Owners for injury or damage, other than the cost of maintenance and repair, caused by any latent condition of the property to be maintained and repaired by the Association, or caused by the elements or other Unit Owners, Interval Owners, or persons.

10.5 Restraint upon Assignment of Shares and Assets. The Unit Owner's or Interval Owner's share in the funds and assets of the Association cannot and shall not be assigned, hypothecated or transferred in any manner except as an appurtenance to his Unit or Unit Week.

10.6 Approval or Disapproval of Matters. Whenever the decision of a Unit Owner or Interval Owner is required upon any matter, whether or not the subject of an Association meeting, such decision shall be expressed by the same person who would cast the vote of such Unit Owner or Interval Owner if in an Association meeting, unless the joinder of record Unit Owners or Interval Owners is specifically required by this Declaration.

10.7 Notice to Mortgagees. In the event that the holder of a mortgage encumbering any interest within the Condominium Property provides the Association with written notice of the existence of the mortgage, then the Association shall provide such mortgagee timely written notice of the following:

(a) Any condemnation loss or any casualty loss which affects a material portion of the Condominium Property or which affects the interest in the Condominium Property encumbered by the mortgage;

(b) Any delinquency in the payment of Assessments, Maintenance Fees or other charges owed by the owner of the interest in the Condominium Property encumbered by the mortgage to the Association which remains uncured for a period of sixty (60) days;

(c) Any lapse, cancellation, or material modification of any insurance policy or fidelity bond maintained by the Association; and

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(d) Any proposed action by the Association which would require the written consent of the holders of mortgages upon interests in the Condominium Property.

In order to avail itself of the provisions of this paragraph 10.7 the holder of a mortgage encumbering an interest in the Condominium Property shall include the following information in its notice to the Association:

- (a) name of mortgagor;
- (b) interest in Condominium Property encumbered by the mortgage; and
- (c) name and address of mortgagee.

The Association shall have the right to rely upon the above information until it receives written notice to the contrary.

For the purposes of this paragraph 10.7, the holder of a mortgage encumbering an interest in the Condominium Property shall be deemed to include insurers or guarantors of said mortgage as well as the holder itself.

11. INSURANCE

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

11.1 Authority to Purchase; Named Insured. All insurance policies upon the Condominium Property shall be purchased by the Association. The named insured shall be the Association individually and as agent for the Unit Owners and Interval Owners, without naming them, and as agent for their respective mortgagees. Provisions shall be made for the issuance of the mortgagee endorsements and memoranda of insurance to the mortgagees of Unit Owners and Interval Owners. Such policies shall provide that payments by the insurer for losses shall be made to the Association or an insurance trustee, and all policies and their endorsements shall be deposited with the Association or an insurance trustee as set forth herein.

11.2 Personal Property of Unit Owner and Interval Owner. Unit Owners and Interval Owners shall, if they so desire, obtain coverage at their own expense upon their personal property and for their personal liability and living expense and such insurance shall not be the responsibility of the Association.

11.3 Coverage.

(a) Casualty. All buildings and improvements upon the Condominium Property shall be insured in an amount equal to the insurable replacement value, excluding foundation and excavation costs, and all personal property included in the Common Elements shall be insured for its value, all as shall be determined annually by the Board of Directors. All such coverage, including the amount thereof and the insurance company issuing same, shall be subject to the approval of the Institutional Lender holding the greatest dollar amount of first mortgages against Units in the Condominium. Coverage shall afford protection against:

- (1) Loss or damage by fire and other hazards covered by a standard extended coverage endorsement; and
- (2) Such other risks as from time to time shall be customarily covered with respect to buildings similar in construction, location and use as the buildings on the land, including but not limited to vandalism and malicious mischief.

(b) Public Liability in such amounts and with such coverage as shall be required by the Board of Directors, including but not limited

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to hired vehicles, owned, and non-owned vehicle coverages, and with cross liability endorsements to cover liabilities of the Unit Owners as a group to a Unit Owner.

(c) Workmen's Compensation insurance to meet the requirements of law.

(d) Such Other Insurance that the Board of Directors shall determine from time to time to be desirable.

(e) Insurance on Units Committed to Interval Ownership. The Board of Directors shall obtain casualty and liability insurance on all Units Committed to Interval Ownership. Each such policy shall reflect the respective interests of the Association, and all Interval Owners in each such Unit. Casualty insurance shall be in an amount equal to the maximum insurable replacement value of the Unit and the personal property located therein without deduction for depreciation as determined annually by the Board of Directors. The premiums for such insurance coverage shall be a part of the Maintenance Fee. All losses thereunder shall be payable to the Association or insurance trustee as set forth herein. All such proceeds shall be used for the purpose of repair or replacement of any loss, or in the event such loss is not to be repaired or replaced, as determined elsewhere, to be divided among all Interval Owners in such Unit in accordance with their percentage interest in remainder. Any deficit or overage in such proceeds, after repair or replacement, shall be divided among all such Interval Owners in that Unit in accordance with the percentages set forth in Exhibit "A". Deficits shall be treated as part of the Maintenance Fee next due.

11.4 Premiums. Premiums upon insurance policies purchased by the Association shall be paid by the Association as a Common Expense.

11.5 Insurance Trustee; Share of Proceeds. All insurance policies purchased by the Association shall be for the benefit of the Association, the Unit Owners, the Interval Owners, and their respective mortgagees as their interests may appear. All such policies shall provide that all proceeds covering property losses shall be paid to the Association or to a trustee in Florida with trust powers as may be designated as insurance trustee from time to time by the Board of Directors when required by this Declaration. The selection of an insurance trustee is subject to the approval of the Institutional Lender holding the greatest dollar amount of first mortgages against the Units in the Condominium. The insurance trustee shall not be liable for payment of premiums nor for the failure to collect any insurance proceeds. The duty of the insurance trustee and the Association shall be to receive such proceeds as are paid and hold the proceeds in trust for the purposes stated herein for the benefit of the Unit Owners, the Interval Owners, and their respective mortgagees in the following shares, provided, however, such shares need not be set forth on the records of the insurance trustee:

(a) Proceeds on Account of Damage to Common Elements. An undivided share for each Unit Owner and Interval Owner, such share being the same as the undivided share in the Common Elements appurtenant to his Unit.

(b) Units. Proceeds on account of damage to Units shall be held in the following undivided shares:

(1) When the Building is to be Restored. For the Owners of damaged Units in proportion to the cost of repairing the damage suffered by each Unit Owner or Interval Owner, said cost to be determined by the Association.

(2) When the Building is Not to be Restored: An undivided share for each Unit Owner and Interval Owner, such share being the same as the undivided share in the Common Elements appurtenant to his Unit.

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(c) Mortgagees. In the event a mortgagee endorsement has been issued to a Unit, the share of the Unit Owner or the Interval Owner, shall be held in trust for the mortgagee and the Unit Owner or the Interval Owner, as their interests may appear; provided, however, that no mortgagee shall have any right to determine or participate in the determination as to whether any damaged property shall be reconstructed or repaired, and no mortgagee shall have any right to apply or have applied to the reduction of a mortgage debt any insurance proceeds except distributions of such proceeds made to the Unit Owner or the Interval Owner, and mortgagee pursuant to the provisions of this Declaration. Notwithstanding the foregoing, the mortgagee shall have the right to apply or have applied to the reduction of its mortgage debt any or all sums of insurance proceeds applicable to its mortgaged Unit or Unit Week in any of the following events:

(1) Its mortgage is not in good standing and is in default; or

(2) Insurance proceeds are insufficient to restore or repair the building to the condition existing prior to the loss and additional monies are not available for such purpose.

(d) Insurance Trustee. An insurance trustee need not be appointed until there exists a major damage as defined at paragraphs 12.1(b)(2) and 12.6(b)(2).

11.6 Distribution of Proceeds. Proceeds of insurance policies received by the Association or by the insurance trustee shall be distributed to or for the benefit of the beneficial owners in the following manner:

(a) All expenses of the insurance trustee shall be paid first or provisions made for such payment.

(b) If the damage for which the proceeds are paid is to be repaired or reconstructed, the proceeds shall be paid to defray the cost thereof as provided herein. Any proceeds remaining after defraying such cost shall be distributed to the beneficial owners, remittances to Unit Owners, Interval Owners, and their respective mortgagees being payable jointly to them. This is a covenant for the benefit of, and may be enforced by, any mortgagee of a Unit or Unit Week.

(c) If it is determined in the manner provided herein that the damage for which proceeds are paid shall not be reconstructed or repaired, the proceeds shall be distributed to the beneficial owners, remittances to Unit Owners, Interval Owners, and their respective mortgagees being payable jointly to them. This is a covenant for the benefit of, and may be enforced by, the mortgagee of a Unit or Unit Week.

(d) In making distribution to Unit Owners, Interval Owners, and their respective mortgagees, the insurance trustee may rely upon a Certificate of the Association made by its President and Secretary/Treasurer as to the names of the Unit Owners, Interval Owners, and their respective shares of the distribution.

11.7 Association as Agent. The Association is hereby irrevocably appointed agent for each Unit Owner and Interval Owner, and for each owner of any other interest in the Condominium Property to adjust all claims arising under the insurance policies purchased by the Association and to execute and deliver releases upon the payment of a claim.

11.8 Notice of Insurance Coverage. In any legal action in which the Association may be exposed to liability in excess of insurance coverage protecting it, the Unit Owners, and the Interval Owners, the Association shall give written notice of the exposure within a reasonable time to all Unit Owners and Interval Owners who may be exposed to the liability and they shall have the right to intervene and defend.

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11.9 Inspection of Insurance Policy. A copy of each insurance policy obtained by the Association shall be made available for inspection by Unit Owners and Interval Owners at reasonable times.

12. RECONSTRUCTION OR REPAIR AFTER CASUALTY

12.1 Determination to Reconstruct or Repair. If any part of the Condominium Property shall be damaged by casualty, whether or not it shall be reconstructed or repaired shall be determined in the following manner:

(a) Common Elements. If the damaged improvement is a Common Element, then the damaged property shall be reconstructed or repaired, unless it is determined that the Condominium shall be terminated.

(b) Damage.

(1) Lesser Damage. If the damaged improvement is a building, and if the Units to which sixty (60%) percent of the Common Elements are appurtenant are found by the Board of Directors to be tenatable, the damaged property shall be reconstructed or repaired, unless within sixty (60) days after the casualty, it is determined by agreement that the Condominium shall be terminated.

(2) Major Damage. If the damaged improvement is a building, and if Units to which more than sixty (60%) percent of the Common Elements are appurtenant are found by the Board of Directors to be not tenatable, then the damaged property shall not be reconstructed or repaired, and the Condominium shall be terminated without agreement, unless within sixty (60) days after the casualty, the Unit Owners of eighty (80%) percent of the Common Elements agree in writing to such reconstruction or repair.

(c) Certificate. The insurance trustee may rely upon a Certificate of the Association made by its President and attested to by its Secretary/Treasurer as to whether, or not the damaged property is to be reconstructed or repaired.

12.2 Plans and Specifications. Any reconstruction or repairs must be substantially in accordance with the plans and specifications for the original buildings or in lieu thereof, according to the plans and specifications approved by the Board of Directors, and if the damaged property is in a building, by the Unit Owners of not less than eighty (80%) percent of the Common Elements, including the Owners of all damaged Units, together with the approval of the Institutional Lenders holding first mortgages upon all damaged Units, which approval shall not be unreasonably withheld.

12.3 Responsibility. If the damage is only to those parts of one (1) Unit for which the responsibility of maintenance and repair is that of the Unit Owner, then the Unit Owner shall be responsible for reconstruction and repair after casualty. In all other instances the responsibility of reconstruction and repair after casualty shall be that of the Association.

12.4 Estimates of Cost. Immediately after a determination is made to rebuild or repair damage to property for which the Association has the responsibility of reconstruction and repair, the Association shall obtain reliable and detailed estimates of the cost to rebuild or repair.

12.5 Assessments. The amount by which an award of insurance proceeds is reduced on account of a deductible clause in an insurance policy shall be a Common Expense and shall be assessed against all Unit Owners in proportion to their shares in the Common Elements. If the proceeds of insurance are not sufficient to defray the estimated costs of reconstruction and repair by the Association, or if at any time during reconstruction and repair, or upon completion of reconstruction and repair, the funds for the payment of the costs of reconstruction and repair are insufficient, Assessments shall be made against the Unit Owners who own the

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damaged Units, and against all Unit Owners in the case of damage to Common Elements, in sufficient amounts to provide funds for the payment of such costs. Such Assessments against Unit Owners for damage to Units shall be in proportion to the cost of reconstruction and repair of their respective Units. Such Assessments on account of damage to Common Elements shall be in proportion to the Unit Owners' obligation for Common Expenses.

12.6 Construction Funds. The funds for payment of costs of reconstruction and repair after casualty, which shall consist of proceeds of insurance held by the Association or by the insurance trustee and funds collected by the Association from Assessments against Unit Owners, shall be disbursed in payment of such costs in the following manner:

(a) Association. If the total of Assessments made by the Association in order to provide funds for the payment of costs of reconstruction and repair that is the responsibility of the Association is more than \$10,000.00, then the sums paid upon such Assessments shall be deposited by the Association with the insurance trustee. In all other cases the Association shall hold the sums paid upon such Assessments and disburse them in payment of the costs of reconstruction and repair.

(b) Insurance Trustee. The proceeds of insurance collected on account of casualty, and the sums deposited with the insurance trustee by the Association from collections of Assessments against Unit Owners on account of such casualty shall constitute a construction fund which shall be disbursed in payment of the costs of reconstruction and repair in the following manner and order:

(1) Association - Lesser Damage. If the amount of the estimated costs of reconstruction and repair that is the responsibility of the Association is less than \$10,000.00, then the construction fund shall be disbursed in payment of such costs upon the order of the Board of Directors, provided, however, that upon request by a mortgagee that is a beneficiary of an insurance policy the proceeds of which are included in the construction fund, such fund shall be disbursed in the manner provided for the reconstruction and repair of major damage.

(2) Association - Major Damage. If the amount of the estimated costs of reconstruction and repair that is the responsibility of the Association is more than \$10,000.00, then the construction fund shall be disbursed in payment of such costs in the manner required by the Board of Directors.

(3) Unit Owner. The portion of insurance proceeds representing damage for which the responsibility of reconstruction and repair lies with a Unit Owner shall be paid to the Unit Owner, or if there is a mortgagee endorsement as to the Unit, then to the Owner thereof and the mortgagee jointly, who may use such proceeds as they may be advised.

(4) Surplus. It shall be presumed that the first monies disbursed in payment of costs of reconstruction and repair shall be from insurance proceeds. If there is a balance in a construction fund after payment of all costs of the reconstruction and repair for which the fund is established, such balance shall be distributed to the beneficial owners of the fund; except, however, that only those portions of a distribution to the beneficial owners in excess of Assessments paid by a Unit Owner to the construction fund shall be made payable to any mortgagee.

(5) Certificate. Notwithstanding the provisions of this instrument, the insurance trustee shall not be required to determine whether sums paid by the Unit Owners upon Assessments shall be deposited by the Association with the insurance trustee, nor to determine whether the disbursements from the construction fund are to be upon the order of the Association or the approval of an architect or otherwise, nor whether a disbursement is to be made from the construction fund nor to determine the payee nor the amount to be paid. Instead, the insurance trustee may rely upon a Certificate of the Association made by its President and

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Secretary/Treasurer as to any or all of such matters and stating that the sums to be paid are due and properly payable and stating the name of the payee and the amount to be paid; provided, that when a mortgagee is required in this instrument to be named payee, the insurance trustee shall also name the mortgagee as a payee of any distribution of insurance proceeds to a Unit Owner; and further, provided, that when the Association, or a mortgagee that is the beneficiary of an insurance policy whose proceeds are included in the construction fund, so requires, the approval of an architect named by the Association shall be first obtained by the Association prior to disbursements in payment of costs of reconstruction and repair.

13. USE RESTRICTIONS

The use of the Condominium Property shall be in accordance with the following provisions as long as the Condominium exists upon the land.

13.1 Residential Use Restriction. A Unit Owner or Interval Owner shall occupy and use his Unit as a single family private dwelling for himself and the members of his family, his social guests, lessees, licensees and invitees. Notwithstanding the foregoing, nothing in this Declaration shall be construed to restrict Developer, or any successor in interest to Developer, from selling and/or conveying any Unit under a plan of Interval Ownership, or any person, group of persons, corporation, partnership, or other entity, from selling, reconveying, or in any other way, transferring same, at any time under said plan of Interval Ownership. No Unit shall be used as the permanent residence of any person, and all Units shall be used for the purpose of providing persons with transient lodging facilities.

13.2 Subdivision. No Unit may be divided or subdivided into smaller Units. Provided, however, that the right to divide or subdivide a Unit into smaller Units is specifically reserved in favor of Developer.

13.3 Common Elements. The Common Elements shall be used only for the purposes for which they are intended in the furnishing of services and facilities for the residents of the Units.

13.4 Use.

(a) No unlawful use shall be made of the Condominium Property.

(b) All laws, zoning ordinances, and regulations of any governmental body having jurisdiction over the Condominium Property shall be observed. The responsibility of meeting the requirements of such governmental bodies for maintenance, modification, or repair of the Condominium Property shall be the same as that set forth in paragraph 8.

(c) No nuisance shall be allowed upon the Condominium Property. No use or practice that is the source of annoyance to residents or which interferes with the peaceful possession and proper use of the Condominium Property by its residents shall be allowed upon the Condominium Property.

(d) No use of the Condominium Property shall be allowed that increases the cost of insurance upon the Condominium Property.

13.5 Signs. No "For Sale" or "For Rent" signs or other displays or advertising shall be maintained on the Condominium Property, except that Developer specifically reserves the right to place and maintain "For Sale" or "For Rent" signs in connection with any unsold or unoccupied Unit or Unit Week it may from time to time own, and the same right is reserved to any Institutional Lender which may become the Owner of a Unit or Unit Week, and to the Association as to any Unit or Unit Week which it may own.

13.6 Interference with Developer. Until Developer has closed the sale of all Units or Unit Weeks in the Condominium, neither the Unit

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Owners, the Interval Owners, nor the Association shall interfere with the sale of the Units or Unit Weeks. Developer may make any use of the Condominium Property as may facilitate such sale, including, but not limited to, maintenance of a sales office, showing of the property, and the display of signs.

13.7 Rules and Regulations. Reasonable Rules and Regulations concerning the use of Condominium Property may be made and amended from time to time by the Association in the manner provided by its Articles of Incorporation and By-Laws. Copies of such Rules and Regulations and amendments shall be furnished by the Association to all Unit Owners, Interval Owners, and residents of the Condominium.

13.8 Holdover Interval Owners.

(a) In the event any Interval Owner in a Unit Committed to Interval Ownership fails to vacate his Unit at the expiration of his period of ownership each year, or at such earlier times as may be fixed by the Rules and Regulations adopted by the Association from time to time, he shall be deemed a Holdover Interval Owner. It shall be the responsibility of the Association to take such steps as may be necessary to remove such Holdover Interval Owner from the Unit, and to assist the Interval Owner of any subsequent Unit Week, who may be affected by the Holdover Interval Owner's failure to vacate, to find alternate accommodations during such holdover period.

(b) In addition to such other remedies as may be available to it, the Association shall secure, at its expense, alternate accommodations for any Interval Owner who may not occupy his Unit due to the failure to vacate of any Holdover Interval Owner. Such accommodations shall be as near in value to the Interval Owner's own Unit as possible. The Holdover Interval Owner shall be charged for the cost of such alternate accommodations, any other costs incurred due to his failure to vacate, including, but not limited to, reasonable attorney's fees and court costs, and per diem administrative fee during his period of holding over. Said per diem administrative fee shall be established from time to time by the Board of Directors pursuant to its rule-making authority. In the event it is necessary that the Association contract for a period greater than the actual period of holding over, in order to secure alternate accommodations as set forth above, the entire period shall be the responsibility of the Holdover Interval Owner, although the per diem administration fee shall cease upon actual vacating by the Holdover Interval Owner.

(c) The Association shall submit a bill to the Holdover Interval Owner in accordance with this paragraph. In the event the Holdover Interval Owner fails to pay same within ten (10) days of the date of same, a lien shall be filed against said Holdover Interval Owner's in accordance with the provisions of paragraph 9.

(d) The above provisions shall not abridge the Association's right to take such other action as is provided by law.

14. NOTICE OF SUIT

14.1 Protection of Property. All liens against a Unit or Unit Week, other than for mortgages, taxes or special assessments, shall be satisfied or otherwise removed within thirty (30) days of the date the lien attached. All taxes and special assessments upon a Unit or Unit Week shall be paid before becoming delinquent, as provided in this Declaration or by law, whichever is sooner.

14.2 Notice of Lien. A Unit Owner or Interval Owner shall give written notice to the Association of every lien upon his Unit or Unit Week, other than for mortgages, taxes and special assessments within five (5) days after the attaching of the lien.

14.3 Notice of Suit. A Unit Owner or Interval Owner shall give written notice to the Association of every suit or other proceeding which

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may affect the title to his Unit or Unit Week within five (5) days after the Unit Owner or Interval Owner shall receive knowledge or notice thereof.

14.4 Failure to Comply. Failure to comply with this subsection concerning liens will not affect the validity of any judicial sale.

14.5 Units Committed to Interval Ownership. In the case of a Unit Committed to Interval Ownership, an Interval Owner in such Unit shall be required to give notices under paragraphs 14.2 and 14.3 only as to suits and proceedings affecting title to the Unit Weeks which he owns. Any lien against an Interval Owner in a Unit Committed to Interval Ownership, or against the Unit Weeks owned by him, shall be limited to the Unit Weeks owned by him and shall not encumber the property, real or personal, of any other Interval Owner in said Unit.

15. COMPLIANCE AND DEFAULT.

Each Unit Owner or Interval Owner shall be governed by and shall comply with the terms of this Declaration, the Articles of Incorporation and the By-Laws of the Association, and the Rules and Regulations adopted pursuant to those documents, as the same may be amended from time to time. Failure of a Unit Owner or an Interval Owner to comply with such documents and rules and regulations shall entitle the Association, other Unit Owners, or other Interval Owners to the following relief in addition to the remedies provided by the Condominium Act:

15.1 Negligence. A Unit Owner or an Interval Owner shall be liable for the expense of any maintenance, repair or replacement rendered necessary by his negligence or by that of any member of his family or his or their guests, employees, agents, or lessees, but only to the extent that such expense is not met by the proceeds of insurance carried by the Association. A Unit Owner or an Interval Owner shall pay the Association the amount of any increase in its insurance premiums occasioned by use, misuse, occupancy or abandonment of a Unit or its appurtenances, or of the Common Elements, by the Unit Owner or Interval Owner.

15.2 Costs and Attorneys' Fees. In any proceeding arising because of an alleged failure of a Unit Owner, Interval Owner, or the Association to comply with the terms of this Declaration, the Articles of Incorporation and the By-Laws of the Association, or the Rules and Regulations adopted pursuant to them, and the documents and regulations as they may be amended from time to time, the prevailing party shall be entitled to recover the costs of the proceeding, and recover such reasonable attorneys' fees as may be awarded by the court.

15.3 No Waiver of Rights. The failure of the Association, any Unit Owner, or any Interval Owner to enforce any covenant, restriction or other provision of the Condominium Act, this Declaration, the Articles of Incorporation and the By-Laws of the Association, or the Rules and Regulations adopted pursuant to them, shall not constitute a waiver of the right to do so thereafter.

16. AMENDMENTS

Except as otherwise provided herein, this Declaration of Condominium may be amended in the following manner:

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

16.2 Resolution. A resolution for the adoption of a proposed amendment shall be included in the notice of any meeting at which a proposed amendment is to be considered.

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16.3 Adoption.

(a) Until the first election of directors of the Association, and so long as the initial directors designated in the Certificate of Incorporation of the Association shall remain in office, proposal of an amendment and approval thereof shall require only the affirmative action of all of the said original directors, and no meeting of the Unit Owners nor any approval thereof need be had, provided, the amendment does not increase the number of Units nor alter the boundaries of the Common Elements beyond the extent provided for under paragraphs 4 and 6, or change the Unit Owner's share in Common Elements, Expenses, or Surpluses, except to correct scrivener's errors.

(b) A resolution for the adoption of a proposed amendment may be proposed by the Board of Directors or by the members of the Association. Members of the Association may propose such an amendment by instrument in writing directed to the President or Secretary/Treasurer of the Board signed by not less than ten (10%) percent of the members of the Association. Amendments may be proposed by the Board of Directors by action of a majority of the Board at any regularly constituted meeting thereof. Upon an amendment being proposed as herein provided, the President, or, in the event of his refusal or failure to act, the Board of Directors, shall call a meeting of the members of the Association to be held not sooner than fifteen (15) days nor later than sixty (60) days thereafter for the purpose of considering said amendment. Directors and members of the Association not present in person or by proxy at the meeting considering the amendment may express their approval in writing, provided such approval is delivered to the Secretary/Treasurer at or prior to the meeting. Except as otherwise provided herein, such approvals must be either by:

- (1) Not less than seventy-five (75%) percent of the entire membership of the Board of Directors and not less than fifty-one (51%) percent of the votes of the entire membership of the Association; or
- (2) Not less than sixty (60%) percent of the votes of the entire membership of the Association; or
- (3) In the alternative, an amendment may be made by an agreement signed and acknowledged by all members of the Association in the manner required for the execution of a deed.

16.4 Developer's Right to Amend. Developer, so long as it owns more than ten (10%) percent of the Units or Unit Weeks in the Condominium, reserves the right at any time to amend this Declaration, as may be required by any lending institution or public body, or in such manner as Developer may determine to be necessary to carry out the purposes of the project, provided that such amendment shall not increase the proportion of Common Expenses nor decrease the ownership of Common Elements borne by the Unit Owners.

16.5 Proviso. No amendment shall discriminate against any Unit Owner or Interval Owner, nor against any Unit or class or group of Units, unless the Unit Owners or Interval Owners so affected shall consent; and no amendment shall change any Unit nor the share in the Common Elements appurtenant to it nor increase the Owner's share of the Common Expenses, unless the record Owner of the Unit concerned and all record owners of mortgages on such Unit shall join in the execution of the amendment. No amendment shall make any change in the section entitled "Insurance" nor in the section entitled "Reconstruction or Repair After Casualty" unless the record owners of all mortgages upon the Condominium Property shall join in the execution of such amendment. No amendment shall make any change which would in any way affect any of the rights, privileges, powers or options herein provided in favor of or reserved to Developer or Developer's successors or assigns, unless Developer or such individuals or entities shall join in the execution of such amendment. No amendment shall make any change which would in any manner effect the priority or security of an

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Institutional Lender unless said Institutional Lender consents thereto in writing.

16.6 Execution and Recording. A copy of each amendment shall be attached to a certificate certifying that the amendment was duly adopted, and the certificate shall be executed by the President of the Association and attested to by the Secretary/Treasurer with the formalities of a deed, and shall be effective upon recordation thereof in the Public Records of Pinellas County, Florida.

17. TERMINATION

The Condominium may be terminated in the following manners, in addition to the manner provided by the Condominium Act:

17.1 Destruction. If it is determined as provided herein that the buildings shall not be reconstructed because of major damage, the Condominium plan of ownership shall be terminated without agreement.

17.2 Tenancy in Common.

(a) It is understood that on the anniversary date of the recordation of this Declaration in the year 2022, the purchasers of Units Committed to Interval Ownership shall become tenants in common. The Board of Directors shall, no less than thirty (30) days, nor more than sixty (60) days prior to the actual date of such conversion to tenancy in common, call a meeting of all Interval Owners in Units Committed to Interval Ownership. At such meeting, a vote shall be taken to decide the disposition of the Units Committed to Interval Ownership. A quorum at such meeting shall be a majority of the total outstanding votes of all Owners of Unit Weeks in Units Committed to Interval Ownership. At such meeting the Interval Owners, by a majority vote, may vote to continue their intervals, in which case the restrictive covenants set forth below will be adopted as covenants running with the land for a period of ten (10) years. The Board of Directors shall, no less than thirty (30) days, nor more than sixty (60) days prior to the actual expiration of said ten (10) year period, call a meeting of all Interval Owners in Units Committed to Interval Ownership. A quorum at such meeting shall be a majority of the total outstanding votes of all Interval Owners in Units Committed to Interval Ownership. The Interval Owners may then vote to continue the intervals for an additional ten (10) year period. This process shall be repeated at the end of each successive ten (10) year period. Should less than a majority of the Interval Owners vote to continue the intervals at any such meeting, or if no quorum of said Interval Owners is established at said meeting, then the Board of Directors shall file suit in a court of competent jurisdiction in Pinellas County, Florida, for partition of the Units.

(b) In the event the Interval Owners vote to continue their Unit Weeks as provided above, then each Interval Owner shall have the exclusive right to occupy his Unit, and as between Interval Owners, to use and enjoy the Common Elements of the Condominium, and the rights and easements appurtenant to his Unit during his Unit Weeks (and, in the case of Developer, during all Unit Weeks not theretofore conveyed, and to authorize others so to do, together with the non-exclusive right in common with all other Interval Owners, but only when acting through the Association), to maintain and repair the Units during maintenance weeks. No Interval Owner shall occupy his Unit, or exercise any other rights of ownership in respect of his Unit other than the rights herein provided to him, during any other Unit Weeks unless expressly so authorized by the Interval Owner entitled to occupy the Unit during such Unit Weeks or during any maintenance week except when acting through the Association. Each Interval Owner shall keep his Unit and all furnishings in good condition and repair during his Unit Weeks, vacate the Unit at the expiration of his Unit Weeks, remove all persons and property therefrom excluding only furnishings, leave the Unit in good and sanitary condition and repair, and otherwise comply with such reasonable checkout and other procedures as may from time to time be contained in Rules and Regulations promulgated by the Association.

LAW OFFICES OF  
DeLOACH & HOFSTRA, P.A.  
8486 SEMINOLE BLVD.  
P.O. BOX 3392  
SEMINOLE, FL 33542

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(c) No Interval Owner or other person or entity acquiring any right, title or interest in a Unit shall seek or obtain through any legal procedures, judicial partition of the Unit or sale of the Unit in lieu of partition at any date prior to the expiration of each successive ten (10) year period voted by a majority of Interval Owners. If, however, any Unit Weeks shall be owned by two (2) or more persons as tenants-in-common or as joint tenants, nothing herein contained shall prohibit a judicial sale of the Unit Weeks in lieu of partition as between such co-tenants or joint tenants.

17.3 Certificate. Termination of the Condominium in any of the foregoing manners shall be evidenced by a certificate of the Association executed by its President and Secretary/Treasurer certifying to the facts effecting the termination, and certificate to become effective upon being recorded in the Public Records of Pinellas County, Florida.

17.4 Shares of Unit Owners after Termination. After termination of the Condominium, the Unit Owners shall own the Condominium Property and all assets of the Association as tenants in common in undivided shares that shall be the same as the undivided shares in the Common Elements appurtenant to the Owners' Units prior to the termination.

17.5 Amendment. This section concerning termination cannot be amended without consent of all Unit Owners, Interval Owners, and of all record owners of mortgages upon the Units.

18. SEPARABILITY

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

19. WARRANTIES

19.1 Inasmuch as this Condominium is being created by the conversion of existing improvements, Developer extends no warranties whatsoever to purchasers of Units or Unit Weeks.

19.2 CAVEAT: THERE ARE NO WARRANTIES, EITHER EXPRESS OR IMPLIED.

IN WITNESS WHEREOF, Developer has executed this Declaration this 7th day of January, 1983.

Signed, sealed and delivered in the presence of:

GULLO CORPORATION, INC.,  
a Florida corporation

*Martha Jean Lovell*  
*Harold H. Lovell*

By: *Anthony Gillo* (SEAL)  
Anthony Gillo, President

STATE OF FLORIDA  
COUNTY OF PINELLAS

BEFORE ME, the undersigned authority, personally appeared ANTHONY GULLO, as President of GULLO CORPORATION, INC., a Florida corporation, who executed the foregoing instrument and acknowledged to and before me that he executed said instrument for the purposes therein expressed.

WITNESS my hand and seal, this 7th day of January, 1983.

*Martha Jean Lovell*  
Notary Public - State of Florida  
My Commission Expires:

NOTARY PUBLIC STATE OF FLORIDA AT LARGE  
MY COMMISSION EXPIRES OCT. 24 1984  
FORGED THRU GENERAL 110, UNDERWRITERS

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CARRIAGE HOUSE BEACH RESORT, A CONDOMINIUM

Schedule of Percentage Interest in Units

In the case of a Unit Committed to Interval Ownership, each Interval Owner in said Unit will own in remainder a percentage share of the Unit and the undivided interest assigned to the Unit by Paragraph 7 of the Declaration of Condominium according to the following schedule:

<u>Unit Week</u>	<u>Percentage</u>
1 - 51, inclusive	1.9165% each
52	2.2585%

NOTE: The percentage shown above for Unit Weeks 1 - 51, inclusive, was calculated by dividing seven (7) by three hundred sixty-five and one-quarter (365.25), and then rounding off. The percentage shown above for Unit Week 52 was calculated by subtracting from one hundred percent (100%) the aggregate of the percentage assigned to Unit Weeks 1 - 51, inclusive.

NO OFFICIAL COPY

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CARRIAGE HOUSE BEACH RESORT, A CONDOMINIUM

Legal Description of Condominium Property

The North half (N 1/2) of Lot 7, and all of Lots 8 and 9, GULF VIEW BEACH SUBDIVISION, according to the map or plat thereof as recorded in Plat Book 25, page 17, of the Public Records of Pinellas County, Florida.

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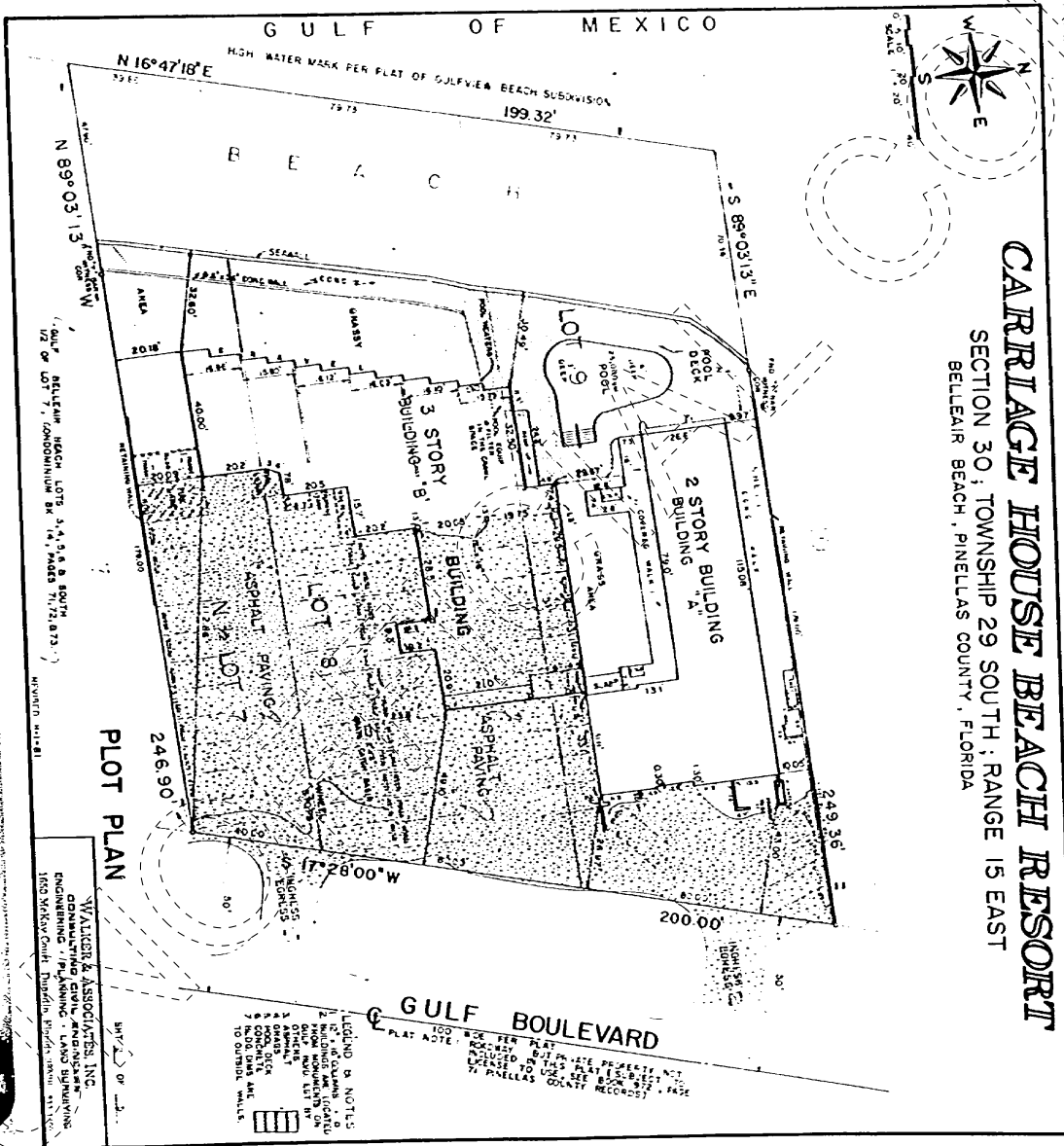
EXHIBIT "B" TO DECLARATION





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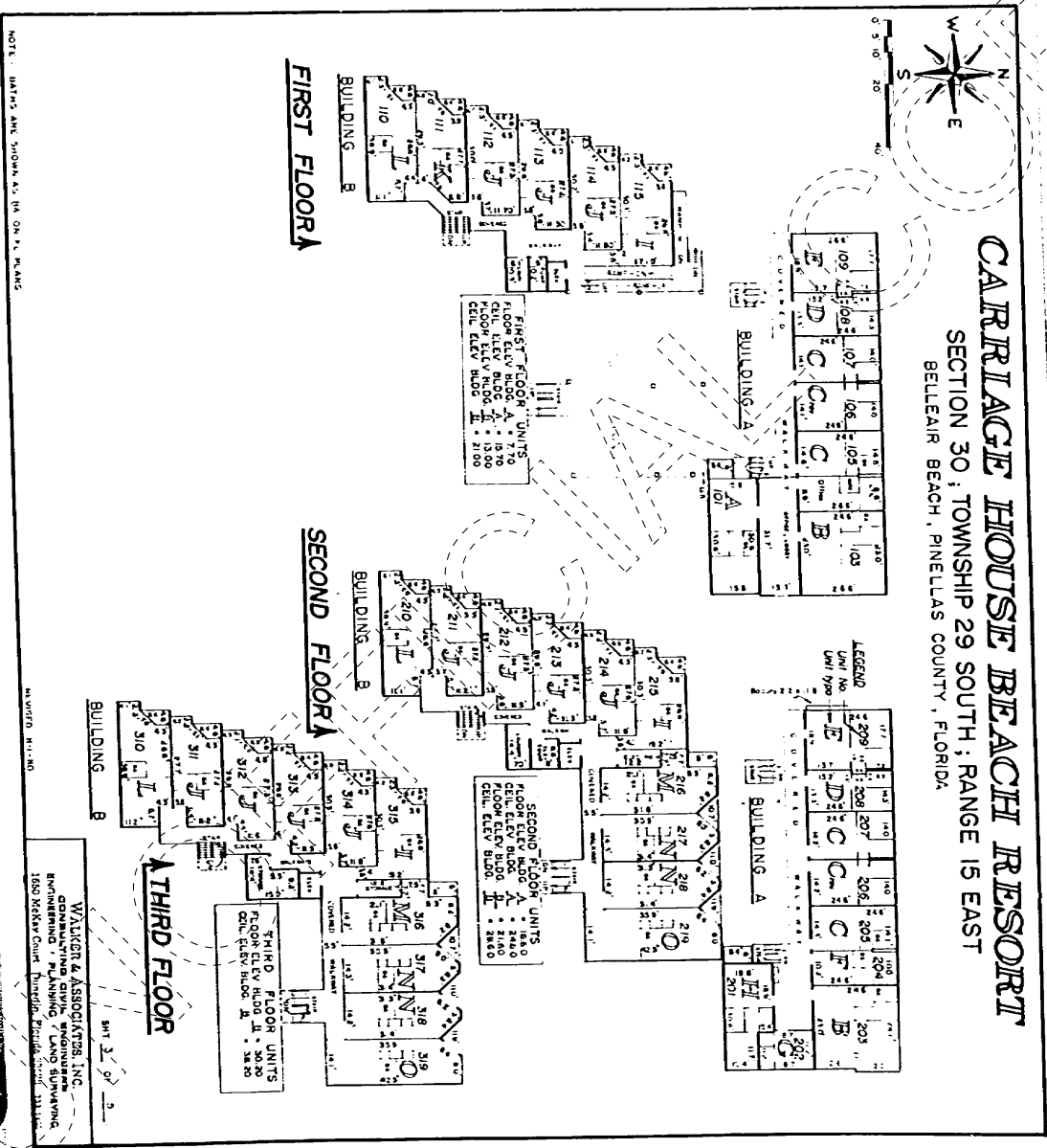


**WALTER & ASSOCIATES, INC.**  
 ARCHITECTS, ENGINEERS, PLANNERS  
 1650 McKay Court, Dunedin, Florida 34628  
 PHONE: 407-261-1111

**GULF BOULEVARD**  
 100' R.O.W. PER PLAT  
 PLAT NOTE: ROCKS BUT PRIVATE PROPERTY NOT INCLUDED IN THIS PLAT (SEE PLAT 199.32 TO BE USED TO USE - SEE BOOK 572, PAGE 71 PINELLAS COUNTY RECORDS)

- LEGEND OR NOTES**
- 1. BUILDING FOOTPRINTS
  - 2. EXISTING AND PROPOSED PAVEMENT
  - 3. EXISTING AND PROPOSED ASPHALT PAVING
  - 4. EXISTING AND PROPOSED DRIVEWAYS
  - 5. EXISTING AND PROPOSED SIDEWALKS
  - 6. EXISTING AND PROPOSED CURBS
  - 7. EXISTING AND PROPOSED UTILITY LINES
  - 8. EXISTING AND PROPOSED FENCES
  - 9. EXISTING AND PROPOSED WALLS
  - 10. EXISTING AND PROPOSED OTHER FEATURES

6550

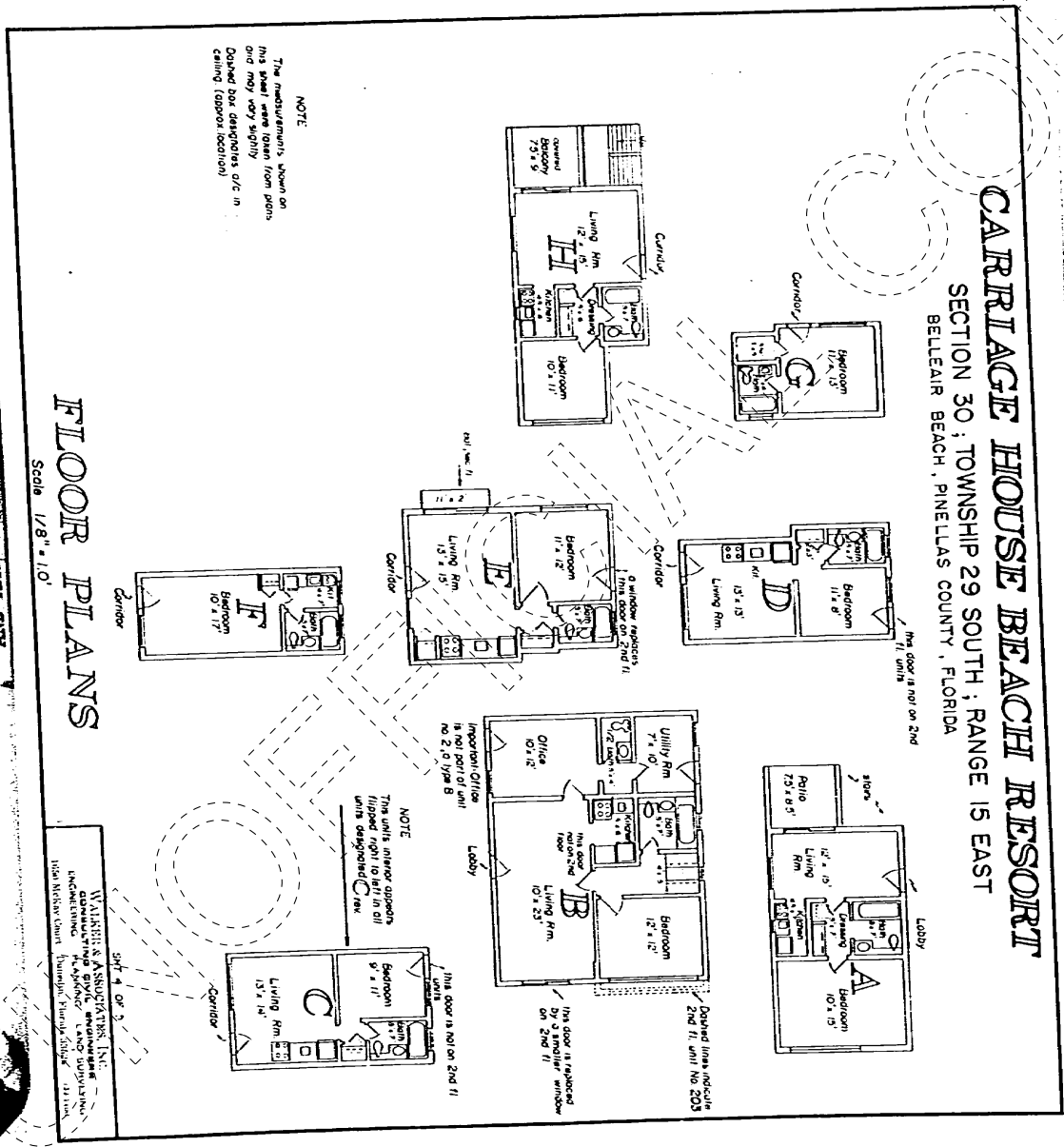


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# CARRIAGE HOUSE BEACH RESORT

SECTION 30; TOWNSHIP 29 SOUTH; RANGE 15 EAST  
BELLAIR BEACH, PINELLAS COUNTY, FLORIDA



NOTE:  
The measurements shown on this sheet were taken from plans and may vary slightly. Dashed box designates o/c in ceiling (approx. location).

## FLOOR PLANS

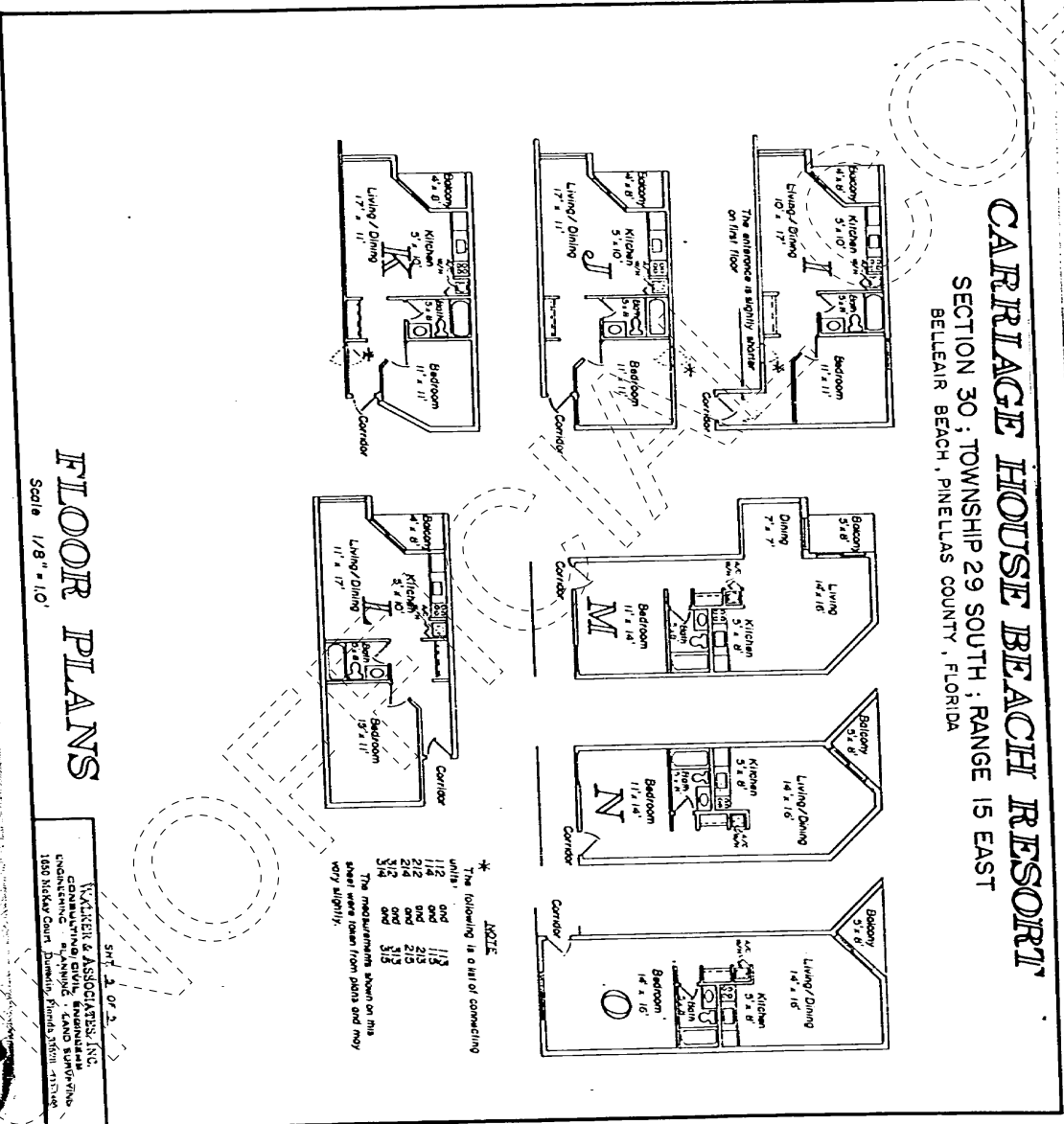
Scale 1/8" = 1'-0"

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WALKER & ASSOCIATES, INC.  
ARCHITECTS  
1100 N. W. 11th Street  
Fort Lauderdale, Florida 33304

2556

**CARRIAGE HOUSE BEACH RESORT**  
 SECTION 30; TOWNSHIP 29 SOUTH; RANGE 15 EAST  
 BELLEAIR BEACH, PINELLAS COUNTY, FLORIDA



**FLOOR PLANS**

Scale 1/8" = 1'-0"

\* NOTE  
 The following is a list of connecting units:  
 1/2 and 1/3  
 1/2 and 2/3  
 2/3 and 2/3  
 2/3 and 3/3  
 3/3 and 3/3  
 The measurements shown on this sheet were taken from plans and may vary slightly.

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WALKER & ASSOCIATES, INC.  
 CONSULTING CIVIL, ENGINEERING AND ARCHITECTS  
 1550 NICKY COURT, DUNEDIN, FLORIDA 32014-2111

# State of Florida



Department of State

I certify that the attached is a true and correct copy of the Articles of Incorporation of C. H. BEACH RESORT CONDOMINIUM ASSOCIATION, INC., a corporation organized under the Laws of the State of Florida, filed on November 23, 1982.

The charter number for this corporation is 765884.

Given under my hand and the Great Seal of the State of Florida, at Tallahassee, the Capital, this the 30th day of November, 1982.



*George Firestone*  
George Firestone  
Secretary of State

EXHIBIT "C" TO  
DECLARATION

FILED

Nov 23 3 12 PM '02

SECRETARY OF STATE  
TALLAHASSEE, FLORIDA

ARTICLES OF INCORPORATION  
OF  
C. H. BEACH RESORT  
CONDOMINIUM ASSOCIATION, INC.

The undersigned do hereby associate themselves for the purpose of forming a corporation not for profit as allowed by Chapter 718 and Chapter 617 of the Florida Statutes. Pursuant to the provisions and laws of the State of Florida, we certify as follows:

1. NAME

The name of the corporation shall be C. H. BEACH RESORT CONDOMINIUM ASSOCIATION, INC. Hereinafter the corporation shall be referred to as the "Association", with its principal registered office located at 8486 Seminole Boulevard, Seminole, Florida 33542. The Board of Directors may, from time to time, move the principal office to any other address in Florida.

2. PURPOSE

The purpose for which the Association is organized is to provide an entity pursuant to Chapter 718, Florida Statutes (1981), or as thereafter amended, hereinafter called "The Condominium Act", for the operation of CARRIAGE HOUSE BEACH RESORT, A CONDOMINIUM, hereinafter called "Condominium", to be created pursuant to the provisions of The Condominium Act.

3. POWERS

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

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

3.2 The Association shall have all of the powers and duties set forth in The Condominium Act, and all of the powers and duties reasonably necessary to operate the Condominium pursuant to the Declaration of Condominium as originally recorded or as it may be amended from time to time.

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

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

3.5 The Association shall have the power and authority to levy, charge, assess and collect fees, charges and assessments from the Unit Owners as allowed by the Declaration of Condominium.

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SEMINOLE, FL 33542

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3.6 The Association shall have no power to declare dividends, and no part of its net earnings shall inure to the benefit of any member or director of the Association or to any other private individual. The Association shall have no power or authority to engage in activities which consist of carrying on propaganda or otherwise attempting to influence legislation or to participate in, or intervene in, any political campaign on behalf of any candidate for public office.

3.7 The Association shall have no capital stock.

4. MEMBERSHIP

4.1 The members of the Association shall consist of all of the record Owners of Units or Unit Weeks in the Condominium, and after termination of the Condominium shall consist of those who are members at the time of such termination, and their successors and assigns.

4.2 Membership shall be acquired by recording in the Public Records of Pinellas County, Florida, a deed or other instrument establishing record title to a Unit or Unit Week in the Condominium, the Unit Owner or Interval Owner designated by such instrument thus becoming a member of the Association, and the membership of the prior Unit Owner or Interval Owner being thereby terminated, provided, however, any party who owns more than one (1) Unit or Unit Week shall remain a member of the Association so long as he shall retain title to or a fee ownership interest in any Unit or Unit Week.

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

4.4 On all matters upon which the member shall be entitled to vote, there shall be one (1) vote for each Unit, which vote may be exercised or cast in such manner as may be provided in the By-Laws of the Association. Any person or entity owning more than one (1) Unit shall be entitled to one (1) vote for each Unit he or it owns.

4.5 Developer shall be a member of the Association and shall be allowed one (1) vote for each Unit owned by Developer.

5. EXISTENCE

The Association shall have perpetual existence.

6. SUBSCRIBERS

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

<u>NAME</u>	<u>ADDRESS</u>
Dennis R. DeLoach, Jr.	8486 Seminole Boulevard Seminole, FL 33542
Peter T. Hofstra	8486 Seminole Boulevard Seminole, FL 33542
Anthony Gullo	8486 Seminole Boulevard Seminole, FL 33542

7. OFFICERS

The affairs of the Association shall be administered by a President, a Vice President, and a Secretary/Treasurer, and such other officers as the Board of Directors may from time to time designate. Any person may hold two (2) offices, excepting that the same person shall not hold the

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office of President and Secretary/Treasurer. Officers of the Association shall be those set forth herein or elected by the Board of Directors at its first meeting following the annual meeting of the members of the Association, and shall serve at the pleasure of the Board of Directors. The names and addresses of the officers who shall serve until their successors are designated by the Board of Directors are as follows:

<u>NAME</u>	<u>ADDRESS</u>
Anthony Gullo President	8486 Seminole Boulevard Seminole, FL 33542
Dennis R. DeLoach, Jr. Vice President	8486 Seminole Boulevard Seminole, FL 33542
Peter T. Hofstra Secretary/Treasurer	8486 Seminole Boulevard Seminole, FL 33542

8. DIRECTORS

8.1 The affairs of the Association shall be managed by a Board of Directors who shall be members of the Association, excepting that the first Board of Directors shall consist of three (3) directors who need not be members of the Association, and thereafter the membership of the Board shall consist of not less than three (3) directors; provided, however, that the Board shall consist of an odd number of members.

8.2 Directors of the Association shall be elected at the annual meeting of the members in the manner provided by the By-Laws of the Association. Directors may be removed and vacancies on the Board shall be filled in the manner provided by the By-Laws of the Association.

8.3 The first election of directors shall not be held until GULLO CORPORATION, INC., a Florida corporation, heretofore and hereinafter called "Developer", is required by law to allow members of the Association other than the Developer to elect no less than one-third (1/3) of the members of the Board of Directors. The directors named in these Articles shall serve until the first election of directors, and any vacancies in office occurring before the first election shall be filled by the remaining directors. The successor directors need not be members of the Association.

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

<u>NAME</u>	<u>ADDRESS</u>
Dennis R. DeLoach, Jr.	8486 Seminole Boulevard Seminole, FL 33542
Peter T. Hofstra	8486 Seminole Boulevard Seminole, FL 33542
Anthony Gullo	8486 Seminole Boulevard Seminole, FL 33542

9. INDEMNIFICATION

Every director and every officer of the Association shall be indemnified by the Association against all expenses and liabilities including attorneys' fees, reasonably incurred by or imposed upon him in connection with any proceedings or the settlement of any proceeding to which he may be a party, or in which he may become involved by reason of his being or having been a director or officer of the Association, whether or not he is a director or officer at the time such expenses are incurred, except when the

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director or officer is adjudged guilty of willful misfeasance, malfeasance, or nonfeasance, in the performance of his duties. The foregoing right of indemnification shall be in addition to and exclusive of all other rights and remedies to which such director or officer may be entitled.

10. BY-LAWS

The By-Laws of the Association shall be adopted by the Board of Directors and may be altered, amended or rescinded in the following manner:

(a) approval of seventy-five percent (75%) of the entire membership of the Board of Directors and approval of fifty-one percent (51%) of the votes of the entire membership of the Association; or

(b) approval of seventy-five percent (75%) of the votes of the entire membership of the Association; or

(c) approval of all of the directors, as long as the original directors named in these Articles of Incorporation remain in office.

11. AMENDMENT

These Articles of Incorporation shall be amended in the following manner:

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

11.2 A resolution for the adoption of a proposed amendment may be proposed by the Board of Directors of the Association or by the members of the Association. A member may propose such an amendment by instrument in writing directed to any member of the Board of Directors signed by not less than ten (10%) percent of the membership. Amendments may be proposed by the Board of Directors by action of a majority of the Board at any regularly constituted meeting thereof. Upon an amendment being proposed as herein provided, the President or, in the event of his refusal or failure to act, the Board of Directors, shall call a meeting of the membership to be held not sooner than fifteen (15) days nor later than sixty (60) days thereafter for the purpose of considering said amendment. Directors and members not present in person at the meeting considering the amendment may express their approval in writing provided such approval is delivered to the Secretary/Treasurer at or prior to the meeting. Except as provided herein, such approval must be either by:

(a) Not less than seventy-five percent (75%) of the entire membership of the Board of Directors and not less than fifty-one percent (51%) of the votes of the entire membership of the Association; or

(b) Not less than seventy-five percent (75%) of the votes of the entire membership of the Association.

11.3 Provided, however, that no amendment shall make any changes in the qualifications for membership nor the voting rights of the members, nor any change in Article 3.3, without approval in writing by all members and the joinder of all record owners of mortgages on the Units. No amendment shall be made that is in conflict with The Condominium Act or the Declaration of Condominium. No amendment shall be made without the consent and approval of Developer so long as Developer shall own any units in the Condominium.

11.4 A copy of each amendment shall be filed with the Secretary of State, pursuant to the provisions of the applicable Florida Statutes, and a copy certified by the Secretary of State shall be recorded in the Public Records of Pinellas County, Florida.

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12. RESIDENT AGENT

The corporation hereby appoints Dennis R. DeLoach, Jr., located at 8486 Seminole Boulevard, Seminole, Florida 33542 as its Resident Agent to accept service of process within this State.

IN WITNESS WHEREOF, the Subscribers have affixed their signatures hereto this 18 day of November, 1982.

Signed, sealed and delivered in the presence of:

Roseanna Smith

[Signature]  
Dennis R. DeLoach, Jr.

Deane Stalbrink

Roseanna Smith

[Signature]  
Peter T. Hofstra

Deane Stalbrink

Roseanna Smith

[Signature]  
Anthony Gillo

Deane Stalbrink

STATE OF FLORIDA  
COUNTY OF PINELLAS

BEFORE ME, the undersigned authority, personally appeared Dennis R. DeLoach, Jr., Peter T. Hofstra, and Anthony Gillo, who, after being duly sworn, acknowledged that they executed the foregoing Articles of Incorporation for the purposes expressed in such Articles this 18 day of November, 1982.

Roseanna Smith  
Notary Public - State of Florida  
My commission expires:

NOTARY PUBLIC STATE OF FLORIDA  
MY COMMISSION EXPIRES NOV 1983  
BONDED THRU GENERAL INVESTOR GROUP

ACCEPTANCE OF RESIDENT AGENT

Having been named to accept service of process for the above named corporation, at the place designated in these Articles of Incorporation, I hereby accept to act in this capacity, and agree to comply with the provisions of the laws of the State of Florida relative to keeping open said office.

[Signature]  
Dennis R. DeLoach, Jr.,  
Resident Agent

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P.O. BOX 3392  
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PHONE: (813) 397-5571

BY-LAWS  
OF  
C. H. BEACH RESORT  
CONDOMINIUM ASSOCIATION, INC.

1. IDENTITY

These are the By-Laws of C. H. BEACH RESORT CONDOMINIUM ASSOCIATION, INC., hereinafter called the "Association", a corporation not for profit created and existing under the laws of the State of Florida. These By-Laws are adopted for the purpose of governing the Association and incorporate by reference the terms and conditions of the Articles of Incorporation of the Association and of the Declaration of Condominium of CARRIAGE HOUSE BEACH RESORT, A CONDOMINIUM, referred to therein.

1.1 Office. The office of the Association shall be located at 8486 Seminole Boulevard, Seminole, Florida 33542.

1.2 Fiscal Year. The fiscal year of the Association shall be as determined by the Board of Directors.

1.3 Seal. The seal of the Association shall bear the name of the corporation, the word "Florida", the words "corporation not for profit", and the year of incorporation.

1.4 Definitions. As used herein, all terms shall have the same definitions as attributed to them in the Declaration of Condominium to which these By-laws are attached as an Exhibit.

2. MEMBERS' MEETINGS

2.1 Annual Meeting. The annual members' meetings shall be held at the office of the Association unless otherwise designated by the Board of Directors, on the second Tuesday in October. Provided, however, if that day is a legal holiday, the meeting shall be held at the same hour on the next day that is not a legal holiday. Such annual members' meetings shall be for the purpose of electing directors and transacting any other business of the Association authorized to be transacted by the members.

2.2 Special Meetings. Special members' meetings shall be held whenever called by the President or by a majority of the Board of Directors, and must be called by such officer upon receipt of a written request from members entitled to cast one-third (1/3) of the votes of the entire membership.

2.3 Notice. Notice of all members' meetings stating the time and place and the object for which the meeting is called shall be given by the President or Secretary/Treasurer. Such notice shall be in writing to each member at his address as it appears on the books of the Association and shall be mailed not less than fourteen (14) nor more than forty-five (45) days prior to the date of the meeting. The post office certificate of

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EXHIBIT "D" TO DECLARATION

mailing shall be retained as proof of such mailing. Notice of meetings shall also be posted in a conspicuous place on the Condominium Property at least fourteen (14) days in advance of a meeting.

2.4 Quorum. A quorum at members' meetings shall consist of those persons present at a meeting, either in person or by proxy. The acts approved by a majority of the voters present at a meeting at which a quorum is present shall constitute the acts of the members, except when approval by a greater number of members is required by the Declaration of Condominium, the Articles of Incorporation of the Association, or these By-Laws.

2.5 Voting.

(a) In any meeting of members, the Owner(s) of Units shall be entitled to cast one (1) vote for each Unit owned.

(b) In any meeting of members, each Interval Owner in a Unit Committed to Interval Ownership shall be entitled to cast one-fifty-first (1/51) of the vote assigned to the Unit in which he owns Unit Weeks for each Unit Week owned. The Association shall not have any voting rights with respect to any Unit Weeks conveyed to it.

(c) If a Unit is owned by a corporation, the person entitled to cast the vote for the Unit shall be designated by a certificate signed by the President of said corporation in the presence of two (2) subscribing witnesses, and filed with the Secretary/Treasurer of the Association. Such certificates shall be valid until revoked or until superseded by a subsequent certificate or until a change in the ownership of the Unit concerns. If such certificate is not on file, the vote of such Owner(s) shall not be considered in determining the requirement for a quorum nor for any other purpose. This section shall apply to each Unit Week in a Unit Committed to Interval Ownership.

2.6 Proxies. Votes may be cast in person or by proxy. A proxy may be made by any person entitled to vote and shall be valid only for the particular meeting designated in the proxy or any adjournment of the meeting. A proxy shall not be valid for more than ninety (90) days after the date of the first meeting for which it was given, unless Florida law allows a longer time period of validity, in which event, the longer time period shall be allowed. To be valid a proxy must be filed with the Secretary/Treasurer before the appointed time of the meeting or any adjournment of the meeting. Every proxy shall be revocable at any time by the person who executed same.

2.7 Order of Business. The order of business at annual members' meetings, and as far as practical at other members' meetings, shall be:

- (a) Calling of the roll and certifying of proxies.
- (b) Proof of notice of meeting or waiver of notice.
- (c) Reading and disposal of any unapproved minutes.
- (d) Reports of officers.
- (e) Reports of committees.
- (f) Appointment of inspectors of election.
- (g) Election of directors.
- (h) Unfinished business.
- (i) New business.
- (j) Adjournment.

2.8 Proviso. Provided, however, that until Developer has completed all of the contemplated improvements and relinquished control of the Association, the proceedings of all meetings of members of the Association shall have no effect unless approved by the Board of Directors.

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2.9 Minutes. Minutes of all meetings of members shall be kept in a business-like manner and available for inspection by members, or their authorized representatives, and directors at all reasonable times. Said minutes shall be retained by the Association for at least seven (7) years.

3. DIRECTORS

3.1 Membership. The affairs of the Association shall be managed by a Board of Directors who shall be members of the Association, excepting that the first Board of Directors shall consist of three (3) directors who need not be members of the Association. The Board shall remain at three (3) directors until such time as Developer turns control of the Association over to the membership at which time the Board shall consist of not less than five (5) members. Subject to the above, the Board of Directors may from time to time increase or decrease the number of persons to serve on the Board, provided, however, that the Board shall always consist of an odd number of members, and provided, further, that there shall never be less than three (3) directors on the Board. Any increase or decrease in the number of members on the Board shall be effectuated at least thirty (30) days prior to a regular annual election of the Board, and such change in number shall be effective as of the date of the next regular election. The term of the first Board of Directors or their replacements, shall continue until Developer is required by law to relinquish control, or voluntarily relinquishes control, of the Association.

3.2 Election. Election of directors shall be conducted in the following manner:

(a) Election of directors shall be held at the annual members' meeting, commencing with the annual meeting on the second Tuesday in December following the year in which Developer relinquishes control of the Association. Election of directors thereafter shall be at each year's annual meeting. Notwithstanding the preceding two sentences, when members other than Developer own fifteen (15%) percent of the Units that will be operated ultimately by the Association, the members other than the Developer shall elect no less than one-third (1/3) of the directors. Said election shall be conducted at a special members' meeting which may be called by any member if the Association fails to do so.

(b) The Board of Directors may, at its discretion, designate a nominating committee of not less than three (3) nor more than five (5) members. In the event the Board shall elect to designate such a committee, the committee shall be designated not less than thirty (30) days prior to the annual meeting, and shall be charged with the duty of nominating one (1) person for each director to be elected, provided, however, additional nominations shall be received from the floor prior to elections at the annual meeting.

(c) The election shall be by ballot (unless dispensed with by unanimous consent) and by a plurality of the votes cast, each person voting being entitled to cast his votes for each of as many nominees as there are vacancies to be filled. There shall be no cumulative voting.

(d) Except as to vacancies created by removal of directors by members, vacancies in the Board of Directors occurring between annual meetings of members shall be filled by the remaining directors.

(e) Any director may be removed, with or without cause, by concurrence of a majority of the votes of the entire membership of the Association at a special meeting of the members called for that purpose. Said meeting may be called by ten (10%) percent of the

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members. The vacancy in the Board of Directors so created shall be filled by the members of the Association at the same meeting. Any director may be removed, with or without cause, by a written agreement executed by a majority of all of the members. The vacancy in the Board of Directors so created shall be filled by the members of the Association at a special members' meeting. Said meeting shall be held within thirty (30) days from the date that the Board of Directors receives the members' agreement.

(f) Provided, however, that until Developer has relinquished control of the Association, the first directors of the Association other than the director elected pursuant to the third sentence of 3.2(a) above, shall serve, and in the event of vacancies, the remaining directors shall fill the vacancies, and if there are no remaining directors, the vacancies shall be filled by Developer.

3.3 Term. The term of each director's service, subject to the provisions of 3.2(f) above, shall extend until the next annual meeting of the members and subsequently until his successor is duly elected and qualified or until he is removed in the manner elsewhere provided.

3.4 Organization Meeting. The organization meeting of a newly-elected Board of Directors shall be held within ten (10) days of their election at such place and time as shall be fixed by the directors at the meeting at which they were elected, and no further notice of the organization meeting shall be necessary.

3.5 Regular Meetings. Regular meetings of the Board of Directors may be held at such time and place as shall be determined, from time to time, by a majority of the directors. Notice of regular meetings shall be given to each director, personally or by mail, telephone or telegraph, at least seven (7) days prior to the day named for such meeting.

3.6 Special Meetings. Special meetings of the Board of Directors may be called by the President and must be called by the Secretary/Treasurer at the written request of one-third (1/3) of the directors. Not less than forty-eight (48) hours' notice of the meeting shall be given personally or by mail, telephone or telegraph, which notice shall state the time, place and purpose of the meeting.

3.7 Waiver of Notice. Any director may waive notice of a meeting before or after the meeting and such waiver shall be deemed equivalent to the giving of notice.

3.8 Members. Meetings of the Board of Directors shall be open to all members. Notice of all meetings shall be posted in a conspicuous place on the Condominium Property at least forty-eight (48) hours in advance of a meeting, except in an emergency. Notice of any meeting where Assessments against the Unit Owners are to be considered for any reason shall specifically contain a statement that Assessments will be considered and a statement concerning the nature of any such Assessments.

3.9 Quorum. A quorum at directors' meetings shall consist of a majority of the entire Board of Directors. The acts approved by a majority of those present at a meeting at which a quorum is present shall constitute the acts of the Board of Directors, except when approval by a greater number of directors is required by the Declaration of Condominium, the Articles of Incorporation of the Association, or these By-Laws.

3.10 Adjourned Meeting. If at any meeting of the Board of Directors there be less than a quorum present, the majority of those present may adjourn the meeting from time to time. No further notice need be given of an adjourned meeting.

3.11 Joinder in Meeting by Approval of Minutes. The joinder of a director in the action of a meeting by signing and concurring in the minutes of that meeting shall constitute the presence of such director for all purposes other than determining a quorum.

3.12 Presiding Officer. The presiding officer of directors' meetings shall be the Chairman of the Board if such an officer has been elected; and if not, the President shall preside. In the absence of the presiding officer, the directors present shall designate one of their number to preside.

3.13 Order of Business. The order of business at directors' meetings shall be:

- (a) Calling of roll.
- (b) Proof of due notice of meeting.
- (c) Reading and disposal of any unapproved minutes.
- (d) Reports of officers and committees.
- (e) Election of officers.
- (f) Unfinished business.
- (g) New business.
- (h) Adjournment.

3.14 Fee. A director shall not be entitled to, nor paid any fee for his services as a director.

3.15 Minutes. Minutes of all meetings of the Board of Directors shall be kept in a book available for inspection by members, or their authorized representatives, and directors at any reasonable time. The Association shall retain said minutes for not less than seven (7) years.

4. POWERS AND DUTIES OF THE BOARD OF DIRECTORS

All of the powers and duties of the Association existing under The Condominium Act, the Declaration of Condominium, the Articles of Incorporation of the Association, and these By-Laws, shall be exercised exclusively by the Board of Directors, its contractors or employees, subject only to approval by members where such approval is specifically required. Without limiting the powers and duties of the Board of Directors, it shall have the following express powers, in addition to all others herein granted, and provided for by the Declaration of Condominium and The Condominium Act, to-wit:

- (a) To enter into a management contract, providing for the management of the Condominium Property.
- (b) To enter into contracts for the purpose of making available to the Unit Owners, Interval Owners, and residents of the Units such services as, security guard systems and cable television service, and similar services.
- (c) To charge, assess, and collect fees, charges, Maintenance Fees, and Assessments, including reserves for the Condominium, and to enforce the collection thereof according to the Declaration of Condominium and the exhibits thereto and as allowed by law.
- (d) To enter into and terminate agreements with organizations providing Interval Owners in Units Committed to Interval Ownership the opportunity to trade the use of their respective Unit Weeks with other Interval Owners at other resorts.

5. OFFICERS

5.1 Officers. The officers of the Association shall be a President, who shall be a director, a Vice President, and a Secretary/Treasurer, all of whom shall be elected annually by the Board of Directors, and such other officers as the Board of Directors may, from time

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to time, designate. Any officer may be removed peremptorily, without cause, by a vote of two-thirds (2/3) of the directors present at any duly constituted meeting. Any person may hold more than one (1) office, except that the same person shall not hold the office of President and Secretary/Treasurer. A vacancy in any office shall be filled by the Board of Directors.

5.2 President. The President shall be the chief executive officer of the Association. He shall have all of the powers and duties usually vested in the office of president of an association, including but not limited to, the power to appoint committees from among the members from time to time, as he, in his discretion, may determine appropriate to assist in the conduct of the affairs of the Association.

5.3 Vice-President. The Vice-President shall, in the absence or disability of the President, exercise the powers and perform the duties of the President. He also shall assist the President generally and exercise such other powers and perform such other duties as shall be prescribed by the directors.

5.4 Secretary/Treasurer. The Secretary/Treasurer shall keep the minutes of all proceedings of the directors and the members. He shall attend to the giving and serving of all notices to the members and directors and other notices required by law. He shall have custody of the seal of the Association and affix it to instruments requiring a seal when duly signed. He shall keep the records of the Association. He shall have custody of all property of the Association, including funds, securities and evidences of indebtedness. He shall keep the books of the Association in accordance with good accounting practices; and he shall perform all other duties incident to his office and as required by the directors or the President.

5.5. Compensation. No compensation shall be paid to any officer of the Association.

6. FISCAL MANAGEMENT

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

6.1 Accounts. The receipts and expenditures of the Association shall be credited and charged to accounts under the following classifications as shall be appropriate, all of which expenditures shall be Common Expenses:

(a) Current expenses which shall include all receipts and expenditures within the year for which the budget is made, including a reasonable allowance for contingencies and working funds, except expenditures chargeable to reserves, to additional improvements or to operations. The balance in this fund at the end of each year shall be applied to reduce the Assessments for current expenses for the succeeding year, or may be distributed to the membership, as the directors shall determine.

(b) Reserve for deferred maintenance, which shall include funds for maintenance items that occur less frequently than annually.

(c) Reserve for replacement, which shall include funds for repair or replacement required because of damage, depreciation or obsolescence.

(d) Betterments, which shall include the funds to be used for capital expenditures for additional improvements or additional personal property that will be part of the Common Elements.

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(e) Operations, which shall include gross revenues from the use of Common Elements and from other sources. Only the additional direct expense required by any revenue producing operation will be charged to this account, and any surplus from any operation shall be used to reduce the Assessments for current expense for the year during which the surplus is realized, or, at the discretion of the Board of Directors, in the year following the year in which the surplus is realized. Losses from operations shall be met by special Assessments against Unit Owners, which Assessments may be made in advance in order to provide a working fund.

6.2 Budget. (a) The Board of Directors shall adopt a budget for each fiscal year that shall include the estimated funds required to defray the Common Expense and to provide and maintain funds for reserves. A copy of the proposed budget shall be mailed to each Unit Owner not less than thirty (30) days prior to the meeting at which it is to be considered, together with a notice of that meeting.

(b) In the event that an adopted budget requires Assessments against the Unit Owners in any calendar or fiscal year exceeding one hundred fifteen (115%) percent of the Assessments against the Unit Owners for the preceding year, then in that event, the Board of Directors shall, upon the written application of ten (10%) percent of the Unit Owners, call a special meeting of the Unit Owners. Said meeting shall be held within thirty (30) days from the date the Board of Directors receives the Unit Owners' application. At said special meeting, the Unit Owners shall consider and adopt a budget. Adoption of a budget by the Unit Owners shall require the approval of a majority of all Unit Owners. In determining whether Assessments against the Unit Owners exceed one hundred fifteen (115%) percent of the Assessments against Unit Owners for the preceding year, any authorized provisions for: reasonable reserves for repair or replacement of the Condominium Property; anticipated expenses by the Association which are not anticipated to be incurred on a regular or annual basis; or Assessments for betterments to the Condominium Property shall be excluded from the computation.

6.3 Assessments. Assessments against the Unit Owners for their share of the items of the budget shall be made not less frequently than quarterly. Such Assessments shall be due and payable in installments as determined by the Board of Directors. If an Assessment is not made as required, an Assessment shall be presumed to have been made in the amount of the last prior Assessment, and payments on such Assessment shall be due and payable in the same manner as the prior Assessment. In the event the Assessment proves to be insufficient, the budget and Assessment may be amended at any time by the Board of Directors. Unpaid Assessments for the remaining portion of the fiscal year for which an amended Assessment is made shall be payable as determined by the Board of Directors. Provided, nothing herein shall serve to prohibit or prevent the Board of Directors from imposing a lump sum Assessment in case of any immediate need or emergency.

6.4 Acceleration of Assessment Installments upon Default. If a Unit Owner shall be in default in the payment of an Assessment or an installment upon an Assessment, the Board of Directors may accelerate the remaining balance of the Assessment upon notice to the Unit Owner, and the then unpaid balance of the Assessment shall be due upon the date stated in the notice, but not less than five (5) days after delivery of the notice to the Unit Owner, or not less than ten (10) days after the mailing of such notice to him by registered or certified mail, whichever shall first occur.

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6.5 Determination of Maintenance Fee.

(a) The Board of Directors shall fix and determine from time to time, the sums necessary and adequate for the Maintenance Fee for Units Committed to Interval Ownership. The Maintenance Fee for such Units shall include the items specified in the Declaration of Condominium.

(b) When the Board of Directors has determined the amount of any Maintenance Fee, the Secretary/Treasurer shall mail or present to each Interval Owner within all Units Committed to Interval Ownership a statement of said Maintenance Fee. All Maintenance Fees shall be payable to the Secretary/Treasurer and, upon receipt, said Secretary/Treasurer shall give a receipt for each payment made to him, if requested by an Interval Owner.

(c) Maintenance Fees for Units Committed to Interval Ownership shall be payable quarterly and shall be due on the first day of January, April, July and October, unless otherwise ordered by the Board of Directors.

6.6 Application of Payments and Co-Mingling of Funds. All sums collected by the Association from Assessments and Maintenance Fees may be co-mingled in a single fund or divided into more than one (1) fund, as determined by the Board of Directors. All payments of Assessments and Maintenance Fees by a Unit Owner or Interval Owner shall be applied as to interest, delinquencies, costs and attorneys' fees, other charges, expenses and advances as provided herein and in the Declaration of Condominium, in such manner and amounts as the Board of Directors determines in its sole discretion.

6.7 Depository. The depository of the Association shall be such bank or savings and loan association as shall be designated from time to time by the directors and in which the monies of the Association shall be deposited. Withdrawal of monies from such accounts shall be only by such persons as are authorized by the directors, provided that a Management Agreement may include in its provisions authority in a designated agent to sign checks on behalf of the Association for payment of the obligations of the Association.

6.8 Bonding. Fidelity bonds shall be required by the Board of Directors for all persons handling or responsible for Association funds in such an amount as shall be determined by the Board. The premiums on such bonds shall be paid by the Association as a Common Expense.

6.9 Audit. An audit of the accounts of the Association may be made from time to time as directed by the Board of Directors. A copy of any audit report received as a result of an audit shall be furnished to each member of the Association not later than sixty (60) days after its receipt by the Board of Directors. The audit, as used herein, is not intended to be a certified audit, but need only be a summation of the year's transactions.

6.10 Taxes. In the event that the Association is considered the taxpayer or tax collecting agent under Florida law for the purpose of ad valorem taxes or special assessments levied by taxing authorities against Unit Weeks in the Condominium, then the Association shall pro-rate said taxes or special assessments among all members and the Association shall have the same rights to collect a member's pro-rata share of same as it has to collect Common Expenses, including lien rights.

7. PARLIAMENTARY RULES

Roberts' Rules of Order (latest edition) shall govern the conduct of the Association meetings when not in conflict with the Declaration of Condominium, the Articles of Incorporation of the Association, or these By-Laws.

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8. TRANSFER OF UNITS

All Unit Owners, all Interval Owners in a Unit Committed to Interval Ownership, and their respective transferees, shall notify the Association of any transfer, by sale or otherwise, of said Unit or Unit Week within ten (10) days of the date of same. Said notice shall include such information and be in the form that the Association shall prescribe from time to time. The Association may send all necessary notices to the person shown as Owner of said Unit or Unit Weeks in its records, and said notice shall be binding as to any other Owner of said Unit or Unit Weeks where the Association has not been notified as provided herein.

9. LIABILITY SURVIVES TERMINATION OF MEMBERSHIP

The termination of membership in the Association shall not relieve or release any such former member from any liability or obligations incurred under or in any way connected with the Condominium or the Association during the period of such ownership and membership, or impair any rights or remedies which the Association may have against said former member arising out of or in any way connected with such ownership and membership, and the covenants and obligations incident thereto.

10. AMENDMENTS

10.1 Resolution. A resolution for the adoption of a proposed amendment to these By-Laws may be proposed by either the Board of Directors or by the members. Members may propose such an amendment by instrument in writing directed to the President or Secretary/Treasurer of the Board signed by not less than ten (10%) percent of the membership. Amendments may be proposed by the Board of Directors by action of a majority of the Board of Directors at any regularly constituted meeting thereof. Upon an amendment being proposed as herein provided for, the President, or, in the event of his refusal or failure to act, the Board of Directors, shall call a meeting of the membership to be held within sixty (60) days for the purpose of considering said amendment. Directors and members not present in person or by proxy at the meeting considering the amendment may express their approval in writing, providing such approval is delivered to the Secretary/Treasurer at or prior to the meeting. Except as elsewhere provided, such approvals must be either by:

(a) Not less than seventy-five (75%) percent of the entire membership of the Board of Directors and by not less than fifty-one (51%) percent of the votes of the entire membership of the Association; or

(b) Not less than sixty (60%) percent of the votes of the entire membership of the Association; or

(c) Until the first election of directors, and so long as the initial directors designated in the Certificate of Incorporation shall remain in office, proposal of an amendment and approval thereof shall require only the affirmative action of all of the said original directors, and no meeting of the members nor any approval thereof need be had.

10.2 Proviso. (a) Provided, however, that no amendment shall discriminate against: any Unit Owner, any Interval Owner, any Unit or class or group of Units or any Unit Week or class or group of Unit Weeks, unless the Unit Owners or Interval Owners so affected shall consent. No amendment shall be made that is in conflict with the Articles of Incorporation of the Association or the Declaration of Condominium.

(b) Provided, however, that no By-Law shall be amended by reference to its title or number only. Proposals to amend a By-Law shall contain the full text of the By-Law to be amended; new words

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shall be inserted in the text and underlined, and deleted words shall be lined through with hyphens. However, if the proposed change is so extensive that the procedure outlined in the preceding sentence would hinder rather than aid the understanding of the proposed amendment, then it shall not be necessary to use said procedure, but, instead, the following notation must be inserted immediately preceding the proposed amendment: "Substantial rewording of By-Law. See By-Law \_\_\_\_\_ for present text."

10.3 Execution and Recording. A copy of each amendment shall be attached to a certificate certifying that the amendment was duly adopted as an amendment of the Declaration of Condominium and By-Laws, which certificate shall be executed by the Association with the formalities of a deed. The amendment shall be effective when such certificate shall be annexed to and recorded with an amendment to the Declaration of Condominium.

10.4 Errors. Nonmaterial errors or omissions in the By-Law amendment process shall not invalidate an otherwise properly promulgated amendment.

The foregoing were adopted as the By-Laws of the Association at the first meeting of the Board of Directors on the 7<sup>th</sup> day of February, 1983.

Approved:

\_\_\_\_\_  
President

*[Handwritten Signature]*

\_\_\_\_\_  
Secretary/Treasurer

*[Handwritten Signature]*

NOT FOR RECORD

LAW OFFICES OF  
DeLOACH & HOFSTRA, P.A.  
8486 SEMINOLE BLVD.  
P.O. BOX 3392  
SEMINOLE, FL 33542

CARRIAGE HOUSE BEACH RESORT, A CONDOMINIUM  
Consent of Mortgagee

KNOW ALL MEN BY THESE PRESENTS, That Carriage House Associates, a Florida partnership, and Louis V. Scarnecchia, the owners and holders of mortgages on the following described lands:

The North half (N 1/2) of Lot 7, and all of Lots 8 and 9, GULF VIEW BEACH SUBDIVISION, according to the map or plat thereof as recorded in Plat Book 25, page 17, of the Public Records of Pinellas County, Florida.

do hereby consent to the Declaration of Condominium of CARRIAGE HOUSE BEACH RESORT, A CONDOMINIUM.

IN WITNESS WHEREOF, this Consent of Mortgagee has been executed the 2 day of September, 1987.

Witnesses:

CARRIAGE HOUSE ASSOCIATES, a Florida partnership

[Signature]  
Benita L. Atkinson  
[Signature]  
Benita L. Atkinson

By: [Signature]  
Louis V. Scarnecchia, Partner  
[Signature]  
Louis V. Scarnecchia, Individually

STATE OF FLORIDA  
COUNTY OF PINELLAS

Before me, the undersigned authority, personally appeared Louis V. Scarnecchia, as partner of Carriage House Associates, a Florida partnership, and Louis V. Scarnecchia, individually, and he acknowledged before me that he read the foregoing Consent of Mortgagee, by him subscribed, and that the contents of same are true and he signed same as such partner on behalf of said partnership for the purposes expressed herein.

1987. WITNESS my hand and official seal this 2 day of September

[Signature]  
Notary Public - State of Florida  
My Commission Expires:  
Notary Public, State of Florida at Large  
My Commission Expires Oct. 14, 1984  
Elected Notary Public for Pinellas County

LAW OFFICES OF  
DeLOACH, ANDERSON & HOFSTRA, P.A.  
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P.O. BOX 3392  
SEMINOLE, FL 33542

EXHIBIT "E"  
TO DECLARATION

PHONE: (813) 397-5571

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CONSENT OF MORTGAGEE

The undersigned, FORTUNE FEDERAL SAVINGS AND LOAN ASSOCIATION, a corporation organized and existing under the laws of the United States of America, hereby consents to the recording of the Declaration of Condominium of CARRIAGE HOUSE BEACH RESORT, A CONDOMINIUM, this 6th day of October, 19 82.

Signed, sealed and delivered in the presence of:

FORTUNE FEDERAL SAVINGS AND LOAN ASSOCIATION

Emily Kay Rehm  
Sally M. Morse

By: Jean C. Townsend  
Jean C. Townsend, Assistant Vice President  
Attest: Fannie Mae Burgess  
Fannie Mae Burgess, Assistant Secretary

STATE OF FLORIDA  
COUNTY OF PINELLAS

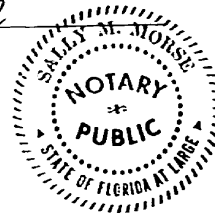
I HEREBY CERTIFY that this day in the next above-named State and County before me, an officer duly authorized and acting, personally appeared Jean C. Townsend and Fannie Mae Burgess, Assistant Vice President and Assistant Secretary, respectively of FORTUNE FEDERAL SAVINGS AND LOAN ASSOCIATION, a corporation organized and existing under the laws of the United States of America, to me known to be the persons described in and who executed the foregoing Consent of Mortgagee, and they acknowledged then and there before me that they executed the same as such officers for the purposes therein expressed, and that they affixed thereto the official seal of said corporation; and that the said agreement is the act and deed of said corporation.

WITNESS my hand and official seal this 6th day of October, 19 82

Sally M. Morse  
NOTARY PUBLIC

My Commission Expires:

Notary Public, State of Florida at Large  
My Commission Expires July 27, 1986



56-A

CARRIAGE HOUSE BEACH RESORT, A CONDOMINIUM

Consent of Mortgagee

KNOW ALL MEN BY THESE PRESENTS, That Park Bank of Florida, the owner and holder of a mortgage on the following described lands:

The North half (N 1/2) of Lot 7, and all of Lots 8 and 9, GULF VIEW BEACH SUBDIVISION, according to the map or plat thereof as recorded in Plat Book 25, page 17, of the Public Records of Pinellas County, Florida.

does hereby consent to the Declaration of Condominium of CARRIAGE HOUSE BEACH RESORT, A CONDOMINIUM.

IN WITNESS WHEREOF, this Consent of Mortgagee has been executed the 22nd day of November, 1982.

Witnesses:

Laura K Stewart
Linda Byars

PARK BANK OF FLORIDA

By: Arthur E. Johnson, III
Senior Vice President

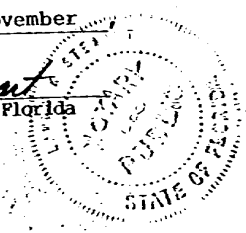
STATE OF FLORIDA
COUNTY OF PINELLAS

Before me, the undersigned authority, personally appeared Arthur E. Johnson, III as Sr. Vice Pres. of Park Bank of Florida, and he acknowledged before me that he read the foregoing Consent of Mortgagee, by him subscribed, and that the contents of same are true and he signed same as such officer on behalf of said banking association for the purposes expressed herein.

WITNESS my hand and official seal this 22nd day of November 1982.

Laura K Stewart
Notary Public - State of Florida
My Commission Expires:

NOTARY PUBLIC STATE OF FLORIDA AT LARGE
MY COM. EXPIRES 22ND AUG 18 1985
BONDED THRU GENERAL INS. UNDERWRITERS



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P.O. BOX 3392
SEMINOLE, FL 33542

EXHIBIT "B" TO DECLARATION

PHONE: (813) 397-5571

56-B