

DOCUMENTS

of the

CRYSTAL BAY CONDOMINIUM ASSOCIATION, INC.

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Crystal Bay Rules and Regulations

1. **PARKING:** The circles zones in front of buildings are **NO PARKING** zones to be used for the expressed purpose of loading and unloading **ONLY** for a time period not to exceed 15 minutes. Flashers are to be used for duration of this period. Guests and contractors must park in **GUEST** parking. All vehicles exceeding the 15 minute limit are subject to being towed at vehicle owner's expense without exception.
2. **VEHICLE RESTRICTIONS:** Motorcycles, RV's, commercial and other marked vehicles are not allowed. All vehicles must be properly registered, insured and have a valid tag. Vehicles not properly tagged are subject to being towed at owners' expense.
3. **VEHICLE DECALS:** If you do not have a vehicle sticker, contact me immediately with your vehicle information so I can provide you with one. This information will allow us to contact an owner and prevent avoidable and unnecessary towing fees, which begin at \$150.00.
4. **JANITOR CLOSETS:** These closets are for **BOXES ONLY**. Please do not place any other items in these closets. Also, please break down all boxes prior to placing them in the closets.
5. **TRASH CHUTES:** Use of these is restricted to raw, bagged and tied/sealed garbage in size suitable to fit down the chute. **NO** other items or trash are allowed in these chutes. Please make your own arrangements for disposal of all other items, such as tiles, carpet, blinds, furniture, etc.
6. **OWNERS and CONTRACTORS:** All contractors, regardless of a previous relationship with Crystal Bay, must complete a contractor's package prior to the start of any job. The package must be approved by the board and/or management prior to any work being performed. Failure to adhere to this regulation will result in the contractor being asked to leave the property and the contractor will **NOT** be permitted to perform services here again without advance board/management review and approval. A contractor's package has to be completed for **EACH** time work is performed whether for the same unit owner or for another unit owner. Contractors are to remove **ALL** discarded materials from the Property. Contractors are not to use Crystal Bay dumpsters for their debris. This includes old A/C units from the roof. Owners are responsible for notifying the contractor of the above restrictions and of the

not limited to: lobbies, elevators, hallways and exterior of buildings. Owners and contractors alike please be advised that the public waste disposal is located on 28th St and 118th Ave.

Contractor packages may be found in the wall boxes by Crystal Bay Office. Upon completion, please slide package through mail slot on office door if no one is in office. Please allow 2 weeks for approval process.

7. PETS: Only one pet, weighing less than 20lbs., per unit OWNER is allowed. Please clean up after your pets. RENTERS/ TENANTS ARE NOT ALLOWED TO HAVE PETS. Any tenants found to have pets will be asked to remove the pet. Failure to remove the pet will result in the association seeking legal remedies. Quit claim deeds to prove ownership in order to have a pet must be recorded at the county courthouse. **Also complaints have come in regarding owners on upper floors leaving their pets on balconies & spraying urine & feces off the balcony. Please understand this comes into your neighbors balconies below you.*
8. STORAGE BINS: Please make sure that your items are placed securely in your cage. Any items left on the floor or on the top of the storage bins will be removed and discarded.
9. BICYCLE STORAGE ROOM: All bicycles must be properly tagged with the unit number and owners name on it at all times. Any bicycles without tags will be disposed of without further notice.
10. MOVING HOURS and FURNITURE: Moving hours are from 9a.m. to 9pm so as not to disturb your neighbors. Whether moving in, out or having furniture delivered please remember that you must first come to management office to reserve the freight elevator. We will pad the elevator for you and after a security deposit of \$200 by check is received you will be given a key that will allow the door to be kept open in the proper manner. Any other means of "propping" open the door will cause a malfunction to the operation to BOTH elevators. Your security deposit will be returned to you when Office has received key back and is satisfied that no damage to Property has been incurred. Do not leave your items in hallways or other common areas as these represent a hazard to other residents particularly in the event of an emergency.

Any pet owner found not being responsible in the clean up of a pet will be asked to remove the pet, And/or legal action will be sought. Pets are a huge responsibility and require a lot of attention & time. If you are going to have one, please respect the pet and your neighbors and care for them appropriately.

11. GROCERY CARTS: are to be returned immediately to the closet from which they were removed and are to be used by residents for groceries only.

12. LOST/STOLEN ITEMS: Lost and/or stolen items are not the responsibility of the Association or Management Company. This includes but not limited to, items in your private unit, the storage rooms, bicycle rooms, hallways, and vehicles in parking lot. Please make sure that you secure all of your items.

13. NOISE: Residents, both owners and tenants, must demonstrate respect for their neighbors. The number of complaints regarding noise has increased significantly. We ask that you monitor your noise levels so as not to disturb other residents. Please gently close your sliding glass doors and other doors. Please keep heavy objects from falling on the floors when you are above another unit. Should we receive verifiable complaints against the same resident over and over, we will seek legal remedies.

14. ACCESS: Please do not allow anyone you do not know into the building! Furthermore, there are too many people leaving the doors propped open. There is a reason we have limited access. Please respect our security and close any doors you see open. Additionally we do not have keys to some units..... Please note that if we do not have access during a maintenance emergency we will be forced to gain entry. Resultant damages will be at owners' expense.

15. TENANT and NEW OWNERS APPLICATION PROCESS: All tenants and new owners must be approved by the association and management prior to move in. All residents are subject to a background check. The application packages for lease and sale may be found in the wall boxes by Crystal Bay Office. Upon completion, please slide package through mail slot on office door if no one is in office. Please allow 2 weeks for approval process.

Crystal Bay Rules and Regulations

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6. **OWNERS and CONTRACTORS:** All contractors regardless of a previous relationship with Crystal Bay must complete a contractor's package prior to the start of any job. The package must be approved by the board and / or management prior to any work being performed. Failure to adhere to this regulation will result in the contractor being asked to leave the property and contractor will **NOT** be allowed to perform services here again. Their needs to be a contractor's package completed for each time work is performed whether for the same unit owner or another. Contractors are to remove ALL discarded materials from the Property. They are not to use our dumpsters for their debris. This includes old A/C units from the roof. Owners are responsible for notifying the contractor of the above restrictions and of the contractors' responsibility for cleaning up after themselves each day work is done in any areas impacted by their work. This includes but is

FREQUENTLY ASKED QUESTION AND ANSWER SHEET

CRYSTAL BAY CONDOMINIUM ASSOCIATION, INC

AS OF 09/01/96

- Q: What are my voting rights in the condominium association?
- A: Each condominium unit is entitled to one vote. See Article VII, Section 3, of the Declaration of Covenants, Conditions and Restrictions for the condominium association.
- Q: What restrictions exist in the condominium documents on my right to use my unit?
- A: The restrictions to be imposed on units concerning the use of any of the condominium property are contained in Article VIII of the Declaration of Condominium and any Rules and Regulations that may be made from time to time by the association. Please review Article VIII of the Declaration of Condominium and the Rules and Regulations for the text of the restrictions. A copy of Article VII is attached hereto and made a part of.
- Q: What restrictions exist in the condominium documents on the leasing of my unit?
- A: Article XV, the Declaration of Condominium contains the restrictions regarding the leasing of your unit.
- Q. How much are my assessments to the condominium association for my unit type and when are they due?
- A. Monthly assessments for each unit are due on the first of each month. The amount of the monthly maintenance fee for your unit can be determined by reviewing the annual budget of the association, a copy of which is attached.

PAGE 2 QUESTION AND ANSWER SHEET

Q: Do I have to be a member in any other association? If so, what is the name of the association and what are my voting rights in this association? Also, how much are my assessments?

A: No

Q: Am I required to pay rent or land use fees for recreational or other commonly used facilities? If so, how much am I obligated to pay annually?

A: No

Q: Is the condominium association or other mandatory membership association involved in any court cases in which it may face liability in excess of \$100,000.00? If so, identify each such case.

A: No

NOTE: THE STATEMENTS CONTAINED HEREIN ARE ONLY SUMMARY IN NATURE. A PROSPECTIVE PURCHASER SHOULD REFER TO ALL REFERENCES, EXHIBITS HERETO, THE SALES CONTRACT, AND THE CONDOMINIUM DOCUMENTS.

RULES AND REGULATIONS
OF
FEATHER POINTE ASSOCIATION, INC.

Rules and Regulations Relevant to Common Elements and Recreation Facility. The Manager shall enforce the Rules and Regulations of the Association and supervise, operate, control, manage and maintain at all times the Recreation Facility. Additionally, the Manager shall, from time to time, propose to the Board such additional Rules and Regulations as the Manager deems advisable, and the repeal or amendment of Rules and Regulations with respect to the use of Recreation Facility and common properties. The Manager shall also recommend to the Board activities and programs to be carried on in the Recreation Facility and shall employ the personnel required therefor. The Manager shall also propose (subject to local government regulations) Rules and Regulations as to the parking areas and control of traffic.

The following Rules and Regulations, together with such additional Rules and Regulations as may be adopted hereafter by the Board of Administration, shall govern the use of common elements and the conduct of all residents whether the same are Unit Owners or Lessees:

1. In order to enhance the beauty of the buildings and for safety purposes, the sidewalks, entrances, passages and all of the common elements, must not be obstructed or encumbered or used for any purpose other than ingress and egress to and from the premises; nor shall any carts, carriages, chairs, tables, or any other similar objects be stored therein. Bicycles may be stored only in specifically designated areas.
2. Owners shall store personal property within their respective units designated storage areas.
3. To provide a healthy environment and in order to eliminate odors and vermin, all garbage must be placed in plastic bags and deposited with all refuse ONLY in the areas so designated. The Common elements shall be kept free and clear of rubbish, debris, and other unsightly material.
4. So as to maintain the cleanliness of the Property, no Owner shall sweep or throw any dirt or other substances upon the grounds.
5. In order that labor costs may be kept to a minimum, employees of the Association may not be sent out of the Property by any Owner at any time for any purpose. No Owner or resident may direct, supervise or in any manner attempt to assert control over the employees or agents of the Association.
6. Servants and domestic help of the Owner may not gather or lounge in the common areas.
7. In order that all Owners may have the quiet enjoyment of their property, no Owner shall make or permit any disturbing noises on the Property by himself, his family, servants, employees, agents, visitors, and licensees, nor do or permit anything by such persons that will interfere with the reasonable rights, comforts or conveniences of the Owners. No Owner shall unreasonably play or suffer to be played upon any musical instruments or operate or suffer to be operated, a phonograph, television, radio or sound amplifier, in such manner as to disturb or annoy other Owners. No Owner shall conduct or permit to be conducted, vocal or instrumental instruction at any time.

displayed, inscribed, painted or affixed, in, on, or upon any part of the Property without the written consent of the Board.

9. In order to protect the Property, during the hurricane season the Association must prepare by:

Removing all furniture, plants, and other objects from the pool deck.

10. Pets will not be allowed within or about the Property.

11. There shall be no solicitation by any person anywhere in the buildings for any cause, charity, or any purpose whatsoever, unless specifically authorized by the Board.

12. No fires, cooking devices or other devices which emit smoke or dust shall be allowed. The parking and/or storage of trucks, vans, campers, boats, trailers, mobile homes, buses, storage vehicles, industrial vehicles, commercial type vans, motorcycles or vehicles with advertising is prohibited without the prior written consent of the Association. No vehicle without a valid license plate shall be permitted. Vehicles which are missing one or more wheels, or which are not in an operating condition shall not remain for more than two (2) consecutive days.

13. Washing of automobiles shall be permitted only in designated areas.

14. Non-exclusive reservation of the common facilities will be permitted upon advance application to the Board of Directors for such use and the payment of a deposit as required by the Board.

All events held by members will only be social in purpose. The facilities will not be used for business reasons, for public welfare, for religious gatherings unless specifically sponsored by the Association for the membership and for any other purpose that is not considered social by nature. The number of persons that may use the facilities under a specific reservation shall not exceed 75 persons.

Any party with 25 or more guests will be responsible to pay a use fee of \$100.00, which will be deducted from the \$1,000.00 deposit for private parties.

15. The swimming pool and spa shall be open to members and guests as follows:

9:00 AM to 11:00 PM (From Monday to Thursday)
9:00 AM to 12:30 PM (From Friday to Sunday)

All members and guests are subject to the Pool Rules and Regulations as promulgated in the pool area and as required by the County Department of Health. It is emphasized herewith that the use of glass articles of any nature, shape or form are strictly prohibited in the pool and spa area.

16. The number of persons authorized to use the pool is limited to 24 persons only.

*17. Children not potty trained will not be allowed in the swimming pool or spa.

*18. Children under the age of 12 years must be accompanied by a parent or responsible guardian.

MANAGEMENT AND ASSOCIATES: 789-1284

19 - Children under the age of 16 years are not allowed in the club house at all times.

State of Florida



Department of State

I certify from the records of this office that CRYSTAL BAY CONDOMINIUM ASSOCIATION, INC. is a corporation organized under the laws of the State of Florida, filed on March 22, 1994.

The document number of this corporation is N94000001407.

I further certify that said corporation has paid all fees and penalties due this office through December 31, 1997, that its most recent annual report was filed on February 24, 1997, and its status is active.

I further certify that said corporation has not filed Articles of Dissolution.

Given under my hand and the
Great Seal of the State of Florida,
at Tallahassee, the Capitol, this the
Twenty-sixth day of February, 1997



Sandra B. Northam

Sandra B. Northam
Secretary of State



FLORIDA DEPARTMENT OF STATE
Sandra B. Mortham
Secretary of State

February 26, 1997

CRYSTAL BAY CONDOMINIUM ASSOCIATION, INC.
C/O STERLING MGMT INC
1301 SEMINOLE BLVD
LARGO, FL 34640 US

SUBJECT: CRYSTAL BAY CONDOMINIUM ASSOCIATION, INC.

DOCUMENT NUMBER: N94000001407

In compliance with the request on your 1997 Annual Report, the certificate of status for the subject corporation is enclosed.

Should you have any questions regarding this matter, please telephone (904) 488-9000.

Division of Corporations

Letter No. 797A00009991

INST # 94-160880
JUN 2, 1994 1:13PM

PINELLAS COUNTY FLA.
OFF. REC. BK 8683 PG 642

INST # 94-168593
JUN 8, 1994 2:13PM

PINELLAS COUNTY FLA.
OFF. REC. BK 8693 PG 32

11 RECORDING
ACCT 60914

DECLARATION OF CONDOMINIUM

REC 64950
FEES _____
MTF _____
PTG _____
P/C _____
DOC _____
INT _____
TOTAL 64950

OF
CRYSTAL BAY

A CONDOMINIUM

SUBMISSION STATEMENT

This instrument prepared by and return to: David A. Bacon, Esq. 2959 First Avenue North St. Petersburg, Florida 33713

RECORDING 649.50
TOTAL 1264.50

P.O. Box 3018, Sar FL 34230
INCLU

KNOW ALL MEN BY THESE PRESENTS, that CRYSTAL BAY LIMITED PARTNERSHIP, a Canadian partnership authorized to transact business in the State of Florida, hereinafter called "DEVELOPER", for itself, its successors, grantees, and assignees, hereby submits to the condominium form of ownership pursuant to Chapter 718 of the Florida Statutes, that certain real property located in the County of Pinellas, State of Florida, which real property is described in Exhibit "A" attached hereto and made a part hereof by reference. The submission to condominium to condominium ownership is made subject to all provisions of Chapter 718, Florida Statutes, and all restrictions, reservations, covenants, conditions, limitations and easements of public record and as set forth or otherwise referred to herein, all of which shall be and constitute covenants running with the land or equitable servitude upon the land and shall be binding upon all unit owners as hereinafter defined, and their grantees, devisees, mortgagees, successors and assigns.

*as Crystal Bay Limited Partnership - Canada

**as Phase 1 and Phase 2

ARTICLE I
THE CONDOMINIUM ACT:

The provisions of Chapter 718 of the Florida Statutes, (hereinafter referred to as the "Condominium Act") is incorporated herein by reference, and all provisions thereof shall apply to this Condominium to the extent necessary and proper. However, where Chapter 718 of Florida Statutes is permissive or to the extent that this Declaration is not in direct conflict with the provisions of said statute, this Declaration shall prevail.

ARTICLE II
NAME AND LOCATION:

The name and location by which this Condominium is to be identified is: CRYSTAL BAY, a Condominium, 2333 Feathersound Drive, Clearwater, Florida.

ARTICLE III
DESCRIPTION OF THE LAND:

The lands, owned by DEVELOPER, which are hereby submitted to the Condominium form of ownership are the lands and improvements thereon specifically described in the attached Exhibit "A", as Phase 1 and Phase 2

KARLEEN F. DEBLAKER, CLERK
RECORD VERIFIED BY: [Signature]

Declaration of Condominium

KARLEEN F. DEBLAKER, CLERK
RECORD VERIFIED BY: [Signature]

This instrument is being re-recorded to reflect witnesses

ARTICLE IV
DEFINITIONS:

The terms used in this Declaration of Condominium and its exhibits, including the By-Laws of the Association, shall be defined and construed in accordance with the provisions of the Condominium Act, and as follows unless the context otherwise requires:

4.1 Assessment: "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.

4.2 Association: "Association" means CRYSTAL BAY CONDOMINIUM ASSOCIATION, INC., a non-profit corporation, and its successors, which is and shall be the legal entity responsible for the operation of this Condominium.

4.3 Board: "Board" or "Board of Directors" means the Board of Administration of CRYSTAL BAY CONDOMINIUM ASSOCIATION, INC., a non-profit Florida Corporation.

4.4 By-Laws: "By-Laws" means the By-Laws for the government of CRYSTAL BAY CONDOMINIUM ASSOCIATION, INC.

4.5 Common Elements: ~~"Common Elements" means the portions of the Condominium property which are not included in the units. "Common Elements" means the portions of the Condominium property not included in the units and not included as limited common elements, as hereinafter defined, together with all improvements, devices or installations which are of common use or otherwise necessary for the common use of existence of any other property owned by the Association and for the maintenance and operation of the Condominium or of the common elements.~~

4.6 Common Expenses: "Common Expenses" means all expenses and assessments which are properly incurred by the Association for the Condominium.

4.7 Common Surplus: "Common Surplus" means the excess of all receipts of the Association from this Condominium and the owners of the units, including but not limited to assessments, receipts and revenues on account of the common elements, over the amount of the common expenses.

4.8 Condominium: "Condominium" means that form of ownership of condominium property under which units are subject to ownership by one or more owners, and there appurtenant to each unit as a part thereof an undivided share in the common elements.

4.9 Condominium Parcel: "Condominium Parcel" means the unit together with the undivided shares in the common elements which is appurtenant to the unit and all other appurtenances thereto.

4.10 Declaration of Condominium: "Declaration of Condominium" means the instrument by which the Condominium is created, as it may be amended from time to time. Throughout this instrument, the "Declaration of Condominium" shall be called the "Declaration".

4.11 Institutional Mortgagee: "Institutional Mortgagees" means national or state banks, national or state savings and loan associations, insurance companies, FHA approved mortgage lenders and mortgage bankers.

4.12 Limited Common Elements: "Limited Common Elements" means and includes those common elements which are reserved for the use of a certain unit or units to the exclusion of other units, as specified in this Declaration of Condominium.

4.13 Condominium Property: "Condominium Property" means and includes the lands that are subjected to condominium ownership, whether or not contiguous, together with all improvements thereon and all easements and rights appurtenant thereto intended for use in connection with the Condominium.

4.14 Condominium Unit or "Unit": "Condominium Unit" or "Unit" means that portion of the Condominium property which is subject to private ownership as defined in the Condominium Act, as further and specifically described in this Declaration and as designated on exhibits attached hereto and made a part hereof.

4.15 Developer: The "Developer" shall be deemed to mean CRYSTAL BAY LIMITED PARTNERSHIP, a Canadian partnership authorized to transact business in the State of Florida, as * "DEVELOPER" is defined by the provisions of Florida Statutes Chapter 718.
Crystal Bay Limited Partnership - Canada, as

4.16 Unit Owner or Owner of Unit: "Unit Owner" or "Owner of Unit" means the owner in fee simple of a Condominium parcel of unit.

4.17 Single Family: "Single Family" means one person or a group of two or more persons living together and interrelated by bonds of consanguinity, marriage, or legal adoption, or not more than three persons living together who may or may not be interrelated.

ARTICLE V DESCRIPTION OF CONDOMINIUM AND DEVELOPMENT PLAN:

The description of the condominium, including the land, buildings, recreational facilities, units and any other improvements being a part thereof, are described below:

5.1 The Land: A survey of the land of the condominium stating legal description of the land and showing all existing easements affecting the land is attached to this Declaration as Exhibit "A".

5.2 Buildings and Improvements: All buildings and improvements of the condominium are shown and depicted upon the plot plan which is attached to this Declaration as Exhibit "A".

5.3 Number of Units: The total number of condominium units of the condominium is 206. The number of condominium units located in each building of the condominium is shown and depicted upon Exhibit "A" which is attached to this Declaration.

5.4 Floor Plans: The floor plans, showing and depicting the approximate size and dimensions of the condominium units is included within and a part of Exhibit "A" attached to this Declaration.

The Developer reserves the right to change the interior design or arrangement of any or all units during such time as the Developer owns the units so changed and altered, provided any such change shall be reflected by an amendment of this Declaration; and any amendment for such purpose need be signed and acknowledged only by the Developer and Developer's mortgagee, if any, and need not be approved by the Association, prospective purchasers of condominium units or unit owners.

ALL BUILDINGS AND IMPROVEMENTS COMPRISING THE CONDOMINIUM HAVE BEEN COMPLETED.

5.5 Undivided Share in the Common Elements and Share in the Common Expenses and Common Surplus Appurtenant to Each Unit:

(a) Each unit shall have as an appurtenance thereto an undivided share in the common elements as set forth as a percentage in the schedule contained in Exhibit "C" attached hereto and made a part hereof, which undivided share is further described in Article VII of this Declaration.

(b) The common expenses shall be borne by the units owners and the unit owners shall share in the common surplus in the percentages as set forth in the schedule contained in Exhibit "C", which share of common expenses is further described in Article VII of this Declaration.

5.6 Unit Boundaries: Each unit shall consist of those parts of the building improvements which are stated below:

(a) The area of each unit consists of the volume of space enclosed by and contained within the unfinished upper boundaries, lower boundaries, and perimetrical boundaries, as defined below:

i. Upper boundaries: The upper boundaries shall be the unfinished surface (horizontal plane) of the ceiling.

ii. Lower boundaries: The lower boundaries shall be the unfinished surface (horizontal plane) of the floors.

iii. Perimetrical boundaries: The perimetrical boundaries shall be the unfinished inner surfaces of the perimeter walls of the unit, together with all exterior doors (except the finished exterior door surface), all windows, glass and screens.

(b) Interior Dividing Walls: The unit shall include all interior dividing walls and partitions including the space occupied by such interior walls or partitions and the interior surfaces of all walls, including drywall and plaster, excepting load bearing interior walls.

(c) Exterior Perimeter Walls/Load Bearing Walls: The owner of each condominium unit shall not be deemed to own the unfinished surfaces of the exterior perimeter walls or the undecorated and/or unfinished surfaces of the interior load bearing walls. The unit owner shall be deemed to own all wallpaper, paint, plaster, carpeting and other finishing materials affixed or installed as a part of the physical structure of the unit.

(d) Floors and Ceilings: The unit owner shall not be deemed to own the unfinished and/or undecorated surfaces of the perimeter floors and ceiling surrounding the condominium unit. The unit owner shall be deemed to own all tile, carpeting and floor coverings, as well as paint and plaster ceiling surfaces which shall be installed as a part of the physical structure of the unit.

(e) Utility Equipment and Conduits: The unit owner shall be deemed to own all plumbing and electrical lines, equipment and fixtures located within the boundaries of the unit, together with plumbing and electrical lines within the common elements which serve his unit only. The unit owner shall not be deemed to own electrical and plumbing lines, conduits, equipment, fixtures, pipes, wires, conduits, air passageways, ducts or other utility lines running through or adjacent to the condominium unit which area utilized for or serve more than one condominium unit or the common elements, which items shall be made a part of the common elements.

(f) Air Conditioning/Heating: Any air conditioning/ heating equipment which services only a single unit shall be considered part of said unit and not a common element.

(g) Windows and Doors: All windows made a part of a unit and doors which are made a part of a unit shall be deemed a part of that unit and not a common element; except that the exterior finished surface of exterior doors shall be deemed a common element.

(h) Appliances: The unit owner shall be deemed to own any electric door knockers, hot water heaters, refrigerators, dishwashers and other appliances which are located within the boundaries of the unit, as defined in Paragraph 5.6 (a), above.

5.7 Common Elements: The common elements shall include the following:

(a) The land on which the improvements are located and all other land included in the Condominium property, whether or not contiguous.

(b) All parts of the Condominium building and improvements which are not included within the units, as units are herein defined or which are otherwise designated as limited common elements in this Declaration.

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

(d) Installations for the furnishing of utility services to more than one unit or to the common elements.

- (e) Elevators and elevator shafts and stairwells, if applicable.
- (f) All roadways and sidewalks being a part of the Condominium property.
- (g) All unassigned parking spaces and driveways.
- (h) All lighting fixtures utilized to illuminate the common elements.

5.8 Limited Common Elements: The following shall be deemed to be limited common elements:

- (a) Balconies: When there is attached to the building a balcony serving an individual unit, then any such balcony shall be deemed a limited common element to such unit.
- (b) Entranceways: The separate entranceway which serves an individual unit shall be deemed a limited common element to such unit.
- (c) Parking Space: Each parking space shall, upon assignment, become a limited common element appurtenant to the unit to which it is assigned.

ARTICLE VI EASEMENTS:

The following easements are expressly provided for and granted or reserved in favor of DEVELOPER the unit owners and occupants of the condominium units in this Condominium, their successors or assigns, and their guests, invitees, or other authorized occupants or visitors as follows:

6.1 Utilities: Perpetual, non-exclusive easements are reserved throughout the condominium property as may be required for utility services to the Condominium. This grant of easement includes the right to install and maintain all necessary equipment upon the Condominium property and to enter upon the Condominium property to service same. In the event that any unit, recreation area, or common element encroaches upon any utility easement either granted or reserved hereby, such encroachment shall entitle the owner or owners of such encroaching property and their mortgagees, in any, to an automatic non-exclusive easement on said utility easement for as long as such encroachment shall continue.

6.2 Encroachments: In the event that any condominium unit or common element shall encroach upon any of the common elements of the condominium property or upon any other condominium unit, for any reason except the intentional or negligent act of another unit owner, then an easement shall exist to the extent of such encroachment for so long as the same shall exist.

6.3 Traffic: A perpetual easement shall exist for pedestrian traffic over, through and across sidewalks, paths, walls, halls, lobbies, parking areas, elevators, center cores, recreation facilities, and other portions of the common elements as may from time to time be necessary and intended for such purpose and use, for the purpose of going from one portion of the condominium property to another, and for vehicular traffic as may be necessary for the unit owners, the DEVELOPER, it assigns, guests and invitees. Provided, however, that nothing contained herein shall be construed to allow any person or entity to enter upon the condominium property unless it is upon an area specifically designated for such traffic and necessary for such ingress and egress as described above through or over any condominium unit.

6.4 Maintenance: Perpetual non-exclusive easements are reserved throughout the common areas of the condominium property for maintenance purposes in order to adequately maintain all such areas.

ARTICLE VII
OWNERSHIP OF COMMON ELEMENTS AND COMMON SURPLUS AND SHARE OF
COMMON EXPENSES AND VOTING RIGHTS:

7.1 Ownership of Common Elements and Common Surplus: Each unit shall have and own an undivided percentage interest in the common elements and common surplus. The undivided interest owned by each unit owner in the common elements and common surplus is set forth on Exhibit "C" attached hereto and made a part hereof.

The undivided share in the common elements which is appurtenant to a unit shall not be separated therefrom and shall pass with the title to the unit, whether or not separately described. A share of the common elements appurtenant to a unit cannot be conveyed or encumbered except together with the unit.

7.2 Share of Common Expenses: Each unit owner shall be responsible for the payment of a proportionate share of the common expenses, which proportionate share shall be a percentage interest as set forth on Exhibit "C".

7.3 Voting Rights: Subject to the provisions of the By-Laws of the Association applicable thereto, a unit owner is entitled to one vote for each unit owned. In the event that the unit shall be owned by more than one individual, then all owners of such unit shall agree upon and designate, in writing, the name of one of the individual unit owners of that unit as the designated voter, which written designation of voter shall be filed with the secretary of the Association. Only the unit owner so designated shall be entitled to vote the one vote for the subject unit owned.

7.4 Restraint upon Separation and Partition of Common Elements: The undivided share in the common elements which is appurtenant to a unit shall not be separated therefrom and shall pass with the title to the unit, whether or not separately described.

A share in the common elements appurtenant to a unit cannot be conveyed or encumbered except together with the unit.

The shares in the common elements appurtenant to units shall remain undivided, and no action for partition of the common elements shall lie.

7.5 Phase Condominium:

Crystal Bay is a phase condominium, and when Phase 3 is added, the condominium Units in such Phase 3 will commence their sharing of Common Expenses and Common Elements in accordance with the provisions of the Declaration of Condominium. Upon Phase 3 being added to this Condominium, the percentage of ownership of the Common Elements and Common Surplus, and the percentage of the Common Expenses of each respective Unit shall be reduced; therefore after Phase 1 and Phase 2 are submitted, when Phase 3 is added, the Unit Owners percentage ownership of the Common Elements and Common Surplus and percentage of Common Expenses shall be as set forth in Exhibit "C". If Phase 3 is not developed and added as a part of this Condominium, then the percentage of ownership of the Common Elements and Common Surplus and the percentage of the Common Expenses will not be reduced as set forth above if such Phase 3 was added, and the percentage shall remain as set forth in Exhibit "C" among all Units and all phases that have been added to this Condominium.

ARTICLE VIII
MAINTENANCE, ALTERATION AND IMPROVEMENTS:

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

8.1 Common Elements:

(a) By the Association: The maintenance and operation of the common elements shall be the responsibility of the Association, and the expenses associated therewith shall be designated as common expenses.

(b) Alteration and Improvement: After the completion of the improvement included in the common elements which are set forth in this Declaration, there shall be no alterations of, nor further improvements made to the common elements without prior approval in writing of not less than 75% of the owners at the time of the proposed improvements, together with the prior approval of those institutional mortgagees which may hold mortgages on units herein. Any such alteration or improvement which is approved, by not less than 75% of the owners as aforesaid, shall not interfere with the rights of any other unit owner without his specific consent, and the cost of such work shall not be assessed against any unit owner who does not approve such alteration not against the institutional mortgagee of that unit. Notwithstanding anything herein to the contrary, the Board of Directors of the condominium association may, by proper action in accordance with the By-Laws of the association, cause to be made necessary repairs and maintenance without unit owner vote, as herein described.

(c) If, due to the willful, careless or negligent act or omission of a unit owner, a member of its family, household pet, a guest, invitee or other authorized occupant or visitor of such unit owner, damage shall be caused to the common elements or to a unit or units owned by other, or maintenance shall be required which would otherwise be a common expense, then such unit owner shall be responsible for such damage and such maintenance as may be determined by the Association. Maintenance to the common elements or the units shall be subject to any Rules and regulations which may require established levels of maintenance with respect to windows, doors, and terraces.

8.2 Units:

(a) By the Association: The Association shall maintain, repair, and replace at the Association's expense, which shall thereupon become common expenses of the Association, the following:

i. The structural portions of a unit which shall contribute to the support of common elements or other unit(s), including but not necessarily limited to load bearing columns and load bearing walls, except and excluding interior wall, ceiling, and floor surfaces.

ii. All conduits, ducts, plumbing (except plumbing lines within the common element but which serve a single unit), wiring and other facilities for the furnishing of the utility services contained in the portions of a unit maintained by the Association and all such facilities contained within a unit that service part or parts of the Condominium other than the unit within which contained.

iii. The exterior finished surface of exterior doors.

iv. All incidental damage caused to a unit by such work shall be repaired promptly at the expense of the Association.

(b) By the Unit Owner: The responsibility of a unit owner shall be as follows:

i. To maintain, repair, and replace, at the unit owner's expense, all parts and portions of such unit owner's unit, except and excluding the portions to be maintained, repaired, or replaced by the Association as specifically described in this Declaration; ~~but specifically~~ and including, but not limited to, all doors, windows, glass, screens, electric panels, electric door knockers, air conditioners, heaters, hot water heaters, refrigerators, dishwashers, other appliances, drains, plumbing (including plumbing lines within the common elements which serve his unit only), fixtures and connection within the unit, interior surfaces of all walls, including drywall and plaster, floors and ceilings and all other portions of this unit or of the common elements located within the exterior boundary walls surrounding his cubical or space except the portions specifically to be maintained, repaired or replaced by the Association as set forth above.

ii. Not to cause or permit any alteration to the condominium property except the interior portions of the unit. Unit owners shall not cause or permit any alteration or modification of structural and load bearing walls.

- iii. Not to enclose, paint, or otherwise decorate or change the appearance of any portion of the exterior of the building.
- iv. The responsibility for maintenance and repair of all balconies and patios herein and the screening, if any, therein shall be that of the unit owner adjacent thereto who receives the benefit therefrom.
- v. To promptly report to the Association any defect or need for repairs for which the Association is responsible.

(c) Alteration and Improvement: Except as otherwise reserved to the DEVELOPER and subject to other provisions of this Declaration, no unit owner shall make any alteration or improvement to his unit unless he has first obtained approval, in writing, of the Board of Directors of the Association. If said owner has received the above approval, then the unit owner may make such alteration or improvement at his sole and personal expense, provided all work shall be done without disturbing the rights of other unit owners; and providing the unit owner shall make no changes or alterations to any interior boundary wall, exterior wall, balcony, patio, screening, exterior door, window, structural or load bearing member, electrical service or plumbing service; and further, provided that all alterations and improvements shall be in compliance with all existing building codes; and no alterations shall cause any increase in any insurance premium to be paid by the Association and charged to the unit owners according to their percentage of ownership as set forth in Exhibit C attached hereto.

(d) Failure to Repair: The Association may enter into any unit during reasonable hours when necessary for the maintenance, repair, or replacement of any common elements or of any portion of a unit to be maintained by the Association pursuant to this Declaration or as necessary to prevent damage to the common elements or to a unit or units.

ARTICLE IX ASSESSMENTS:

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

9.1 Share of Common Expenses: Each unit owner shall be liable for a share of the common expenses and shall share in the common surplus in the percentage proportion as set forth Article VII and Exhibit C. No unit owner shall have the right to withdraw or receive distribution of his share of the common surplus except upon termination.

9.2 Payments: Assessments and installments thereon paid on or before ten (10) days after the day when the same shall become due shall not bear interest, but all sums not so paid on or before ten (10) days after the same is due and shall bear interest until paid at the maximum legal rate of interest allowed by law. All payments on account shall be first applied to interest then to the assessment payment first due. If any installment of assessment remains unpaid thirty (30) days after the same shall become due, the Board of Directors may declare the entire annual assessment as to that delinquent unit owner due and payable in full as if the entire amount were originally assessed.-

~~Maintenance fees and assessments which shall not be paid on or before ten (10) days after the day when the same shall become due shall thereafter bear interest until paid at the maximum legal rate of interest allowed by law. Assessments shall be made against unit owners not less frequently than quarterly in an amount which is not less than that required to provide funds in advance for payment of all of the anticipated current operating expenses and for all of the unpaid operating expenses previously incurred. The Association shall have the right to accelerate assessments of any unit owner delinquent in payment of common expenses. Accelerated assessments shall be due and payable on the date the claim of lien is filed, as described in the following subparagraph 9.3. Such accelerated assessments shall include the amounts due for the remainder of the budget year in which the claim of lien was filed.~~

9.3 Lien for Assessments: The Association shall have a lien on each unit owner for any unpaid assessments and for interest thereon, which lien shall also secure reasonable attorney's fees incurred by the Association incident to the collection of such assessment or enforcement of such lien. Said lien shall be effective from and after the time of recording a Claim of Lien stating the description of the unit, the name of the record owner thereof, the amount due and the date when due, in the Public Records of Pinellas County, Florida, and said lien shall continue in effect until all sums secured by the lien shall have been fully paid but in no event for a period exceeding one year, unless action has commenced in a court of proper jurisdiction. Such claims of lien shall be signed and acknowledged by an officer of the Association or by the managing agent of the Association. Upon full payment, the party making payment shall be entitled to a recordable satisfaction of said lien. Liens for assessment may be foreclosed by a suit brought in the name of the Association in like manner as a foreclosure of a mortgage on a real property. The Association may also sue to recover a money judgment for unpaid assessments without waiving the lien securing the same. Assessments shall be subject to mortgages or liens recorded prior thereto, or titles of institutional mortgagees obtained as a result of conveyance in lieu of foreclosure. Such unpaid share of common expenses collectible from all the unit owners including such grantee of title, its successors and assigns.

ARTICLE X ASSOCIATION:

The operation of the Condominium shall be by CRYSTAL BAY CONDOMINIUM ASSOCIATION, INC., a corporation not-for-profit, under the laws of the state of Florida, which shall fulfill its functions pursuant to the following provisions:

10.1 Articles of Incorporation: A copy of the Articles of Incorporation of the Association is attached hereto and entitled Exhibit "D".

10.2 By-Laws: A copy of the By-Laws of the Association is attached hereto and entitled Exhibit "E".

10.3 Authority: The Association shall have all of the powers, and authority reasonably necessary to operate the Condominium as set forth in this Declaration, the By-Laws and the Articles of Incorporation of the Association, and as those may be amended from time to time. Said Association shall also have all the powers and duties of an Association as set forth in the Condominium Act; the power to acquire and enter in Agreements whereby it acquires leaseholds, memberships, and other possessory or use interest in lands or facilities, including but not limited to country clubs, club houses, golf courses, marinas, swimming pools, and other recreational facilities, garbage and trash removal, antenna or cable television systems (except that no unit owner shall be assessed for cable television fees as a common expense), street lighting, parking structures and contracts, agreements, leases, purchases or any arrangement therefore, whether or not contiguous to the lands of the Condominium intended to provide for the enjoyment, recreation, use or benefit of unit owners and to declare the expenses of membership fees, dues, operations, replacements, rents or payments, and other undertakings in connection therewith to be common expenses and may make agreements, covenants and restrictions not inconsistent with the Condominium Act, as may be required; and the power to contract for the management of the Condominium and to delegate to the contract manager all of the powers and duties of the Association except such as are specifically required by this Declaration or by the By-Laws of the Condominium Act to have the approval of the Board of Administration or the membership of the Association.

10.4 Organization:

~~(a) An advisory committee may be established, with fair and equal representation, which will operate as consultant in regard to rules and regulations and especially in regard to preparation of the proposed annual budget.~~

~~(b) Members of the Board of Administration shall not simultaneously serve as advisory committee members.~~

~~(c) No amendment to the Article of Incorporation or of the By-Laws of the Association shall create a change in the number of membership on the Board of Administration unless such Amendment shall be adopted by 75% of those entitled to vote.~~

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

ARTICLE XI
FEATHER POINTE ASSOCIATION, INC.

There are no recreational facilities which are a part of the condominium. The recreational facilities owned by Feather Pointe Association, Inc. are available for use in common by all unit owners are completed and in existence. The legal description is described on Exhibit "B" attached hereto.

The recreational facilities are located at 2333 Feather Sound Drive, Clearwater, Florida, and consist of one building referred to as the "Clubhouse". The Clubhouse contains a kitchen, office, men's and women's restrooms, men's and women's showers and sauna rooms, a club room, a billiard room and an exercise room. The Clubhouse is fitted with standard kitchen appliances; ice maker; 2 billiard tables and accessory equipment; sofas; tables; chairs; framed prints and plantings, and various exercise equipment.

Feather Pointe Association, Inc. ("FPA"), consists of the unit owners of Feather Pointe I, a condominium of 48 units per the Declaration thereof recorded in O.R. Book 5607, Page 1792, Public Records of Pinellas County, Florida and Chateau Bayonne, a condominium of 40 units per the Declaration thereof recorded in O.R. Book 5349, Page 1466, Public Records of Pinellas County, Florida.

The two condominiums are located within a portion of the property ("FPA Property") described in the Declaration of Covenants, Conditions and Restrictions of Feather Pointe, as recorded in O. R. Book 5349, Page 1448, Public Records of Pinellas County, Florida, as amended in O. R. Book 718, Page 680, Public Records of Pinellas County, Florida, ("FPA Declaration"), which is attached to the Declaration of Condominium as composite Exhibit "F".

The original Crystal Bay Development, (described herein as Phase 1 and Phase 2 which was not developed as a condominium) is also located within the FPA Property.

Upon the conversion of Phase 1 and Phase 2 of the Crystal Bay Development to the condominium form of ownership all 206 unit owners within Phase 1 shall be members of FPA. Likewise, upon the submission to condominium of Phase 3 of Crystal Bay, all unit owners within those phases will be members of FPA. There are 26 units within Phase 3. The membership of FPA, assuming all 3 phases of Crystal Bay are submitted to condominium will be 320. Pursuant to the Declaration, each unit owner by virtue of ownership of a condominium unit in this condominium shall be bound by the terms, conditions, duties, liabilities and obligations under the Declaration, Articles of Incorporation and By-Laws for FPA.

The FPA Property, however, includes additional acreage which may or may not be developed into units. If the additional acreage is developed into units, the total number of units using the facilities may increase. Such an increase in the number of units using the facilities will depend on a number of factors including, without limitation, the provisions of Section 2 of the Declaration and the residential density limitation imposed by governmental regulations existing at the time of the development. The maximum number of members of FPA which will use the recreational facilities cannot, therefore, be ascertained. Moreover, the additional units which may be constructed on the additional acreage may be not created as condominium units.

The recreational facilities also include an outdoor heated swimming pool and accessory equipment; a spa and approximately 30 lounge chairs.

There is no plan to either add recreational facilities or expand the existing facilities.

ARTICLE XII
INSURANCE:

Insurance, other than title insurance, which shall be carried upon the Condominium property and the property of the unit owners shall be governed by the following provisions:

12.1 Authority to Purchase: All insurance policies upon the Condominium property shall be purchased by the Association and the named insured shall be the Association, individually and as agent for the unit owner, naming them and their mortgagees as their interest may appear. Provisions shall be made for the insurance of mortgage certificates, endorsements and memoranda of insurance to the mortgagees of unit owners.

12.2 Responsibility of Individual Unit Owners: It shall not be the responsibility of, or the duty of the Association to obtain insurance coverage upon the personal liability, personal property or living expenses of any unit owners, but the units owner is authorized to obtain such insurance at his own expense provided such insurance shall not be of such a nature to effect policies purchased by the Association. In furtherance of this paragraph, unit owners shall furnish the Association with copies of all insurance policies obtained by them.

12.3 Coverage:

(a) All buildings and improvements upon the land and all personal property included in the common elements shall be insured in an amount equal to the maximum insurable replacement value, excluding foundation and excavation costs, or 100% of the full insurable value, whichever is greater, as determined by the Board of Administration of the Association. Such coverage shall afford protection against the following:

i. Loss or damage by fire or other hazards covered by standard extended coverage endorsement.

ii. 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 in such coverage as may be required by the Board of Administration of the Association and with cross liability endorsement to cover liabilities of the unit owners as a group to a unit owner, and also waiver of the insured's right of subrogation of reasonably available.

(c) Workmen's Compensation: Workmen's Compensation insurance shall be carried in an amount sufficient to meet the requirements of the Florida Workmen's Compensation Law.

(d) Other Insurance: The Association may at its option purchase and maintain in full and at all time such other insurance and in such amounts as the Board of Directors shall from time to time determine to be desirable.

12.4 Premiums: Premiums for insurance policies purchased by the Association shall be paid by the Association as a common expense.

12.5 Association as Agent: The Association is irrevocably appointed agent for each owner and for each owner of a mortgage or other lien upon a unit and for each owner of any other interest in the Condominium property to adjust all claims arising under insurance policies purchased by the Association and to execute and deliver releases upon the payment of claims, provided however, that no claims relating to an individual unit upon which there is an institutional first mortgage shall be settled without the consent of the institutional first mortgagee holding such mortgage and provided further that no claim affecting the common elements in excess of \$10,000 shall be made without the consent of all institutional mortgagees.

12.6 Insurance Trustee and Share of Proceeds: All insurance policies purchased by the Association shall be for the benefit of the Association and the unit owners and their mortgagees as their interest may appear, and shall provide that all proceeds in an amount of \$10,000 or more covering property losses shall be paid to the designated insurance trustee. All proceeds less than \$10,000 shall be handled by the Association. The duty of the Insurance Trustee shall be to receive such proceeds as they are paid and hold the same in trust for the purposes elsewhere stated herein and for the benefit of the unit owners and their mortgagees in the following shares, but which shares need not be set forth on the records of the Insurance Trustee.

(a) Common Elements: Proceeds on account of damage to common elements - an undivided share for each unit owner of the Condominium, such share being the same as the share of the common elements previously set forth in Paragraph 7.2 herein.

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

i. When the building is to be restored for the owners of damaged units, in proportion to the cost of repairing the damages suffered by each unit owner, which cost shall be determined by the Board of Directors of the Association:

ii. When the building is not to be restored for the owners of the units in such building, in undivided shares being the same as their respective shares in the common elements as previously herein shown.

(c) Mortgagees: In the event a mortgagee endorsement has been issued as to a unit, the share of the unit owner shall be held in trust for the mortgagee and the unit owner as their interest may appear; provided, however, that no mortgagee shall have any right to determine or participate in the determination as to whether or not any damage to property shall be reconstructed or repaired except as provided in Article XIII hereinafter.

ARTICLE XIII RECONSTRUCTION OR REPAIR AFTER CASUALTY:

13.1 Determination to Reconstruct or Repair: If any part of the condominium property shall be damaged by casualty, whether or not it shall be constructed or repaired shall be determined in the following manner:

(a) Common Elements: If the damaged improvement is a common element the same shall be reconstructed or repaired unless the damages to the building containing such common element extend to the units in which case the provisions of 13.1(b) shall apply.

(b) Building:

i. Partial Destruction: If the damaged improvement is one of the buildings and less than 90 % of the amount of the insurance applicable to such building is forthcoming by reason of such casualty, then the building shall be reconstructed and repaired unless 75% of the owners and all of the institutional mortgagees holding first mortgages upon the units contained within such building shall within sixty (60) days after casualty agree in writing that the same shall not be reconstructed or repaired.

ii. Total Destruction: If the damaged improvement is one of the buildings and 90% or more of the amount of the casualty insurance applicable to such building is forthcoming by reason of such casualty, the building shall not be reconstructed or repaired unless 75% of the owners of the units and all institutional mortgagees holding first mortgages upon the units contained within said buildings shall, within sixty (60) days after the casualty, agree in writing that the same shall be reconstructed or repaired.

13.2 Plans and Specifications: Any reconstruction or repair must be substantially in accordance with the plans and specifications of the original building, or if not, in accordance with the plans and specifications approved by the Board of Administration of the Association, and if the damaged property is a building of housing units, then by the owners or all the damaged units therein, which approval shall not be unreasonable withheld. The approval of the plans and specifications of institutional mortgagees holding mortgages on the units involved must also be obtained prior to reconstruction.

13.3 Responsibility: If the damages are only to those parts of units for which the responsibility of maintenance and repair is that of the unit owners, then the unit owners shall be responsible for reconstruction and repair after casualty. In all other cases the responsibility of reconstruction and repair after casualty shall be that of the Association.

13.4 Estimates of Cost: When the Association shall have the responsibility of reconstruction or repair, prior to commencement of reconstruction and repair, the Association shall obtain reliable and detailed estimates of the cost to repair or rebuild.

13.5 Assessment for Reconstruction and Repair: If the proceeds of insurance are not sufficient to defray the estimated cost of reconstruction and repair by the Association or if at any time during reconstruction and repair, or upon completion of reconstruction or repair, the funds for payment of the cost reconstruction or repair are insufficient, charges shall be made against the unit owners who own the damaged unit, and against all unit owners in a damaged building in the case of damage to common elements in a building, and against all unit owners in the case of damage to common elements not within a residential building, in amounts sufficient to provide funds for the payment of such costs. Such assessments against unit owners for damage to the unit shall be in proportion to the cost of reconstruction and repair of their respective units. Such assessments on account of damage to common elements or to the ratio of the owner's share in the common elements to all of the affected owners, if damage to units occurs only in some buildings in which units are located.

13.6 Construction Funds: The funds for the payment of the cost of reconstruction and repair after casualty which shall consist of the proceeds of insurance held by the insurance Trustee and funds collected by the Association from assessments against such unit owners shall be disbursed in payment of such costs in the following manner:

(a) Association: If the total assessments made by the Association in order to provide funds for the payment of reconstruction and repair which is the responsibility of the Association is more than \$5,000 then the sums paid upon such assessments shall be deposited with the Association or with the Insurance Trustee. In all other cases, the Association shall hold the sums paid upon such assessments and shall disburse the same in payment of costs of reconstruction and repair.

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

i. Unit Owner: The portion of insurance proceeds representing damage for which the responsibility of construction and repair lies with the unit owner shall be paid by the Association or the Insurance Trustee to the unit owner, or if there is a mortgagee endorsement as to such unit, then to the unit owner and the mortgagee jointly, who shall use such proceeds to repair the unit.

ii. Association Lesser Damage: If the amount of the estimated cost of reconstruction and repair which is the responsibility of the Association is less than \$5,000 then the construction fund shall be disbursed in payment of such costs upon the order of the Association.

iii. Association Major Damages: If the amount of the estimated cost of reconstruction and repair which is the responsibility of the Association is more than \$5,000 then the construction fund shall be disbursed in payment of such costs in the manner required by the Board of Administration of the Association and upon approval of an architect qualified to practice in Florida and employed by the Association to supervise the work.

iv. Surplus: It shall be presumed that the first moneys disbursed in payment of cost of construction and repair shall be from insurance proceeds if there is a balance in a construction fund after payment of all cost of the reconstruction and repair for which the fund is established such balance shall be distributed to the beneficial owners of the fund in the manner elsewhere stated; except however, that the part of a distribution to a beneficial owner which is in excess of the assessment paid by such owner into the construction fund shall not be made payable to any mortgagee.

v. Certificate: Notwithstanding the provisions herein, the Insurance Trustee shall not be required to determine whether or not sums paid by unit owners upon assessment shall be deposited by the Association with the Insurance Trustee, nor to determine whether the disbursements from the construction fund are to be upon the order of the Association or upon the approval of an architect or otherwise, nor whether a disbursement is to be made from the construction fund nor to determine whether surplus funds to be distributed are less than the assessments paid by owners nor to determine any other fact or matter relating to its duties hereunder. Instead, the Insurance Trustee may rely upon a Certificate of the Association made by its President, or Secretary or the Association's Managing Agent, as to any or all of such matters, and stating that the sums to be paid are due and properly payable and stating that the name of the payee and the amount to be paid; provided that when a mortgagee is herein required to be named as payee, the Insurance Trustee shall also name the mortgagee as payee; and further provided that when the Association or a mortgagee which is the beneficiary of an insurance policy, the proceeds of which are included in the construction fund so requires, the approval of an architect named by the Association.

ARTICLE XIV RESPONSIBILITIES OF UNIT OWNERS AND USE RESTRICTIONS:

In addition to all other obligations and duties of unit owners as set forth in this Declaration, every unit owner shall have the additional responsibilities:

14.1 To promptly and timely pay maintenance fees and assessments when levied by the Association.

14.2 To fully comply with all rules and regulations which may be established by the Association, from time to time.

14.3 To fully comply with the following restrictions governing the use of condominium property and units:

- (a) No unit may be used for any purpose other than single family residence.
- (b) One pet will be allowed for owner-residents only, if the pet's weight at maturity is under twenty (20) pounds. No further pets or animals shall be kept or maintained in the condominium unit. No pets will be allowed for lessees.
- (c) A unit owner shall use only the parking space specifically assigned to that unit owner. There shall be no parking of boats, trucks, trailers, or any vehicles other than passenger cars in any parking area except parking spaces which shall be designated by the Association for such specific purposes.
- (d) There shall not be placed or installed on the inside or outside of any unit any reflective film or any other type of window treatment without prior written consent of the Association.
- (e) Units may be rented or leased only after approval by the Association, as provided for in Article XV of this Declaration, and provided that the entire unit only may be rented and may not be subdivided, and that the occupancy thereof shall only be by the lessee, his family and guests; and further provided that units may not be leased or rented for a term less than three months.

ARTICLE XV
SALE, RENTAL, LEASE OR TRANSFER:

15.1 Option of Association: In the event any unit owner desires to sell, transfer, rent or lease his unit, the Association shall have the option to purchase or lease any such unit upon the same terms and conditions as are offered by the unit owner to any third party, subject to the following:

- (a) Prior to the sale, rental, lease or transfer of any unit to any person other than the transferor's spouse or member of its immediate family or wholly owned corporation, the unit owner shall notify the Board of Directors in writing of the name and address of the person to whom the proposed sale, rental, lease or transfer is to be made, the terms and conditions thereof together with a copy of the purchase agreement or lease and such other information as may be reasonably required by the Board. Failure to do so shall be deemed a breach hereof, and any sale, rental, lease or transfer in contravention of this Article shall be null and void and confer no right, title or interest to the intended purchaser, lessee or transferee.

(b) Within ten (10) days after its receipt of said notice and such supplemental information as it may reasonably require, the Board shall either approve proposed sale, transfer, rental or lease or exercise its right to purchase, in writing, and shall promptly notify the unit owner of its decision. Failure of the Board to act within said ten (10) day period shall be the equivalent of its approval and may be established by means of an affidavit attached to the deed conveying the unit being sold. Approval of the sale, rental, lease or transfer shall be stated in a certificate executed by the President or Vice President of the Association, which may be recorded in the Public Records of Pinellas County, Florida, by and at the expense of the purchaser, lessee or the transferee and if there be any other expenses reasonably incurred by the Association in connection with such transaction, said expense shall also be borne and paid to the Association by the purchaser, lessee or transferee.

(c) If the proposed sale is a bona fide sale but the Board disapproves the same and exercises its option to purchase, when the Board notifies the unit owner of its intent to exercise its option, it shall deliver to the unit owner the deposit required under the terms of the proposed sale within the abovementioned ten (10) day period and shall then be obligated to close the sale of the unit in accordance with the terms and conditions of the proposed sale previously furnished to it. If the Board furnishes the unit owner with written notice of its exercise of option but fails to deliver the required deposit, such action shall be the equivalent of its consent which may be established as provided in the procedures in the preceding subparagraph (b).

i. If the Board notifies the unit owner of its exercise of option and accompanies its notice with the required deposit, that Association's obligation to purchase the unit as provided herein may be assigned to any member or members to whom the Association's obligation to purchase may be assigned shall be determined solely by the Association.

ii. Thereupon, the selling unit owner may either close the proposed sale of its unit with the Association or a member or members to whom its obligation to purchase the unit has been assigned or withdrawn the offer specified in its notice to the Board. If neither the Association nor an assignee member or members close the proposed sale under the terms and conditions of said notice, the deposit previously delivered by the Association and retained by the unit owner who may then consummate the transaction with the party who made the original bona fide offer. To perfect title in its transferee, an affidavit executed by the selling unit owner specifying the manner in which the terms hereof have been complied with shall be recorded with the deed conveying title to the unit being sold.

iii. If the proposed transfer is not a bona fide sale, nor excluded by the preceding subparagraph (a) then the fair market value as determined from a Master Appraisal Institute independent appraiser shall be used for the transfer price.

15.2 Board Approval: There shall be no sale, lease, transfer of interest nor transfer of possession or a condominium unit without the prior written approval of the Board. In the event of leasing of units, the Board shall have the right to require that a substantially uniform form of lease be used. Any unit owner desiring to sell, lease or deliver possession of a unit shall submit to the Board an application for approval, which application shall be in writing and in a form approved by the Association, which shall provide the name, address and telephone number of the desired purchaser or tenant, the names of all intended occupants of the unit, together with such other information as the

Board may reasonably require. The Board must either approve or disapprove the request for approval within ten (10) days after its receipt of a request for such approval. If approved, a recordable Certificate of Approval shall be executed by the Association at the expense of the lessee. If the Board fails to give the unit owner written notice of approval of the proposed lease within the foregoing ten (10) day period, its failure to give such notice shall be the equivalent of its consent.

15.3 Exclusion: The provisions of this Article shall not apply to the Developer as to the sale of units by Developer. The provisions of this Article pertaining to the leasing of units shall apply to Developer.

15.4 Exception: The provisions of this Article restricting transfer of unit shall not apply to a transfer to or purchase by an institutional mortgagee which acquired its title as a result of owning a mortgage upon the unit concerned, and this shall be so whether the title is acquired by deed from the mortgagor or his successor in title, or through foreclosure proceedings; nor shall such provisions require the approval of a purchaser who acquires title to the unit at a duly advertised public sale, with open bidding which is provided by law, such as but not limited to an execution sale, a foreclosure sale, a judicial sale or a tax sale.

15.5 Separation of Interest: A sale of a unit shall include all of its appurtenances whether so stated or not, and appurtenances may not be sold separate from a unit. A lease of a unit shall include any parking space assigned to it and no parking space may be leased separate from the unit to which it is assigned. No unit may be partitioned or subdivided.

15.6 Unauthorized Transactions: Any sale, mortgage, or lease which is not authorized pursuant to the terms of this Declaration shall be void, unless subsequently approved by the Association.

15.7 Fee for Approval: No fee shall be charged by the Association in connection with the transfer or approval which is in excess of the expenditures reasonably required for such transfer and this expense shall not exceed the fee permitted under the Condominium Act, from time to time, and which at the time of creation of this Condominium is \$100.00.

15.8 Notice of Lien or Suit:

(a) Notice of Lien: A unit owner shall give notice, in writing, to the Association of every lien upon his unit, other than for permitted mortgages, taxes and special assessments, within five (5) days after the attaching of the lien.

(b) Notice of Suit: A unit owner shall give notice in writing to the Association of every suit or other proceeding which may affect the title to his unit, such notice to be given within five (5) days after the unit owner obtains knowledge thereof.

(c) Failure to Comply: Failure to comply with this subsection concerning liens will not affect the validity of any judicial suit.

ARTICLE XVI
COMPLIANCE AND DEFAULT:

Each unit owner shall be governed by and shall comply with the terms of the Declaration of Condominium, Articles of Incorporation, By-Laws, and Regulations adopted pursuant thereto and said documents and regulations as they may be amended from time to time. Failure of the unit owner to comply therewith shall entitle the Association or other unit owners to the following relief, in addition to other remedies provided in this Declaration and the Condominium Act.

16.1 Enforcement: The Association, its manager or other authorized persons are hereby empowered to enforce this Declaration and the By-Laws and Rules and Regulations of the Association by such means as are provided by the Laws of the State of Florida, including the imposition of reasonable fines not to exceed \$100 per violation. A fine may be levied on the basis of \$100 per day for each day of a continuing violation, with a single notice and opportunity for hearing as set forth below, provided that no such fine shall, in the aggregate, exceed \$1000. The Association shall provide reasonable notice and an opportunity for a hearing before levying a fine against an owner of a unit or its occupant, for failure to abide by any provision of this Declaration, the Association By-laws, or rules of the Association, which notice shall provide, at a minimum, that:

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

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

(b) The party against whom the fine may be levied shall have an opportunity to respond, to present evidence, and to provide written and oral argument on all issues involved and shall have an opportunity at the hearing to review, challenge, and respond to any material considered by the Association.

16.2 Negligence: A unit owner shall be liable for the expense of any maintenance, repair or replacement rendered necessary by his act, neglect or carelessness, or by that of any member of his family, lessees, or his or their guests, invitees, employees, or agents, but only to the extent that such expense is not met by the proceeds of insurance carried by the Association, costs (insurance premiums) for which are charged to the unit owners in accordance with their percentage of ownership as set forth in Exhibit C attached hereto. Such liability shall include any increase in fire and casualty insurance rates occasioned by the use, misuse, occupancy or abandonment of a unit or of the common elements.

16.3 Cost and Attorney Fees: In any proceeding arising because of an alleged failure of a unit owner to comply with the terms of the Declaration, By-Laws, and Rules and Regulations adopted pursuant thereto, and said documents as they may be amended from time to time the prevailing party shall be entitled to recover reasonable costs of the proceedings and such reasonable attorney fees as may be awarded by a court.

16.4 No Waiver of Rights: The failure of the Association or of any unit owner to enforce any covenant, restriction or other provisions of the Condominium Act, this Declaration, the Articles of Incorporation, the By-Laws, or the Rules and Regulations adopted pursuant thereto shall not constitute a waiver of the right to do so thereafter.

ARTICLE XVII PURCHASE OF UNITS BY ASSOCIATION:

The Association shall have the power to purchase units, subject to the following provisions:

17.1 Decision: The decision of the Association to purchase a unit shall be made by its Directors, without approval of its membership except as elsewhere provided in this Article.

17.2 Limitations: If at any one time, after the Developer has relinquished control, the Association shall be the owner or agreed purchaser of five or more units, it shall not purchase any additional units without the prior written approval of 75% of the members eligible to vote thereon. ~~A member whose unit is the subject of the proposed purchase shall be ineligible to vote thereon.~~ Provided, however, that the foregoing limitation shall not apply to units to be purchased at public sale resulting from a foreclosure of the Association's lien for delinquent assessments, where the bid of the Association does not exceed the amount found due the Association, or to be acquired by the Association in lieu of foreclosure of such lien if the consideration therefore does not exceed the cancellation of such lien. In any event the Association may only bid upon and purchase a unit as the result of a sale of a unit pursuant to foreclosure of:

- (a) A lien upon the unit for unpaid taxes.
- (b) The lien of a mortgage.
- (c) The lien of unpaid assessments.
- (d) Any other judgement lien or lien attaching to the unit
by operation of law.

ARTICLE XVIII AMENDMENTS:

Subject to the other provisions of the Declaration relative to Amendment, this Declaration, the Articles of Incorporation, and By-Laws of the Association may be amended in the following manner:

18.1 Notice: Notice of the subject matter of a proposed Amendment shall be included in the notice of any meeting at which a proposed Amendment is considered.

18.2 Resolution: An Amendment may be proposed by either the Board of Administration or by 75% of the members of the Association. The adoption of any proposed Amendment, except as elsewhere provided, shall be as follows:

- (a) The affirmative approval of not less than 75% ~~2/3~~ of the entire membership of the Board of Administration, and by not less than 75% ~~2/3~~ of the entire membership of the Association, or

(b) By the affirmative approval of not less than ~~80%~~ ^{75%} of the entire membership of the Association.

18.3 Voting: Members of the Board of Administration and Members of the Association not present at the meeting considering the Amendment may express their approval or disapproval in writing, but such writing must be delivered to the Secretary prior to the commencement of such meeting. A quorum of the membership must be present at any meeting during which an amendment shall be considered, which quorum shall consist of not less than 51% of the members entitled to vote being present in person or by proxy. Members of the Association, not present at the meeting considering the Amendment may express their approval or disapproval in writing, by written proxy or by written absentee ballot, but such writing must be delivered to the Secretary prior to the commencement of such meeting.

18.4 Agreement: In the alternative, an Amendment may be made by an Agreement signed and acknowledged by all of the record owners of the units, in the manner required for the execution of a deed, and such amendments shall be effective when recorded in the Public Records of Pinellas County, Florida.

18.5 Proviso: Provided, however, that no amendment shall discriminate against any unit owner, nor against any unit, or class or group of unit owners, or units, unless the unit owners so affected and their mortgagees, if any, shall unanimously consent and no Amendment shall alter any unit; not reduce the share of the common elements, and other of its appurtenances; nor increase the owner's share of the common expenses; unless the owner of the units concerned and all of such mortgagees as first above recited shall join in the execution of the Amendment and a majority of the voting interest approve the Amendment. Neither shall an Amendment of this Declaration make any change in the Articles entitled "Insurance" and the Articles entitled "Reconstruction or Repair after Casualty" unless all record owners of all mortgages upon units in the Condominium shall join in the execution of the Amendment.

18.6 Execution and Recording: A copy of each Amendment shall be attached to a Certificate certifying that the Amendment was duly adopted, and the manner of being duly adopted which certificate shall be executed by the officers of the Association with the formalities required for a deed. The Amendment shall be effective when such certificate and a copy of the Amendment are recorded in the Public Records of Pinellas County, Florida.

ARTICLE XIX TERMINATION:

A condominium may be terminated at any time by approval, in writing, of all the owners of the Condominium and by all record owners of the mortgages upon units therein.

19.1 Total Destruction of the Buildings: If all of the Condominium buildings as a result of a common casualty be damaged within the meaning of Article XIII, and it shall not be decided, as therein provided, that such buildings shall be constructed or repaired, the Condominium form of ownership will thereby terminate without agreement and the following shall thereupon become effective:

The owners of the units shall be the owners, as tenants in common, of all the Condominium property and all the assets of the Association. The shares of such tenants in common shall be as set forth in Article V, which is the same as the unit owner's share in the common property and common surplus.

19.2 General Provisions: Upon termination of the Condominium, the mortgagee and the lienor of a unit owner, who shall thereby become a tenant in common, shall have a mortgage and lien solely and exclusively upon the divided share of such tenancy in common in and to the lands and other properties, rights and assets which he may receive by reason of such termination or exclusion. The termination of the Condominium shall be evidenced by a Certificate of the Association executed by its officers certifying as to the facts effective upon being recorded in the Public Records of Pinellas County, Florida.

19.3 Amendment: This section shall not be amended without consent of four fifths (4/5) of the unit owners and record owner of mortgages upon units in the Condominium.

ARTICLE XX CONDEMNATION:

20.1 The Owner's Association shall represent the unit estate owners in any condemnation proceedings or in negotiations, settlements and agreements with the condemning authority for acquisition of the common elements, or part thereof. Each unit estate owner appoints the Owner's Association as attorney-in-fact for such purposes.

20.2 In the event of a taking or acquisition of part or all of the common elements by a condemning authority, the award or proceeds of settlement shall be payable to the Owners' Association, or any trustee appointed by the Association, for the use and benefit of the unit estate owners and their mortgagees as their interest may appear.

ARTICLE XXI SEVERABILITY:

The invalidity in whole or in part of any covenant or restriction or any paragraph, subparagraph, sentence, clause, phrase or word, or other provisions of this Declaration, the Articles, By-Laws, the Rules and Regulations of the Association, and any exhibits attached hereto, shall not affect the remaining portion thereof.

ARTICLE XXII
COVENANTS:

The provisions of this Declaration, the Articles of Incorporation, and the By-Laws, the rights and obligations established thereby shall be deemed to be covenants running with the land so long as the property herein described remains subject to the provisions of the Condominium Act and shall insure to the benefit of and be binding upon each and all of the units owners, their respective heirs, representatives, successors, assigns, purchasers, lessees, grantees, and mortgagees. By the recording or acceptance of a deed conveying a unit or any interest therein or any ownership interest in the property whatsoever, the person to whom such unit or interest is conveyed shall be deemed to have accepted or agreed to be bound by, and subject to all the provisions of the Condominium Act, this Declaration, the Articles of Incorporation, and the By-Laws and the Rules and Regulations thereunder.

ARTICLE XXIII
NOTICES:

Notice provided for in the Condominium Act, Declaration, Articles of Incorporation, or By-Laws, shall be in writing and shall be addressed to the Association or to any record owner at the mailing address of the Condominium property in Pinellas County, Florida, or at such other address as may hereafter be provided. The Association or Board of Administration may designate a different address or addresses for notice to them respectively, by giving written notice of such change of address to all unit owners at such time. Any unit owner may also designate a written notice of his change of address to the Association. Notices addressed as above shall be deemed delivered when mailed by United States Mail or when delivered in person or if addressed to a unit owner when deposited in his mail box in the building or at the door of his unit in the building, unless otherwise required by provisions of Florida Statutes Chapter 718, The Condominium Act.

ARTICLE XXIV
RIGHTS OF DEVELOPER:

In addition to all rights which Developer has by common law and statutory law, the Developer shall have the following additional rights:

24.1 Developer Control: Developer reserve the right to maintain control of the Association for this Condominium until the first of the following events shall occur: (a) Three years after 50% of the units that will be operated ultimately by the Association have been conveyed to purchasers; (b) three months after 90% of the units that will be operated ultimately by the association have been conveyed to purchasers; (c) when all the units that will be operated ultimately by the association have been completed, some of them have been conveyed to purchasers, and non of the others are being offered for sale by the Developer in the ordinary course of business; (d) when some of the units have been conveyed to purchasers and none of the others are being constructed or offered for sale by the developer in the ordinary course of business; or (e) seven years after recordation of the declaration of condominium. Developer reserves the right to maintain control of the Association for this Condominium until Developer is required to relinquish control by Section 718.301 of the Florida Statutes.

24.2 Sale : Any provisions of this Declaration and any Exhibits attached thereto respecting sale of condominium units shall not be applicable to the Developer who is submitting the condominium property to the condominium form of ownership. The Developer has and reserves the right to sell condominium units and parcels to any purchaser approved by it, subject, however, to any applicable use restrictions herein provided. In the event there are unsold parcels, the Developer retains the right to ownership thereof under the same terms and obligations as other owners of condominium units except as elsewhere herein provided.

24.3 Easements: Until such time as Developer has completed all of the contemplated improvements and sold all of the units contained within the Condominium property, easements, including but not limited to ingress and egress, are hereby reserved and shall exist through and over the Condominium property as may be required, convenient or desired by Developer for the completion of the contemplated improvements and the sale of said units. Neither the Unit Owners or the Association nor their use of the Condominium property shall interfere in any way with such completion and sale.

24.4 Sale of Units: The Developer shall have the right to transact any business necessary to consummate the sale of units, including but not limited to, the right to certain models, advertise on the premises, use the common elements and, notwithstanding anything to the contrary contained herein, the Developer may maintain and use sales offices, promotion and development offices, models and units retained by the Developer, or owned by the Developer, or the use of which has been reserved to the Developer in this Declaration or by contract or otherwise lawfully enforceable as a contract obligation by the Developer against the Association or any of the unit owners other than the Developer, so long as such use shall also conform with applicable laws, zoning, rules and ordinances of the appropriate governmental jurisdictions.

24.5 During the period that the Developer holds any units for sale in the ordinary course of business none of the following actions may be taken by the Association, either through an act of its Board of Directors or its membership, without the Developer's approval in writing:

(a) Assessment of the Developer as a unit owner for capital improvements:

(b) Any action by the Association that would be detrimental to the sale of units by the Developer; however, an increase in Assessments for common expenses without discrimination against the Developer shall not be deemed to be detrimental to the sales of units for the purpose of this paragraph.

24.6 The Developer reserves every right necessary or desirable relative to the common elements and the condominium property in general for the following purposes:

(a) Creation, amendment, or termination of easements to alter existing improvements or for the purposes of utilities and ingress and egress, without the joinder or approval of the Association, unit owners, mortgagees, and/or lienors;

(b) Furnishing of the condominium property;

(c) The sale, lease, rental, or mortgage of the condominium units; and

(d) Assignments of parking spaces to unit owners during the period of time that the Developer holds any unit for sale in the ordinary course of business.

24.7 Nothing herein shall be construed as exempting Developer from any and all restrictions pertaining to leasing of condominium units by unit owners as set forth in this Declaration of Condominium, including without limitation the requirement of lease approval by the Association as set forth in Article 14 of this Declaration of Condominium.

24.8 This Article may not be amended without the prior written consent of the Developer. Notwithstanding anything to the contrary herein, the Developer reserves the right to amend the Declaration and any Exhibits thereto so as to correct any errors or omissions not affecting the rights of unit owners, mortgagees, or lienors, said right which shall include amending by substituting the final survey when completed. Any amendments exacted pursuant to this Article by the Developer and need not be approved by the Association, unit owners, mortgagees and/or lienors, whether or not elsewhere required for amendments, except the approval shall be obtained from any institutional mortgagees covering any specific units affected.

PINELLAS COUNTY FLA.
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ARTICLE XXV PHASE CONDOMINIUM

Developer is developing Crystal Bay as a phase condominium pursuant to Florida Statute §718.403.

25.1 Lands. The land which may become part of this Condominium and upon which the phases of the Condominium are to be built is described on Exhibit "A" attached hereto.

25.2 Number and Size of Units. Exhibit "A" reflects the number and general size of the Units intended at this time to be included in each phase. The configuration, location, and size of each building and unit is shown on Exhibit "A" attached hereto.

25.3 Number of Phases. There are three (3) anticipated phases of Crystal Bay, shown on Exhibit "A" as Phases 1, 2, and 3. Phase 1 and Phase 2 are the initial phases of this Condominium and are submitted to condominium ownership by virtue of this Declaration of Condominium. Phase 3 will be created by Developer submitting same to condominium ownership as part of this condominium, by the Developer executing an amendment to this Declaration of Condominium and to the condominium plat, which is attached as Exhibit "A". The amendment adding a phase to this Condominium shall not require the execution thereof by individual Unit Owners, mortgagees or by the Association. The amendment shall be effective at the time of its recordation in the Public Records of Pinellas County, Florida.

25.4 Common Elements. The addition of a phase to this Condominium shall cause the Common Elements of the additional phase to merge with the Common Elements of Phase 1 and Phase 2 and when a phase is added it shall become part of Crystal Bay. Upon Phase 3 being added to this Condominium, the percentage of ownership of the Common Elements and Common Surplus, and the percentage of the Common Expenses of each respective unit shall be reduced as set forth in Exhibit "C" attached hereto.

25.5 Vote. Each unit added to this Condominium by submission to condominium ownership of the Phase 3 shall have one vote in the affairs of the Association which will result in a dilution of the voting rights of the prior existing Units in this Condominium. If the Phase 3 lands are not developed and added as part of this Condominium, the dilution of the voting rights will not occur.

25.6 Additional Phases. Developer presently contemplates submitting the three (3) phases of this condominium reflected on Exhibit "A", and all phases added as part of this Condominium must be added within seven (7) years after the date on which this Declaration of Condominium is recorded in the Public Records of Pinellas County, Florida. In the event any of the phases are not so developed by said date, the phase not developed will not become part of the Condominium and will not share in the Common Elements, Common Surplus and Common Expenses of this Condominium and Developer or its successors shall have the right to develop said property in any manner it deems appropriate and consistent with zoning regulations. Developer may, but shall have no obligation, to develop the lands described in Exhibit "A" as Phase 3 and to submit them to condominium ownership similar to this Condominium as phases of Crystal Bay. Developer reserves the right in its exclusive discretion to control any future phases of Crystal Bay until the Declaration of Condominium and condominium plat of such phases is recorded in the Public Records of Pinellas County, Florida, notwithstanding any prior master plan, artist's renderings in sales literature or brochures, or other representations.

25.7 Right to Modify. Developer hereby reserves the right to make non-material changes in the legal descriptions of Phase 3 prior to Developer's recordation of an amendment to this Declaration submitting such phase to condominium ownership as part of this Condominium.

IN WITNESS WHEREOF, the Developer has executed this Declaration of Condominium this 17 day of May, 1994.

WITNESSES:

Judy D. McLendon
Judy D. McLendon
E. Ralph Tirabassi
E. Ralph Tirabassi

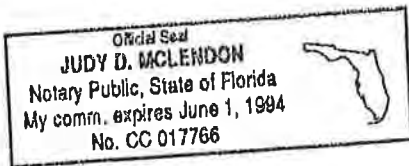
CRYSTAL BAY LIMITED PARTNERSHIP
an Ontario, Canada Limited Partnership
doing business in Florida as
CRYSTAL BAY LIMITED PARTNERSHIP -
CANADA

BY: WEALTH GENERAL PARTNERS, INC.
GENERAL PARTNER

BY: P. James Donnelly
P. JAMES DONNELLY, VICE PRESIDENT

STATE OF FLORIDA
COUNTY OF SARASOTA

The foregoing instrument was acknowledged before me this 17 day of May, 1994, by P. JAMES DONNELLY, as Vice President of WEALTH GENERAL PARTNERS, INC., an Ontario, Canada Corporation, on behalf of the corporation, as General Partner of CRYSTAL BAY LIMITED PARTNERSHIP, an Ontario, Canada Limited Partnership, doing business in Florida as CRYSTAL BAY LIMITED PARTNERSHIP - CANADA, on behalf of the partnership, who is personally known to me or who has produced YKA as identification.



Judy D. McLendon
Notary Public
Name Judy D. McLendon
Serial Number: _____
My Commission Expires: _____

1054

AMENDMENT TO DECLARATION OF CONDOMINIUM
OF
CRYSTAL BAY, a Condominium

KNOW ALL MEN BY THESE PRESENTS, that CRYSTAL BAY LIMITED PARTNERSHIP, an Ontario Canada Limited Partnership, doing business in Florida as CRYSTAL BAY LIMITED PARTNERSHIP - FLORIDA, hereinafter called Developer, does hereby amend that certain Declaration of Condominium of CRYSTAL BAY, a Condominium, recorded in O.R. Book 8683, at Page 642, subsequently re-recorded in O.R. Book 8693, at Page 32, Public Records of Pinellas County, Florida, and as amended, ("Declaration") pursuant to paragraph 25.7 of the Declaration for the purposes of correcting the legal description for Phase 3 of Crystal Bay, a condominium.

1. AMENDMENT. Page 34 of Exhibit "A" to the Declaration which contains the legal description for Phase 3 of Crystal Bay, a Condominium, is hereby replaced with Page 34 attached hereto as Schedule "1";
2. SCRIVENER'S ERROR. This Amendment is to correct a scrivener's error in the legal description of Phase 3 described in the Declaration.
3. BINDING EFFECT. Except as may be otherwise provided herein, the terms and provisions of the original Declaration of Condominium of Crystal Bay, a Condominium, as amended to day, shall remain 10.50 in full force and effect.

RECORDING
10.50

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IN WITNESS WHEREOF, the undersigned has executed this Amendment to Declaration of Condominium of CRYSTAL BAY, a Condominium this 8 day of August, 1994.

Signed, sealed and delivered
in the presence of:

CRYSTAL BAY LIMITED PARTNERSHIP,
an Ontario, Canada Limited Partnership
doing business in Florida as CRYSTAL BAY
LIMITED PARTNERSHIP, CANADA
BY: WEALTH GENERAL PARTNERS, INC.
an Ontario, Canada Corporation
GENERAL PARTNER

BY
CRAIG A. VAUGHAN, VICE PRESIDENT

10.50

Name: Stephen B. Keyser

Name: MARY JO CARNEY

STATE OF FLORIDA
COUNTY OF PINELLAS

The foregoing instrument was acknowledged before me on August 8, 1994, by CRAIG A. VAUGHAN, as Vice President of WEALTH GENERAL PARTNERS, INC., an Ontario, Canada Corporation, on behalf of the corporation, General Partner of CRYSTAL BAY LIMITED PARTNERSHIP, an Ontario, Canada Limited Partnership doing business in Florida as CRYSTAL BAY LIMITED PARTNERSHIP-CANADA, on behalf of the Limited Partnership, who is personally known to me or who has produced a Canadian driver's license as identification.

Mary Jo Carney
(Name MARY JO CARNEY)
Notary Public
Serial Number (if any) _____
Commission Expiration Date _____

THIS INSTRUMENT PREPARED BY
STEPHEN B. KEYSER, ESQ.
FERGESON SKIPPER, SHAW, KEYSER
BARON & TIRABASSI, P.A.
PO BOX 3018, SARASOTA, FL 34230
FILE NO. 6156/11135
F:\USERS\JDM\CB\50005_1



MARY JO CARNEY
MY COMMISSION # CC321113 EXPIRES
November 11, 1997
BONDED THRU TROY FAIN INSURANCE, INC.

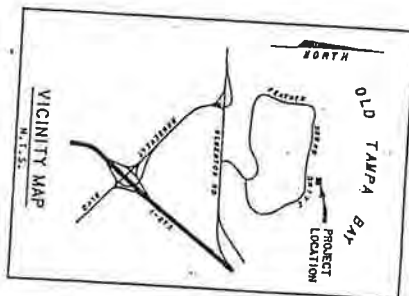
CRYSTAL BAY, A CONDOMINIUM

A CONDOMINIUM LYING WITHIN SECTION 2, TOWNSHIP 30 SOUTH,
RANGE 16 EAST, PINELLAS COUNTY, FLORIDA

MARCH 1994

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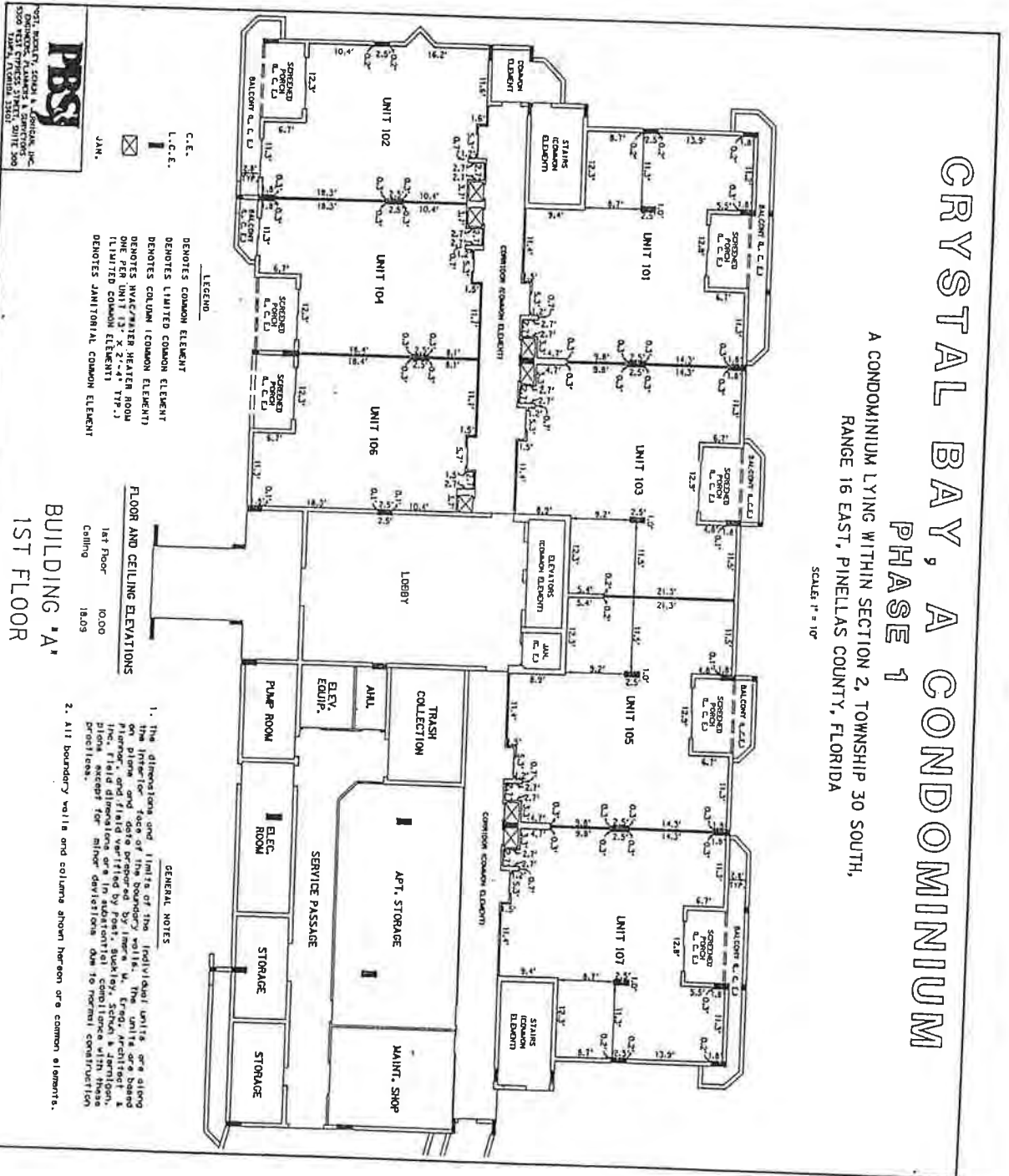
- SURVEY NOTES**
- Bearings shown hereon are based on the North Line of Lot 14 of Fractional Sound - Custom Home Site 111, as recorded in Plat No. 576-19-43-E, of the Public Records of Pinellas County, Florida as (MWD) of 1929.
 - Elevations shown hereon are based on the National Geodetic Vertical Datum (NGVD) of 1929.
 - Improvements within the condominium property which are not units or limited common elements are common elements.
 - The developer reserves the right to assign the parking spaces.
 - All assigned parking spaces are limited common elements corresponding to those units to which they are assigned.

CRYSTAL BAY, A CONDOMINIUM

PHASE 1

A CONDOMINIUM LYING WITHIN SECTION 2, TOWNSHIP 30 SOUTH,
RANGE 16 EAST, PINELLAS COUNTY, FLORIDA

SCALE: 1" = 10'



PBS
101 NORTH 70TH A
DENNIS, FLORIDA 33511
900 WEST CHERRY STREET, SUITE 300
TALLAHASSEE, FLORIDA 32301

- LEGEND**
- C.E. DENOTES LIMITED COMMON ELEMENT
 - L.C.E. DENOTES COMMON ELEMENT
 - ☒ DENOTES HVAC/HEATER HEATER ROOM ONE PER UNIT 13' X 2'-4" TYP.
 - ☒ DENOTES JANITORIAL COMMON ELEMENT

FLOOR AND CEILING ELEVATIONS

1st Floor	10.00
Ceiling	10.05

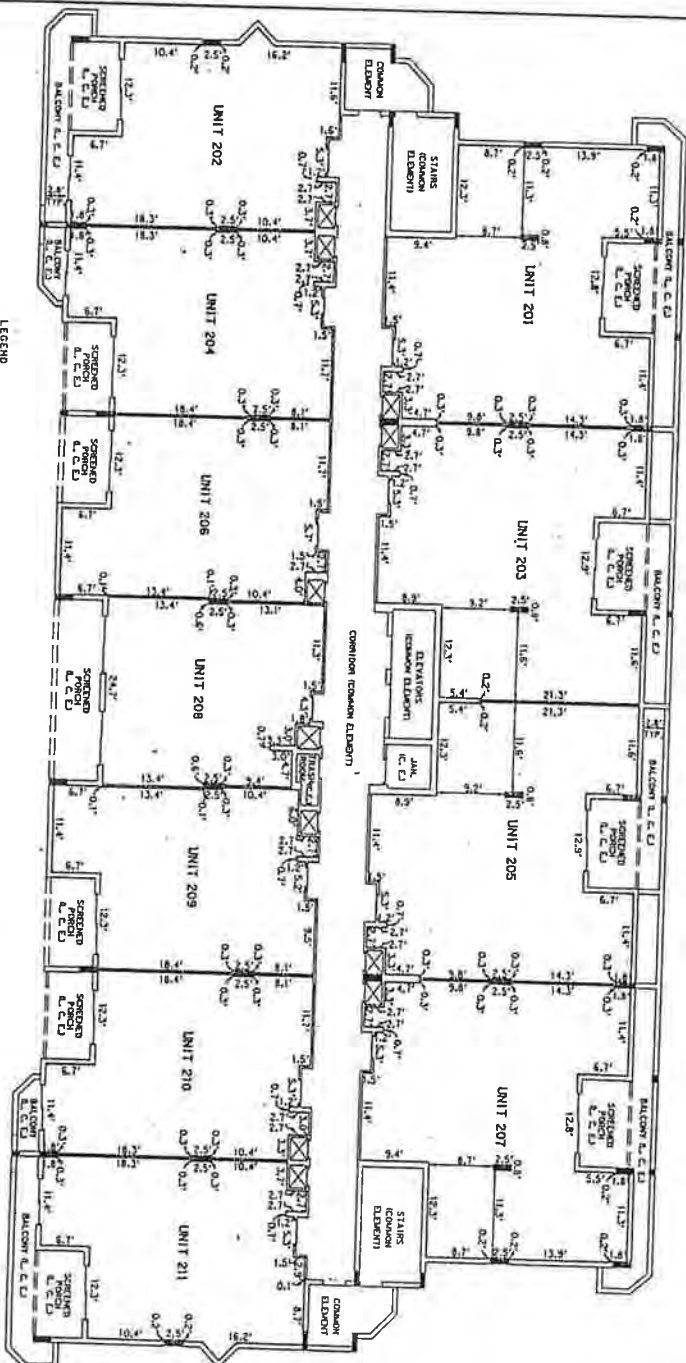
- GENERAL NOTES**
1. The dimensions and limits of the individual units are along the interior face of the boundary walls. The units are shown on plan and field verified by James W. Eng, Architect, Inc. Field dimensions are in addition to the units shown on plan, except for minor deviations due to normal construction practices.
 2. All boundary walls and columns shown hereon are common elements.

CRYSTAL BAY, A CONDOMINIUM

PHASE 1

A CONDOMINIUM LYING WITHIN SECTION 2, TOWNSHIP 30 SOUTH,
RANGE 16 EAST, PINELLAS COUNTY, FLORIDA

SCALE: 1" = 10'



PRSI
7051 ROCKY POINT ROAD, SUITE 4
DUNEDIN, FLORIDA 33515
3350 ROCKY POINT STREET, SUITE 200
DUNEDIN, FLORIDA 33526

- LEGEND**
- C.E. DENOTES COMMON ELEMENT
 - L.C.E. DENOTES LIMITED COMMON ELEMENT
 - DENOTES COLUMN (COMMON ELEMENT)
 - DENOTES HVAC/MATERIAL HEATER ROOM (LIMITED COMMON ELEMENT)
 - ⊠ DENOTES JANITORIAL COMMON ELEMENT

FLOOR AND CEILING ELEVATIONS

2nd Floor	20.12
Ceiling	28.14

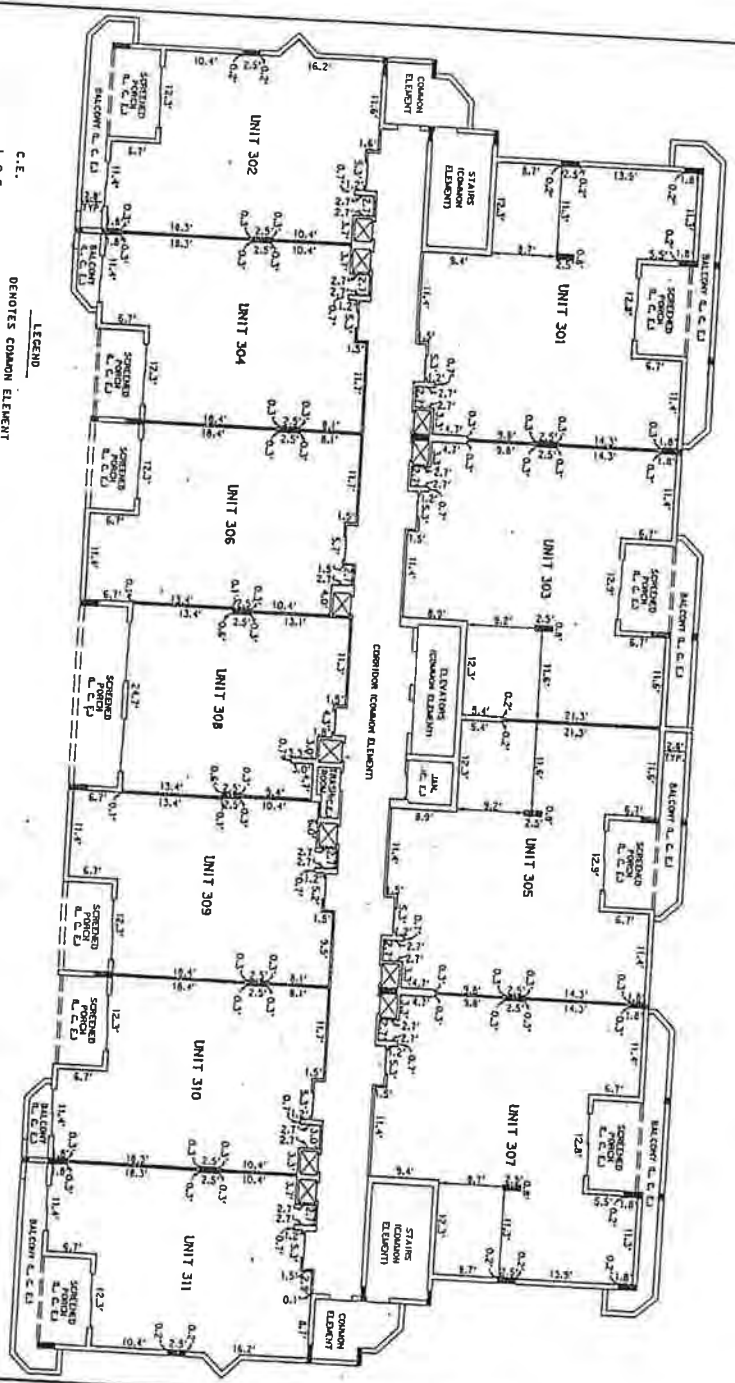
- GENERAL NOTES**
1. The dimensions and limits of the individual units are along the interior of the boundary walls. The units are based on plans and field proposed by Post, Buckley, Schuh, Jernigan, and field dimensions are in substantial conformance with the practices.
 2. All boundary walls and columns shown hereon are common elements.

CRYSTAL BAY, A CONDOMINIUM

PHASE 1

A CONDOMINIUM LYING WITHIN SECTION 2, TOWNSHIP 30 SOUTH,
RANGE 16 EAST, PINELLAS COUNTY, FLORIDA

SCALE: 1" = 8' 10"



PS&S
PETERSON, SCHULZ & SMITH, INC.
REGISTERED PROFESSIONAL ARCHITECTS
1200 WEST PALMWAY & UNIVERSITY
TALLAHASSEE, FLORIDA 32310
PHONE 904-224-3300

- LEGEND**
- C.E. DENOTES COMMON ELEMENT
 - L.C.E. DENOTES LIMITED COMMON ELEMENT
 - ☒ DENOTES COLUMN (COMMON ELEMENT)
 - ☒ DENOTES HVAC/WATER HEATER ROOM (LIMITED COMMON ELEMENT)
 - ☒ DENOTES JANITORIAL COMMON ELEMENT

FLOOR AND CEILING ELEVATIONS

3rd Floor	28.79
CEILING	36.93

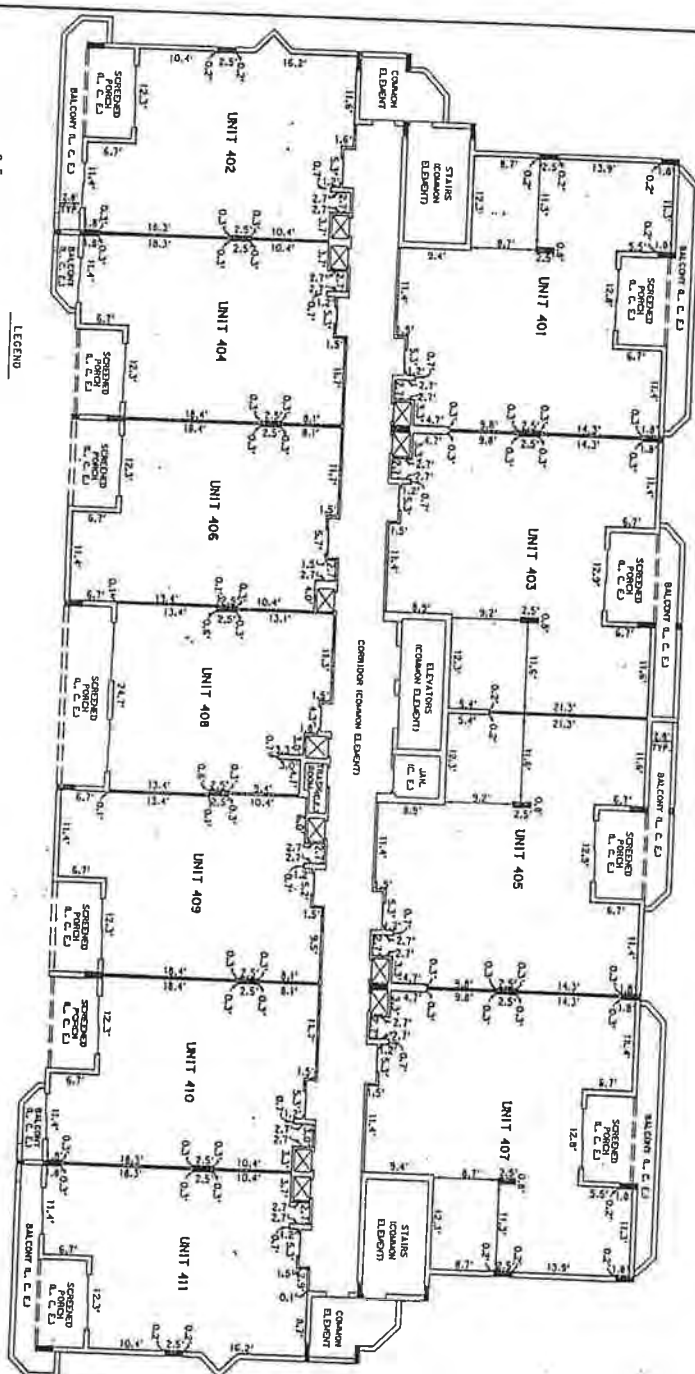
- GENERAL NOTES**
- The dimensions and limits of the individual units are shown on this plan. The location of the boundary walls, columns, doors, windows, and field walls are shown by lines. The field dimensions are shown by notes. The location of columns is shown by notes. The location of doors and windows is shown by notes. The location of field walls is shown by notes. The location of boundary walls and columns shown hereon are common elements.

CRYSTAL BAY, A CONDOMINIUM

PHASE 1

A CONDOMINIUM LYING WITHIN SECTION 2, TOWNSHIP 30 SOUTH,
RANGE 16 EAST, PINELLAS COUNTY, FLORIDA

SCALE: 1" = 10'



- LEGEND**
- C.E. DENOTES COMMON ELEMENT
 - L.C.E. DENOTES LIMITED COMMON ELEMENT
 - ☒ DENOTES COLUMNS (COMMON ELEMENT)
 - ☒ DENOTES HVAC/FILTER HEATER ROOM ONE PER UNIT (LIMITED COMMON ELEMENT)
 - JAN. DENOTES JANITORIAL COMMON ELEMENT

FLOOR AND CEILING ELEVATIONS

4th Floor	37.44
ceiling	45.44

BUILDING "A"
4TH FLOOR

PORTLAND CEMENT
CONCRETE
3500 WEST SPRING STREET, SUITE 300
TAMPA, FLORIDA 33611



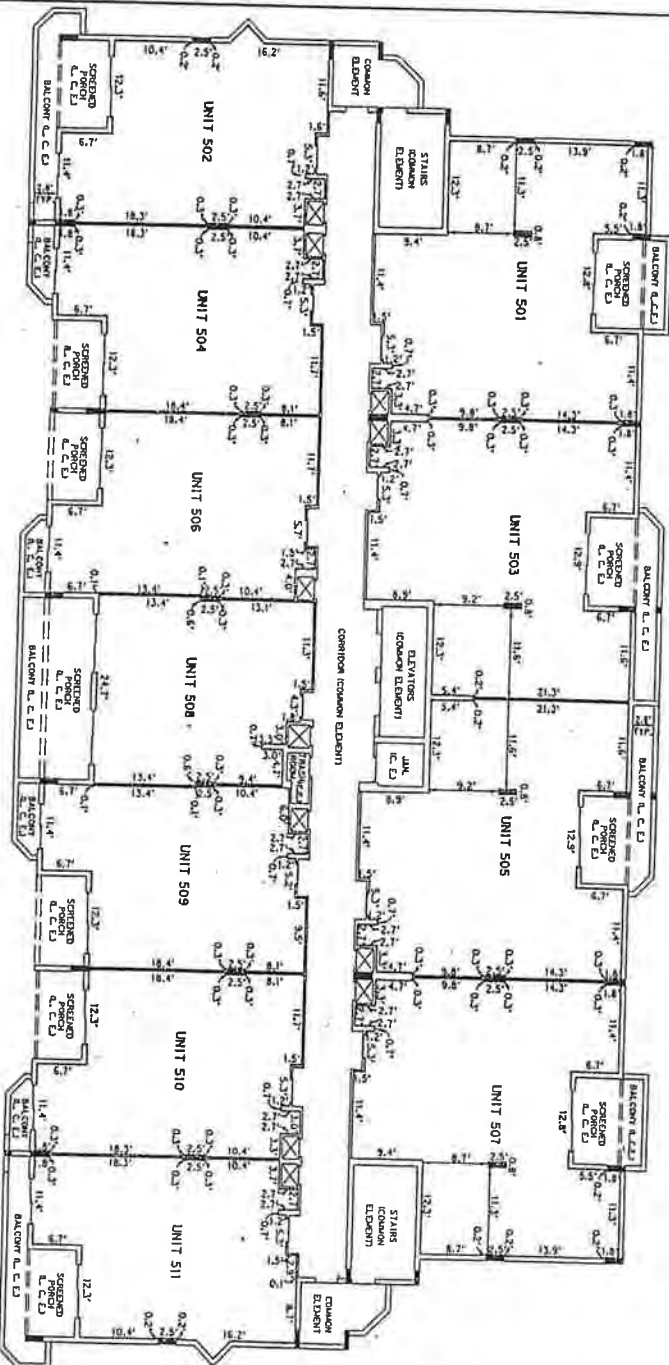
- GENERAL NOTES**
- The dimensions and limits of the individual units are along the interior face of the boundary walls. The units are based on the floor and ceiling elevations provided by the architect. The units are based on the floor and ceiling elevations provided by the architect. The units are based on the floor and ceiling elevations provided by the architect.
 - All boundary walls and columns shown hereon are common elements.

CRYSTAL BAY, A CONDOMINIUM

PHASE 1

A CONDOMINIUM LYING WITHIN SECTION 2, TOWNSHIP 30 SOUTH,
RANGE 16 EAST, PINELLAS COUNTY, FLORIDA

SCALE 1" = 10'



- LEGEND**
- C.E. DENOTES COMMON ELEMENT
 - L.C.E. DENOTES LIMITED COMMON ELEMENT
 - DENOTES COLUMN (COMMON ELEMENT)
 - DENOTES HVAC/WATER HEATER ROOM ONE PER UNIT (3' x 2'-4" TYP.) (LIMITED COMMON ELEMENT)
 - DENOTES JANITORIAL COMMON ELEMENT

BUILDING "A"
5TH FLOOR

PBSI
PETER B. SMITH, FLOOR & CEILING, INC.
DESIGNER: 11000 N. W. 11TH AVENUE, SUITE 200
MIAMI, FLORIDA 33157

FLOOR AND CEILING ELEVATIONS

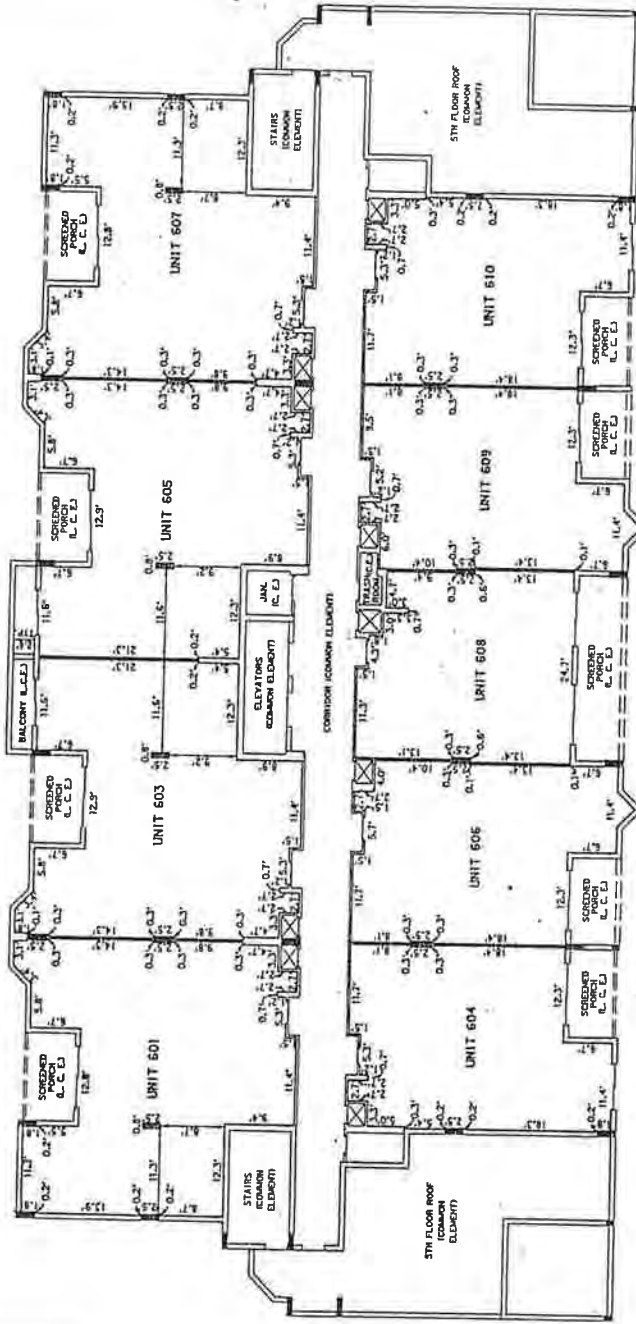
5th Floor	46.06
Ceiling	54.06

- GENERAL NOTES**
- The dimensions and limits of the individual units are along the interior face of the boundary walls. The units are based on plans and data prepared by Peter B. Smith, F&C, Inc. Field dimensions are in substantial compliance with these plans unless otherwise noted. Minor deviations due to normal construction practices.
 - All boundary walls and columns shown hereon are common elements.

CRYSTAL BAY, A CONDOMINIUM PHASE 1

A CONDOMINIUM LYING WITHIN SECTION 2, TOWNSHIP 30 SOUTH,
RANGE 16 EAST, PINELLAS COUNTY, FLORIDA

SCALE: 1" = 10'



- LEGEND**
- C.E. DENOTES COMMON ELEMENT
 - L.C.E. DENOTES LIMITED COMMON ELEMENT
 - DENOTES COLUMN (COMMON ELEMENT)
 - DENOTES HVAC/WATER HEATER ROOM ONE PER UNIT (3' x 2'-4" TYP.) (LIMITED COMMON ELEMENT)
 - DENOTES JANITORIAL COMMON ELEMENT

FLOOR AND CEILING ELEVATIONS

6th Floor	54.76
Ceiling	52.80

**BUILDING "A"
6TH FLOOR**

- GENERAL NOTES**
1. The dimensions and limits of the individual units are along the interior face of the boundary walls. The units are shown on the plans and data prepared by Irene H. Freg. Architect & Inc. Field dimensions were checked by Post, Buckley, Schuh & Jernigan, Inc. Field dimensions are shown in compliance with these practices, except for minor deviations due to normal construction.
 2. All boundary walls and columns shown hereon are common elements.

PBSJ
POST, BUCKLEY, SCHUH & JERNIGAN, INC.
ENGINEERS, PLANNERS & ARCHITECTS
1500 WALKER STREET, SUITE 300
TALLAHASSEE, FLORIDA 32301

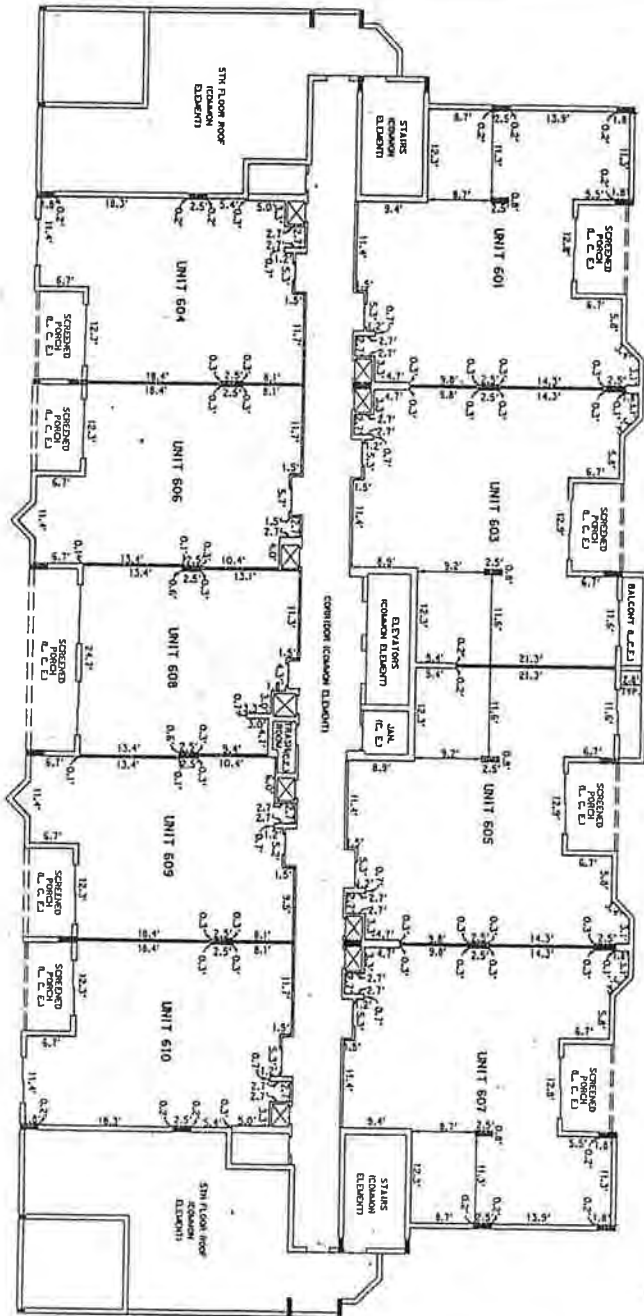
PINELLAS COUNTY FLA. OFF. REC. BK 8693 PG 6

PINELLAS COUNTY FLA. OFF. REC. BK 8683 PG 678

CRYSTAL BAY, A CONDOMINIUM PHASE 1

A CONDOMINIUM LYING WITHIN SECTION 2, TOWNSHIP 30 SOUTH,
RANGE 16 EAST, PINELLAS COUNTY, FLORIDA

SCALE: 1" = 10'



- LEGEND**
- C.E. DENOTES COMMON ELEMENT
 - L.C.E. DENOTES LIMITED COMMON ELEMENT
 - DENOTES COLUMN (COMMON ELEMENT)
 - ⊗ DENOTES HVAC/WATER HEATER ROOM (LIMITED COMMON ELEMENT)
 - ⊠ DENOTES JANITORIAL COMMON ELEMENT

PBS&J
PETER B. SCHMIDT, ARCHITECT, INC.
5000 WEST EXPRESS STREET, SUITE 200
TAMPA, FLORIDA 33609

FLOOR AND CEILING ELEVATIONS

6th Floor	54.76
CEILING	52.80

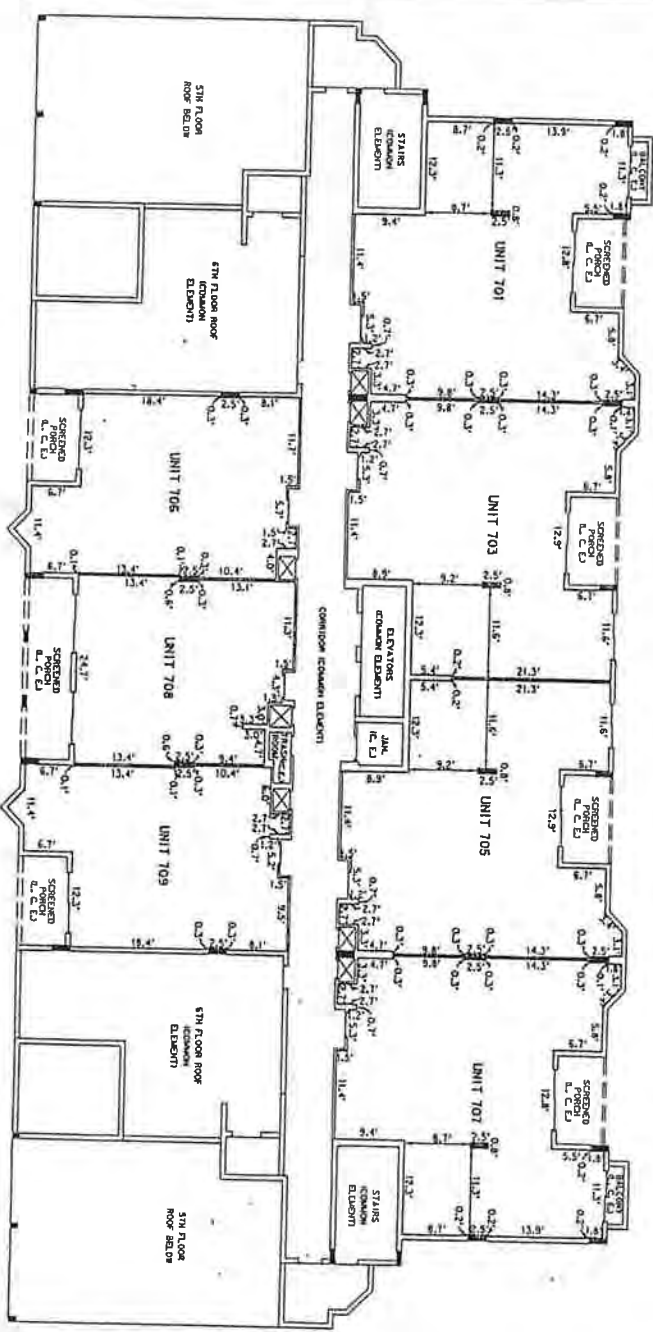
- GENERAL NOTES**
- The dimensions and limits of the individual units are along the interior face of the boundary wall. The dimensions shown on plans and data prepared by Peter B. Schmidt, Architect, P.B.S. & J. are intended to be in substantial compliance with these plans except for minor deviations due to normal construction practices.
 - All boundary walls and columns shown hereon are common elements.

CRYSTAL BAY, A CONDOMINIUM

PHASE 1

A CONDOMINIUM LYING WITHIN SECTION 2, TOWNSHIP 30 SOUTH,
RANGE 16 EAST, PINELLAS COUNTY, FLORIDA

SCALE 1" = 10'



- LEGEND**
- C.E. DENOTES COMMON ELEMENT
 - L.C.E. DENOTES LIMITED COMMON ELEMENT
 - ☒ DENOTES COLUMN (COMMON ELEMENT)
 - ☒ DENOTES HVAC/WATER HEATER ROOM (LIMITED COMMON ELEMENT)
 - J.M. DENOTES JANITORIAL COMMON ELEMENT

FLOOR AND CEILING ELEVATIONS

Floor	7th Floor
7th Floor	63.41
Celling	71.43

BUILDING 'A' 7TH FLOOR

PRBSI
Professional Residential Building Systems, Inc.
2308 VEGAS STREET, SUITE 200
TAMPA, FLORIDA 33606

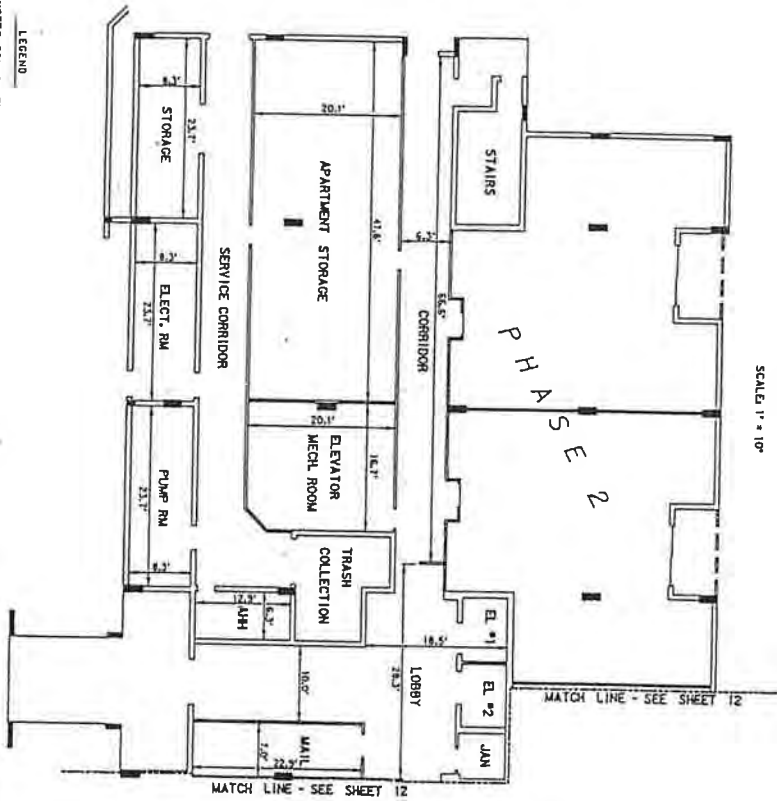
- GENERAL NOTES**
1. The dimensions and limits of the individual units are along the interior faces of the boundary walls. The units are shown in plan and date prepared by Inbar, U. Eng. Architect & Inc. Field of reference for units shown in plan is shown in the plan. Plans are shown for minor deviations due to normal construction practices.
 2. All boundary walls and columns shown hereon are common elements.

CRYSTAL BAY, A CONDOMINIUM

PHASE 1

A CONDOMINIUM LYING WITHIN SECTION 2, TOWNSHIP 30 SOUTH,
RANGE 16 EAST, PINELLAS COUNTY, FLORIDA

SCALE: 1" = 10'



- LEGEND**
- C.E. DENOTES COMMON ELEMENT
 - L.C.E. DENOTES LIMITED COMMON ELEMENT
 - I DENOTES COLUMN (COMMON ELEMENT)
 - DENOTES HVAC/HEATER HEATER ROOM (LIMITED COMMON ELEMENT)
 - JAN. DENOTES JANITORIAL COMMON ELEMENT

PRBS
PETER ROBERTSON ARCHITECTS, P.A.
1000 TAMM LANE, SUITE 200
TALLahasSEE, FLORIDA 32303

BUILDING #B
1ST FLOOR

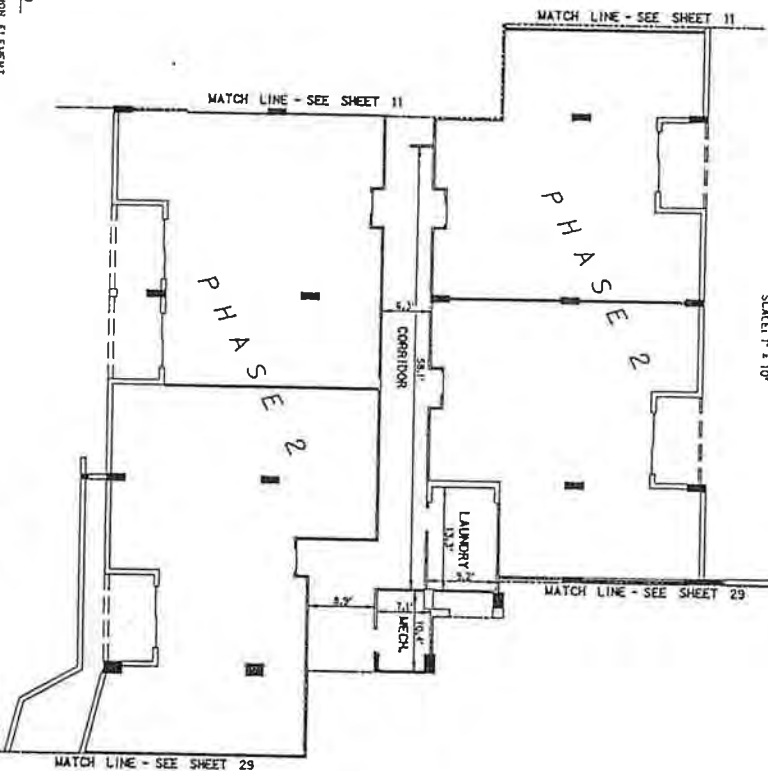
- GENERAL NOTES**
1. The dimensions and limits of the individual units are along the boundary walls. The units are based on plans and data provided by Post, Nuckley, Smith, and Associates, Inc. Field dimensions are in substantial compliance with these plans, except for minor deviations due to normal construction practices.
 2. All boundary walls and columns shown hereon are common elements.
 3. Renovations to the First Floor are based upon plans prepared by the Martin Architectural Group, dated 5/21/93.

CRYSTAL BAY, A CONDOMINIUM

PHASE 1

A CONDOMINIUM LYING WITHIN SECTION 2, TOWNSHIP 30 SOUTH,
RANGE 16 EAST, PINELLAS COUNTY, FLORIDA

SCALE: 1" = 10'



- LEGEND**
- C-E. DENOTES COMMON ELEMENT
 - L-C-E. DENOTES LIMITED COMMON ELEMENT
 - DENOTES COLUMN (COMMON ELEMENT)
 - DENOTES HVAC/WATER HEATER ROOM (LIMITED COMMON ELEMENT)
 - ⊗ DENOTES JANITORIAL COMMON ELEMENT
 - JAN. DENOTES JANITORIAL COMMON ELEMENT

FLOOR AND CEILING ELEVATIONS

1st Floor	000
Ceiling	17.96

- BUILDING "B"**
1ST FLOOR
- GENERAL NOTES**
1. The dimensions and limits of the individual units are along the interior face of the boundary walls. The units are based on plans and data prepared by James W. Frey, Architect & Inc. Field dimensions are verified by field survey. All dimensions on plans except for minor deviations due to normal construction practices.
 2. All boundary walls and columns shown hereon are common elements.
 3. Renovations to the first floor as shown hereon are based upon plans prepared by the Martin Architectural Group, dated 9/27/93.

PBSJ

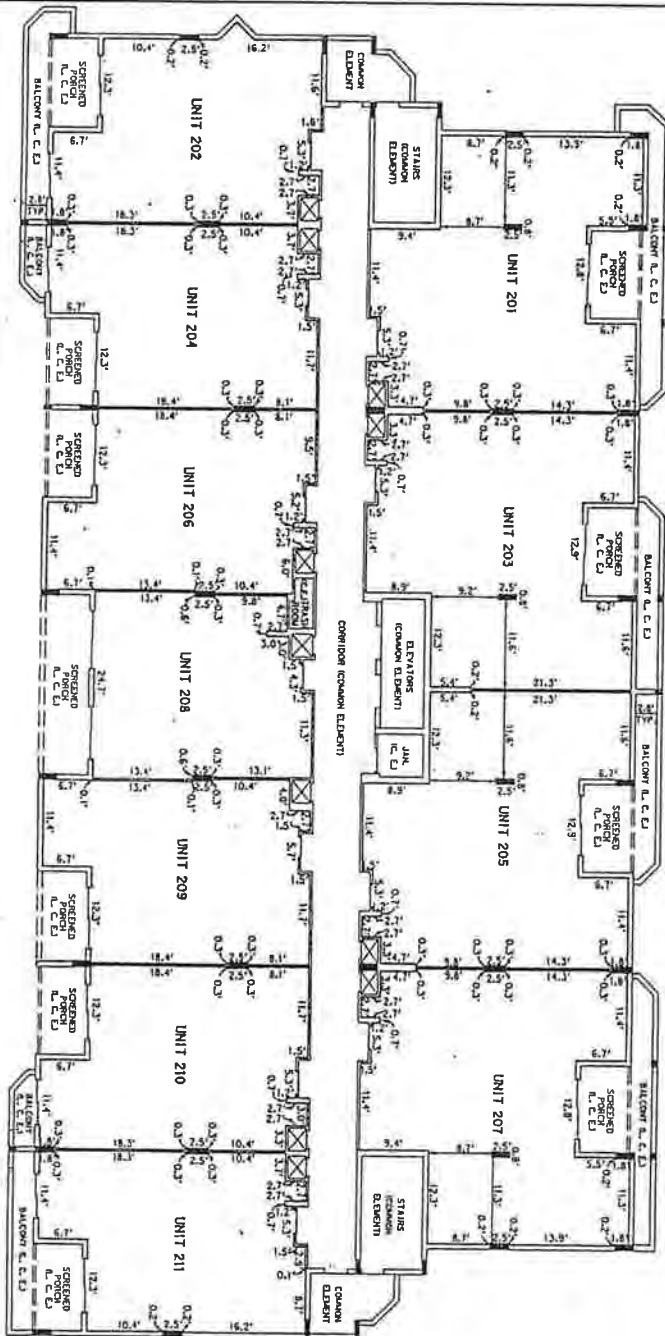
PORT, ROBERT P. SCHULZ & COMPANY, INC.
1300 WEST CHICKASAW STREET, SUITE 300
TAMPA, FLORIDA 33601

CRYSTAL BAY, A CONDOMINIUM

PHASE 1

A CONDOMINIUM LYING WITHIN SECTION 2, TOWNSHIP 30 SOUTH,
RANGE 16 EAST, PINELLAS COUNTY, FLORIDA

SCALE 1" = 10'



- LEGEND**
- C.E. DENOTES COMMON ELEMENT
 - L.C.E. DENOTES LIMITED COMMON ELEMENT
 - DENOTES COLUMN (COMMON ELEMENT)
 - ⊠ DENOTES HVAC/RAILER MECHAN ROOM (LIMITED COMMON ELEMENT)
 - ⊞ DENOTES JANITORIAL COMMON ELEMENT

PBS&J
P.B. SULLIVAN, ARCHITECT & ENGINEER, INC.
500 WEST CHAMBERS STREET, SUITE 200
TAMPA, FLORIDA 33601

FLOOR AND CEILING ELEVATIONS

2nd Floor 22.10
Ceiling 30.11

GENERAL NOTES

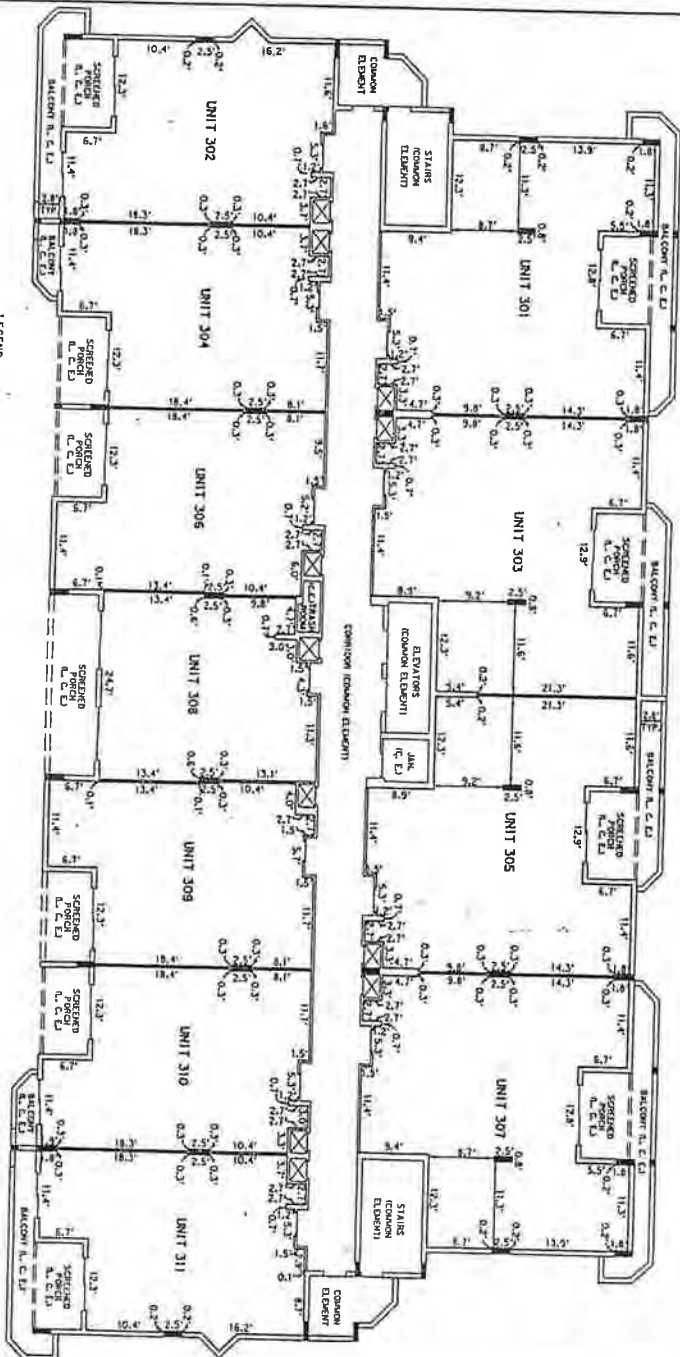
1. The dimensions and limits of the individual units, are along the interior face of the boundary walls. The units are based on plans and data prepared by Mrs. M. Erno, Architect & Planner, and field verified by Ross, Buckley, Smith & Veronigan, Inc., a registered professional engineering firm. All dimensions are in feet and inches except for minor deviations due to round construction practices.
2. All boundary walls and columns shown hereon are common elements.

CRYSTAL BAY, A CONDOMINIUM

PHASE 1

A CONDOMINIUM LYING WITHIN SECTION 2, TOWNSHIP 30 SOUTH,
RANGE 16 EAST, PINELLAS COUNTY, FLORIDA

SCALE: 1" = 10'



- LEGEND**
- C.E. DENOTES COMMON ELEMENT
 - L.C.E. DENOTES LIMITED COMMON ELEMENT
 - DENOTES COLUMN (COMMON ELEMENT)
 - ⊠ DENOTES HVAC/MATERIAL HEATER ROOM (LIMITED COMMON ELEMENT)
 - ⊞ DENOTES JANITORIAL COMMON ELEMENT

FLOOR AND CEILING ELEVATIONS

3RD Floor 30.78
Ceiling 30.81

GENERAL NOTES

1. The dimensions and joints of the individual units are along the interior face of the walls unless otherwise noted. The units are based on plans and field verified by field notes. A 20% tolerance is allowed for field dimensions are in substantial compliance with these specifications for minor deviations due to normal construction.

2. All boundary walls and columns shown hereon are common elements.

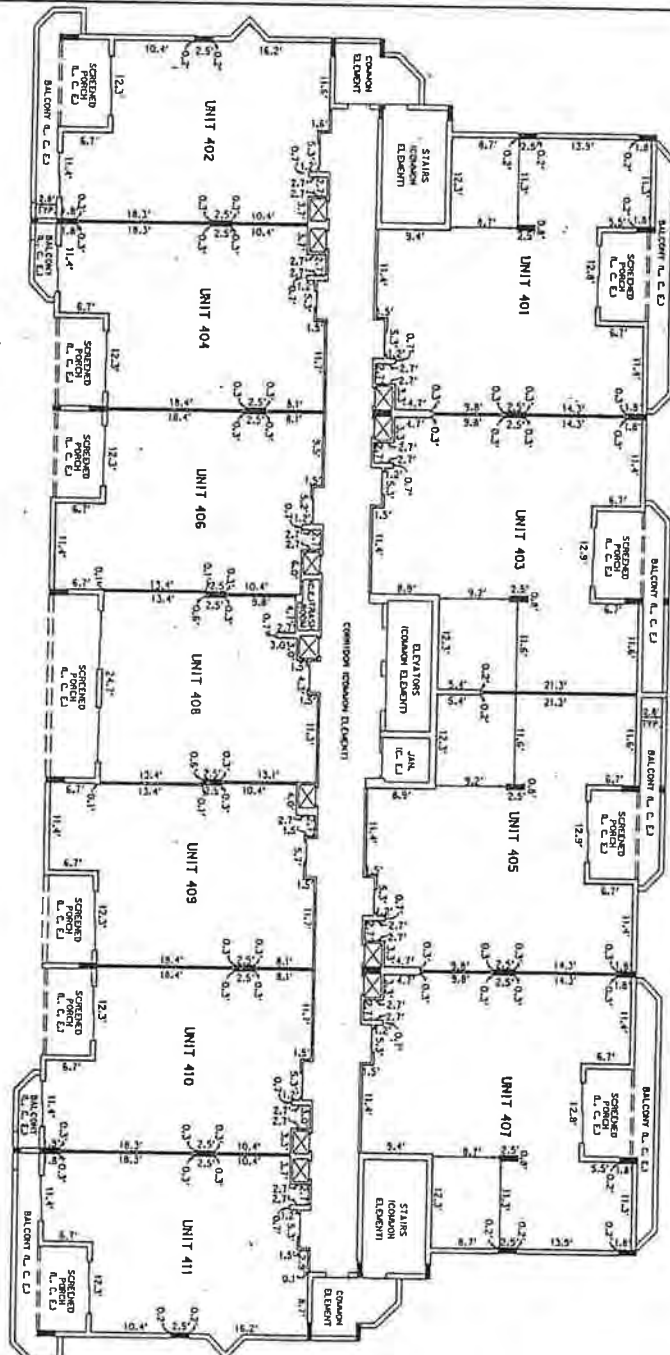
BUILDING "B1"
3RD FLOOR

CRYSTAL BAY, A CONDOMINIUM

PHASE 1

A CONDOMINIUM LYING WITHIN SECTION 2, TOWNSHIP 30 SOUTH,
RANGE 16 EAST, PINELLAS COUNTY, FLORIDA

SCALE: 1" = 10'



- LEGEND**
- C.E. DENOTES COMMON ELEMENT
 - L.C.E. DENOTES LIMITED COMMON ELEMENT
 - ! DENOTES COLUMN (COMMON ELEMENT)
 - ⊠ DENOTES HVAC/WATER HEATER ROOM ONE PER UNIT (3' x 2'-4" 179.2)
 - JAN. DENOTES JANITORIAL COMMON ELEMENT

FLOOR AND CEILING ELEVATIONS

4TH Floor 39.44
Ceiling 47.48

BUILDING "B"
4TH FLOOR

PBS

POST, INCORPORATED, 1000 N. GULF BLVD., SUITE 100, TAMPA, FLORIDA 33601
1000 WEST CHAMBERS ST. & SOUTHWEST CORNER, TAMPA, FLORIDA 33601

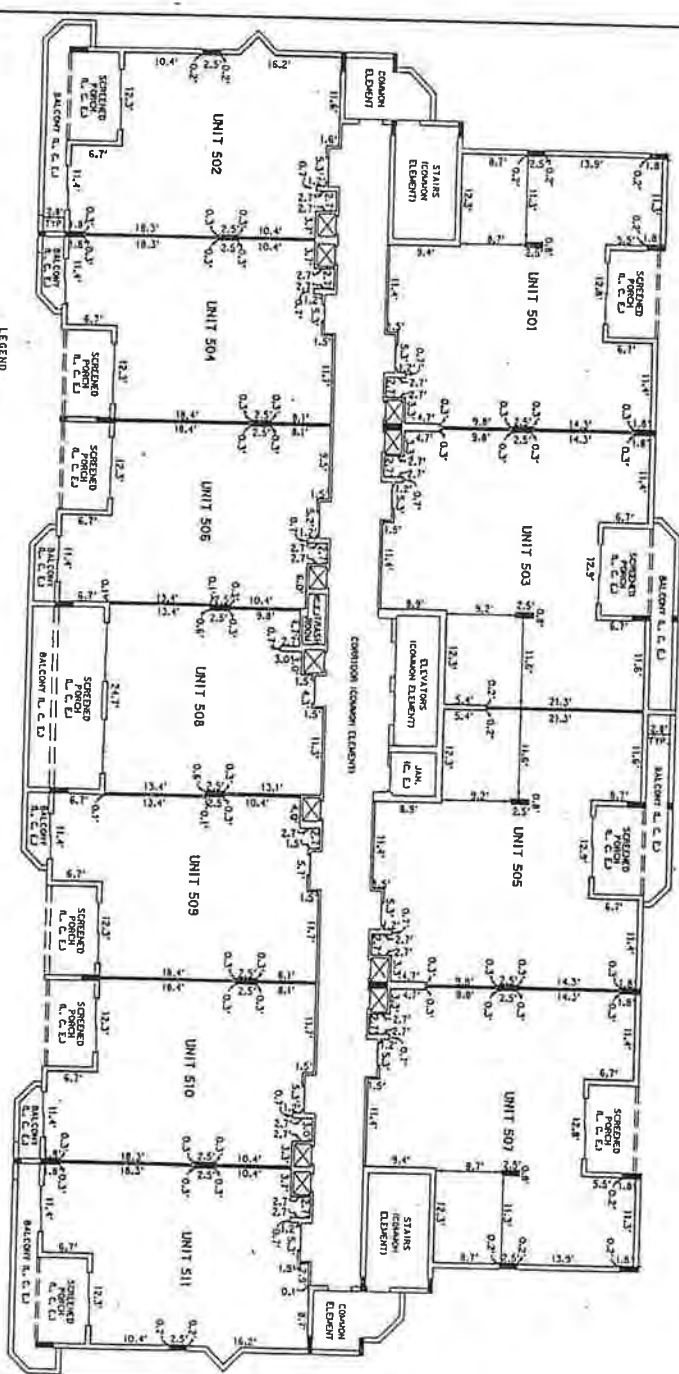
- GENERAL NOTES**
1. The dimensions and limits of the individual units are shown on plans and data prepared by James H. Eng, Architect, P.A. All dimensions are in substantial compliance with these practices.
 2. All boundary walls and columns shown hereon are common elements.

CRYSTAL BAY, A CONDOMINIUM

PHASE 1

A CONDOMINIUM LYING WITHIN SECTION 2, TOWNSHIP 30 SOUTH,
RANGE 16 EAST, PINELLAS COUNTY, FLORIDA

SCALE: 1" = 10'



- LEGEND**
- C.E. DENOTES COMMON ELEMENT
 - L.C.E. DENOTES LIMITED COMMON ELEMENT
 - DENOTES COLUMN (COMMON ELEMENT)
 - ⊗ DENOTES HVAC/WATER HEATER ROOM (LIMITED COMMON ELEMENT)
 - ⊠ DENOTES JANITORIAL COMMON ELEMENT

FLOOR AND CEILING ELEVATIONS

5TH Floor 48.04
Ceiling 56.08

BUILDING A
5TH FLOOR

1025 HUNTERS TRAIL, SUITE 100
DAWSONVILLE, GA 30034
2009 WEST CHICKS STREET, SUITE 300
LINDA, FLORIDA 32050

PRS

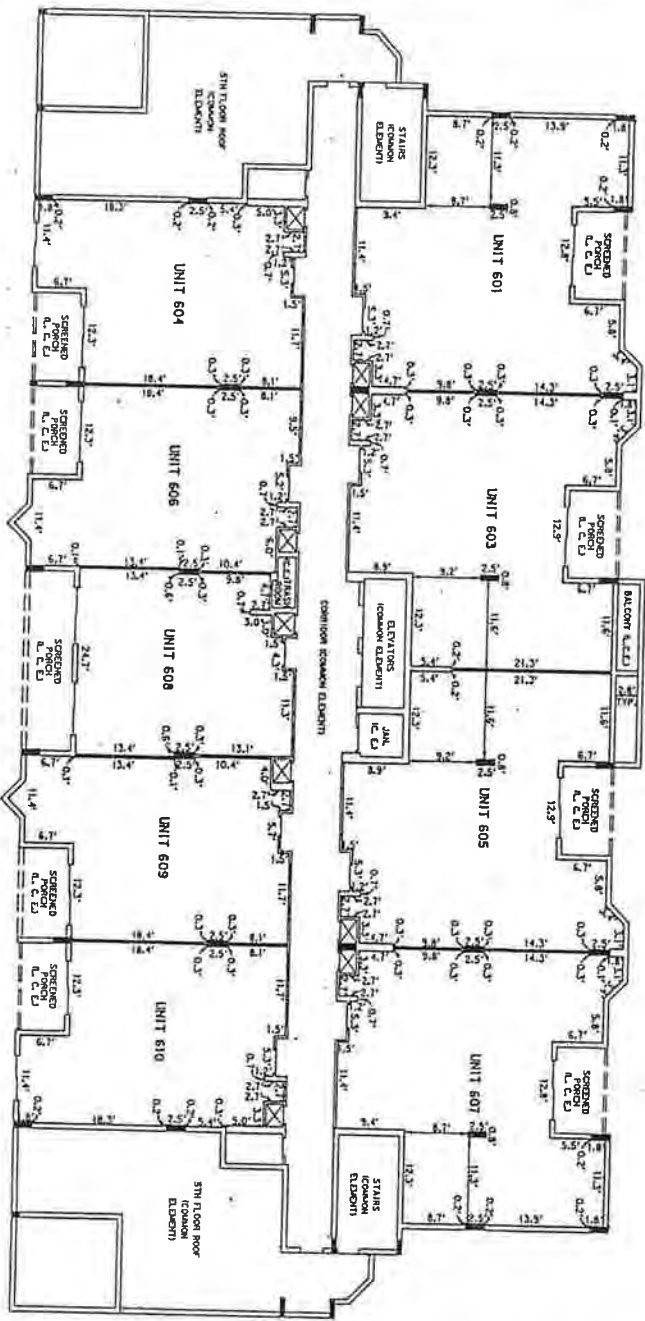
- GENERAL NOTES**
1. The dimensions and limits of the individual units are shown on plans, and data prepared by Post, Buckley, Schuh, Jernigan & Co., P.A. Field dimensions are in substantial compliance with these plans, and any minor deviations are due to normal construction practices.
 2. All boundary walls and columns shown herein are common elements.

CRYSTAL BAY, A CONDOMINIUM

PHASE 1

A CONDOMINIUM LYING WITHIN SECTION 2, TOWNSHIP 30 SOUTH,
RANGE 16 EAST, PINELLAS COUNTY, FLORIDA

SCALE: 1" = 10'



- LEGEND**
- C.E. DENOTES COMMON ELEMENT.
 - L.C.E. DENOTES LIMITED COMMON ELEMENT.
 - ! DENOTES COLUMN (COMMON ELEMENT)
 - ☒ DENOTES HVAC/WATER HEATER ROOM (LIMITED COMMON ELEMENT)
 - JAN. DENOTES JANITORIAL COMMON ELEMENT.

FLOOR AND CEILING ELEVATIONS

6TH Floor	56.74
Ceiling	64.77

BUILDING #B4
6TH FLOOR

- GENERAL NOTES**
1. The dimensions and limits of the individual units are shown on plans and are verified by Field, Building, and Survey. Field dimensions are in substantial compliance with these plans, except for minor deviations due to normal construction practices.
 2. All boundary walls and columns shown hereon are common elements.

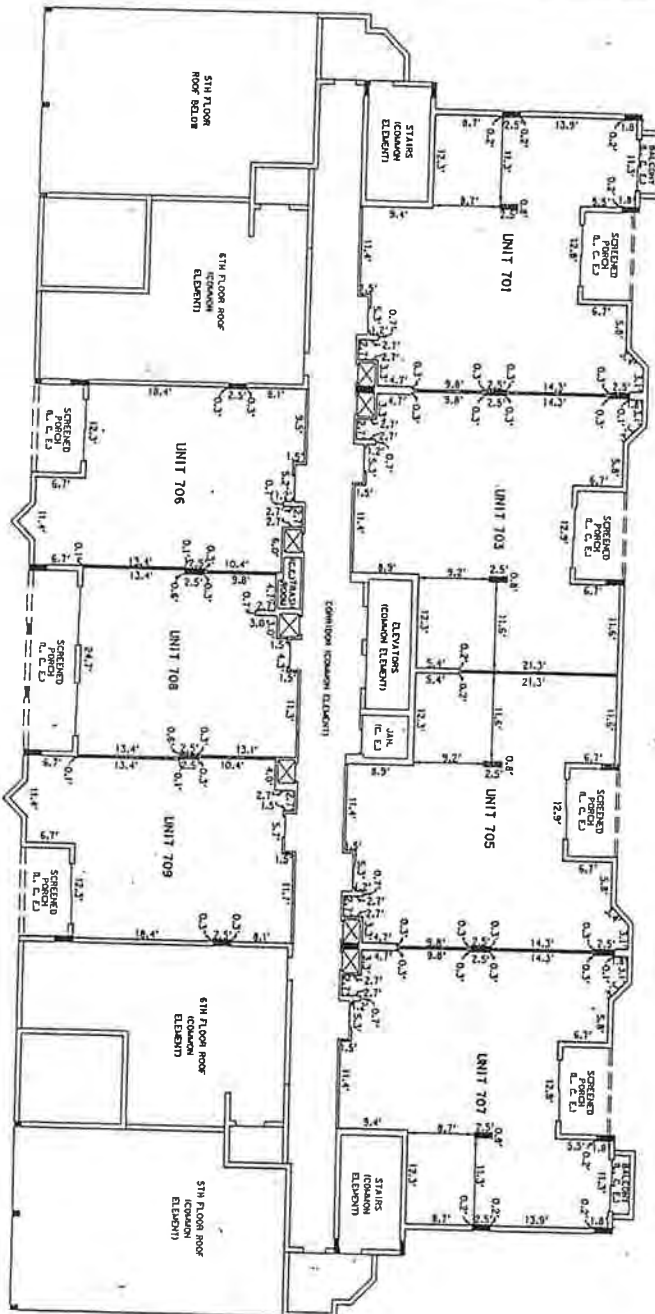
PBSI
PETER B. SHERIDAN, INC.
REGISTERED PROFESSIONAL ARCHITECT
2000 WEST CHAMPAGNE AVENUE, SUITE 110
TAMPA, FLORIDA 33607

CRYSTAL BAY, A CONDOMINIUM

PHASE 1

A CONDOMINIUM LYING WITHIN SECTION 2, TOWNSHIP 30 SOUTH,
RANGE 16 EAST, PINELLAS COUNTY, FLORIDA

SCALE: 1" = 10'



PBS&J
PETER B. SCHNEIDER, P.E.
1200 WEST CHIMNEY STREET, SUITE 300
TAMPA, FLORIDA 33607

- LEGEND**
- C.E. DENOTES COMMON ELEMENT
 - L.C.E. DENOTES LIMITED COMMON ELEMENT
 - ! DENOTES COLUMN (COMMON ELEMENT)
 - ☒ DENOTES HVAC/FILTER HEATER ROOM ONE PER UNIT (3' X 2'-4" MIN.)
 - JAN. DENOTES JANITORIAL COMMON ELEMENT

FLOOR AND CEILING ELEVATIONS

7TH FLOOR	55.16
Ceiling	13.54

BUILDING #B
7TH FLOOR

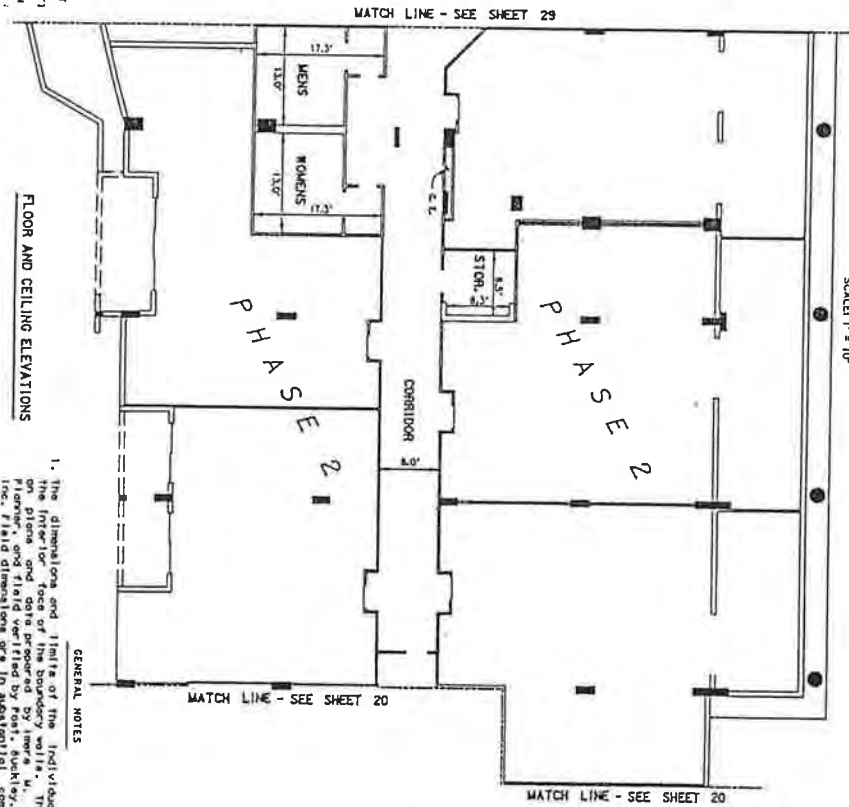
- GENERAL NOTES**
1. The dimensions and limits of the individual units are along the interior face of the boundary walls. The units are based on plans and data prepared by the architect, engineer, planner, and field verified by field survey. Field dimensions are in substantial compliance with the plans, except for minor deviations due to normal construction practices.
 2. All boundary walls and columns shown hereon are common elements.

CRYSTAL BAY, A CONDOMINIUM

PHASE 1

A CONDOMINIUM LYING WITHIN SECTION 2, TOWNSHIP 30 SOUTH,
RANGE 16 EAST, PINELLAS COUNTY, FLORIDA

SCALE: 1" = 10'



- LEGEND**
- C.E. DENOTES COMMON ELEMENT
 - L.C.E. DENOTES LIMITED COMMON ELEMENT
 - DENOTES ELEVATOR (COMMON ELEMENT)
 - ⊗ DENOTES HUNG/CHANGER HATCH ROOM (LIMITED COMMON ELEMENT)
 - JAN. DENOTES JANITORIAL COMMON ELEMENT

PBS
701 N. BELL ST., SUITE 1, TAMPA, FL 33604
DORRIS L. HANCOCK & ASSOCIATES, INC.
2000 TAMPA AVENUE, SUITE 2000
TAMPA, FLORIDA 33606-2000

BUILDING 'C'
1ST FLOOR

FLOOR AND CEILING ELEVATIONS
1st Floor 1000
Ceiling 1835

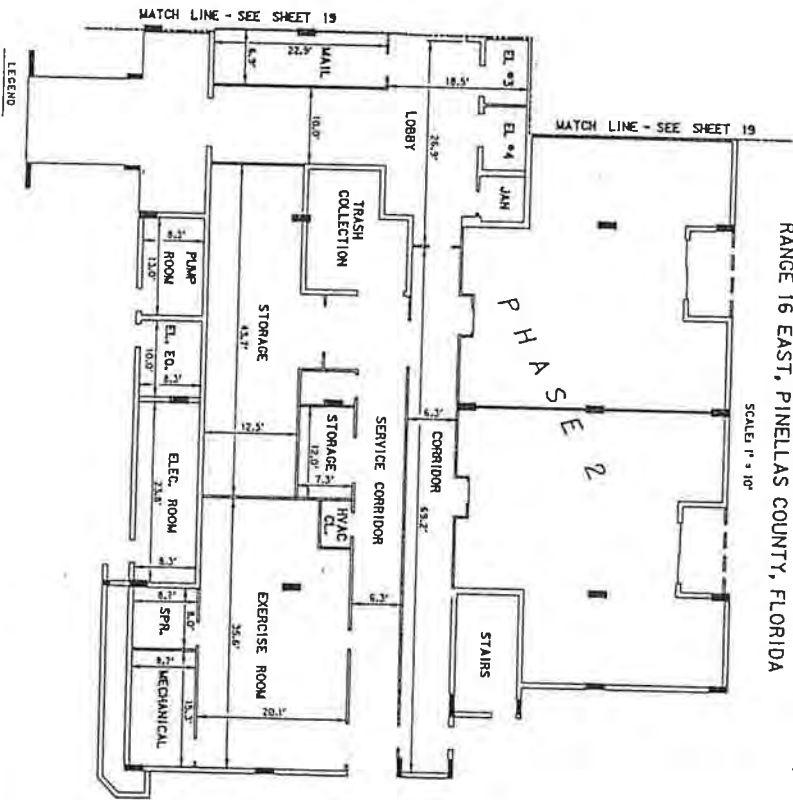
- GENERAL NOTES**
1. The dimensions and limits of the individual units are along the interior face of walls and doors. The interior floor, ceiling, and door dimensions are based on the interior face of walls, doors, and windows. The exterior dimensions are in substantial compliance with these dimensions. All dimensions are in feet and inches, rounded to the nearest 1/8".
 2. All boundary walls and columns shown herein are common elements.
 3. Reservations to the First Floor are based upon plans prepared by the Architectural Group, dated 5/21/93.

CRYSTAL BAY, A CONDOMINIUM

PHASE 1

A CONDOMINIUM LYING WITHIN SECTION 2, TOWNSHIP 30 SOUTH,
RANGE 16 EAST, PINELLAS COUNTY, FLORIDA

SCALE: 1" = 10'



- LEGEND**
- C.E. DENOTES COMMON ELEMENT
 - L.C.E. DENOTES LIMITED COMMON ELEMENT
 - DENOTES COLUMN (COMMON ELEMENT)
 - DENOTES HVAC/WATER HEATER ROOM (LIMITED COMMON ELEMENT)
 - ⊠ DENOTES JANITORIAL COMMON ELEMENT

FLOOR AND CEILING ELEVATIONS

1st Floor	10.00
Ceiling	18.95

PBS&J
POLI, MOULTY, SCHMIDT & ASSOCIATES, INC.
3000 WEST CHASSIS STREET, SUITE 100
TAMPA, FLORIDA 33607

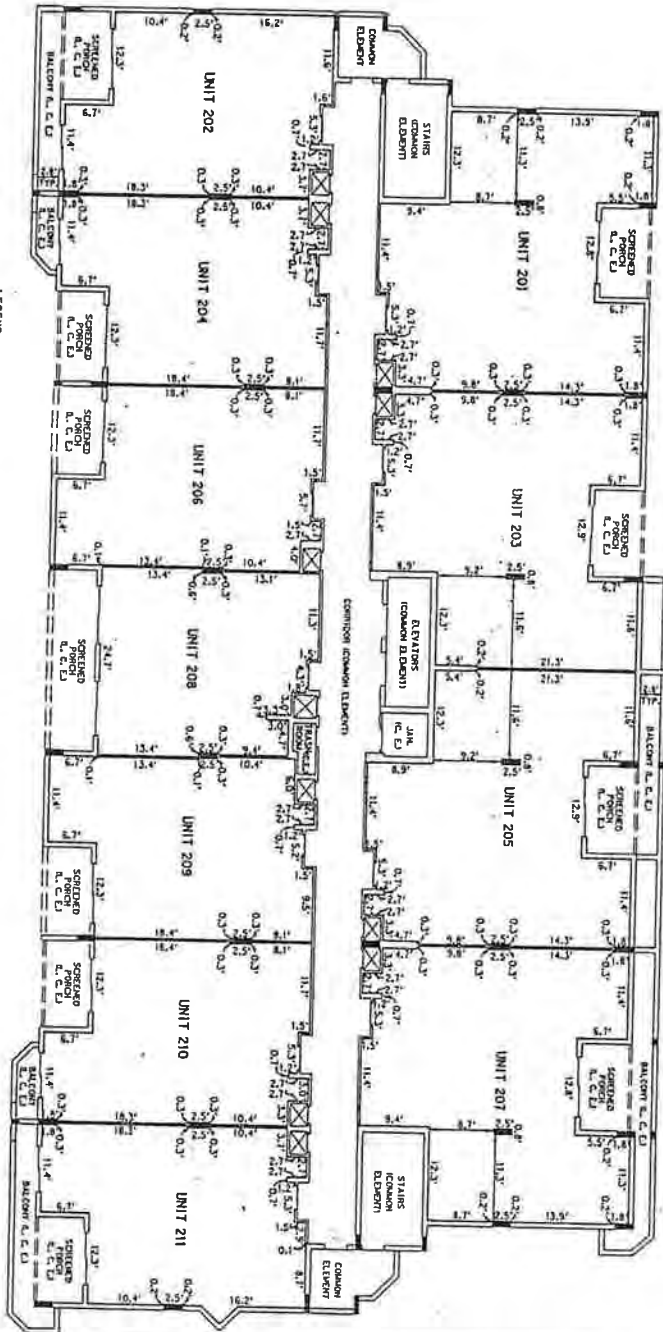
- GENERAL NOTES**
1. The dimensions and limits of the individual units are along the interior face of the boundary walls. The units are based on floor and ceiling elevations as shown hereon. The field dimensions are in station notation. Station X-Y-Z means X feet, Y inches and Z tenths of an inch. All dimensions are in feet unless otherwise indicated.
 2. All boundary walls and columns shown hereon are common elements.
 3. Renovations to the first floor as shown hereon are based upon plans prepared by The Martin Architectural Group, dated 9/27/93.

CRYSTAL BAY, A CONDOMINIUM

PHASE 1

A CONDOMINIUM LYING WITHIN SECTION 2, TOWNSHIP 30 SOUTH,
RANGE 16 EAST, PINELLAS COUNTY, FLORIDA

SCALE: 1" = 10'



- LEGEND**
- C.E. DENOTES COMMON ELEMENT
 - L.C.E. DENOTES LIMITED COMMON ELEMENT
 - DENOTES COLUMN (COMMON ELEMENT)
 - DENOTES HVAC/MASTER HEATER ROD (LIMITED COMMON ELEMENT)
 - DENOTES JANITORIAL COMMON ELEMENT

FLOOR AND CEILING ELEVATIONS

2nd Floor	23.10'
Ceiling	31.12'

BUILDING "C"
2ND FLOOR

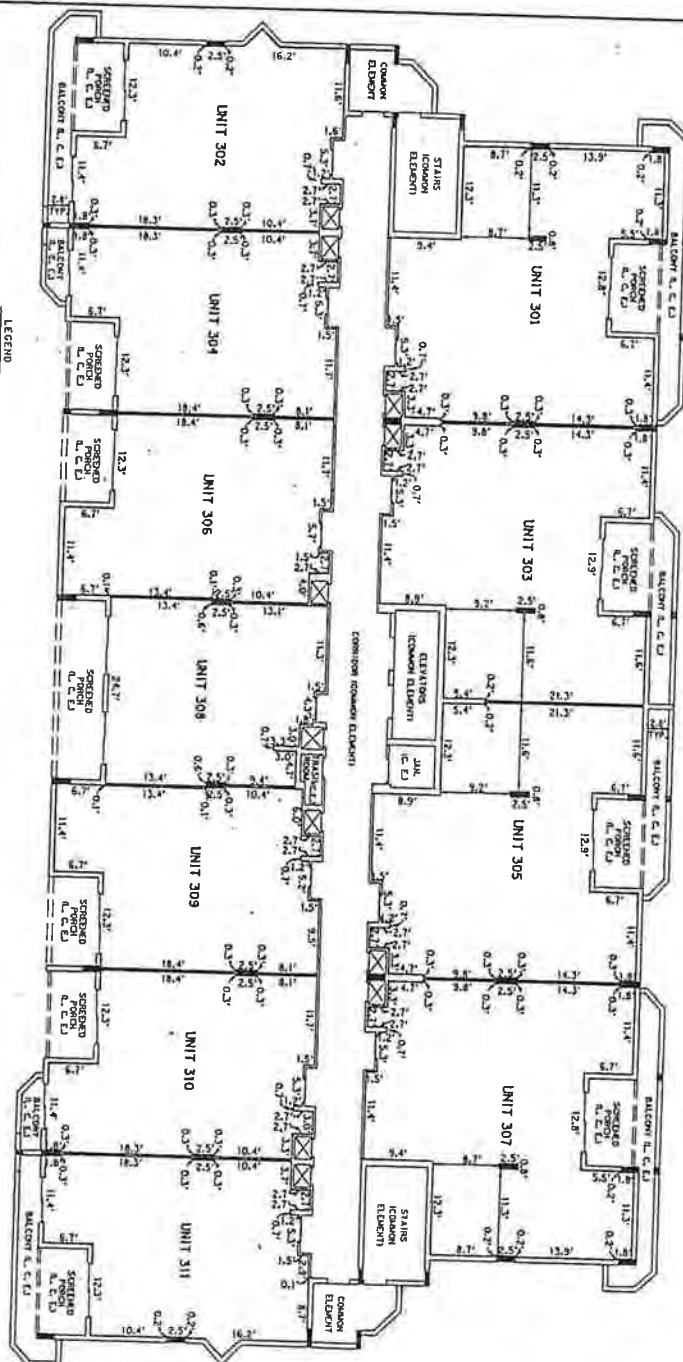
PRO
201, N. BAYVIEW, SUITE 1, PENSACOLA, FLORIDA 32507
ARCHITECT, PLANNING & SURVEYING, INC.
1000 W. FLORIDA BLVD., SUITE 300
TALLAHASSEE, FLORIDA 32303

- GENERAL NOTES**
1. The dimensions and limits of the individual units are along the interior face of the boundary walls. The units are based on the floor plan as prepared by J.M. Eng. Architect & Planner, and filed in the public records of Pinellas County, Florida. Field dimensions are in addition to the floor plan dimensions shown for minor deviations due to normal construction practices.
 2. All boundary walls and columns shown hereon are common elements.

CRYSTAL BAY, A CONDOMINIUM PHASE 1

A CONDOMINIUM LYING WITHIN SECTION 2, TOWNSHIP 30 SOUTH,
RANGE 16 EAST, PINELLAS COUNTY, FLORIDA

SCALE: 1" = 10'



- LEGEND**
- C.F. DEMOTES COMMON ELEMENT
 - L.C.F. DEMOTES LIMITED COMMON ELEMENT
 - DEMOTES COLUMN (COMMON ELEMENT)
 - DEMOTES WALL/PARTIAL HEATER ROOM (LIMITED COMMON ELEMENT)
 - JAN. DEMOTES JANITORIAL COMMON ELEMENT

FLOOR AND CEILING ELEVATIONS

3rd Floor	31.74
CEILING	33.80

- GENERAL NOTES**
- The dimensions and limits of the individual units, are along the interior face of the boundary walls. The units are shown in plan and are not to be construed as a legal description. Field dimensions are as shown. All construction shall be in accordance with the applicable codes and regulations.
 - All boundary walls and columns shown hereon are common elements.

PRO
PETER ROBERTSON, ARCHITECT & ENGINEER, INC.
3500 WEST CHAMPAGNE AVE. SUITE 300
TAMPA, FLORIDA 33609

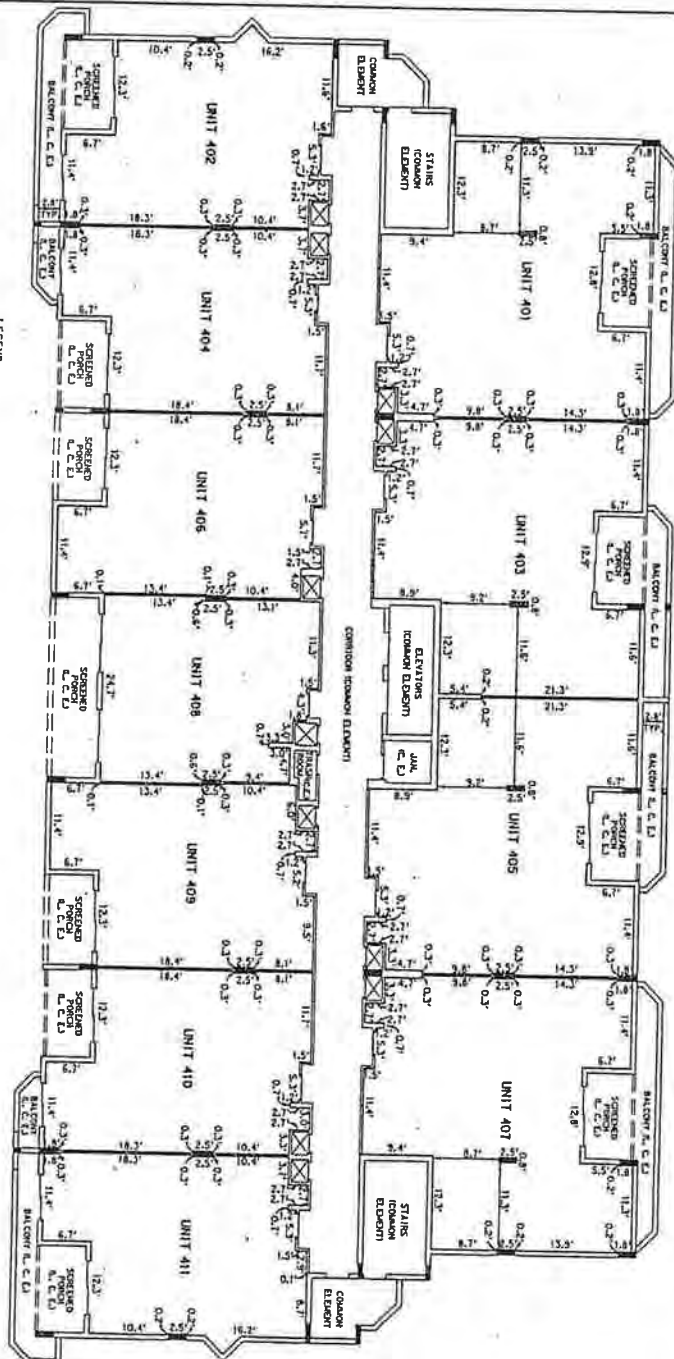
BUILDING "C"
3RD FLOOR

CRYSTAL BAY, A CONDOMINIUM

PHASE 1

A CONDOMINIUM LYING WITHIN SECTION 2, TOWNSHIP 30 SOUTH,
RANGE 16 EAST, PINELLAS COUNTY, FLORIDA

SCALE: 1" = 10'



- LEGEND**
- C.E. DENOTES COMMON ELEMENT
 - L.C.E. DENOTES LIMITED COMMON ELEMENT
 - ! DENOTES COLUMN (COMMON ELEMENT)
 - DENOTES WALL/WATER HEATER ROOM ONE PER UNIT (3' x 2'-4" TYP.) (LIMITED COMMON ELEMENT)
 - JAN. DENOTES JANITORIAL COMMON ELEMENT

BUILDING #C8
4TH FLOOR

PBSI
PETER B. SCHMIDT, SCHEIN & SCHMIDT, INC.
1500 W. 11TH AVENUE, SUITE 300
TAMPA, FLORIDA 33607

FLOOR AND CEILING ELEVATIONS

4th Floor	40.39
Ceiling	48.44

GENERAL NOTES

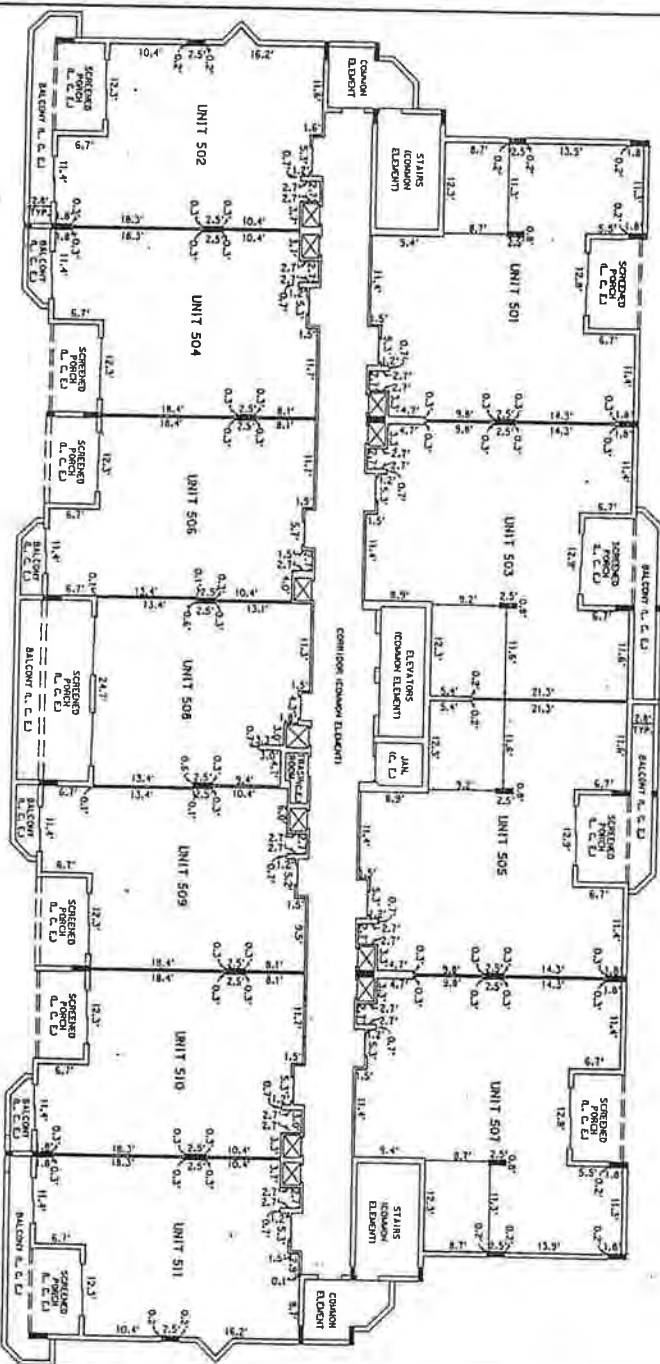
- The dimensions and limits of the individual units are along on plans and dots prepared by James H. Eng, Architect, Inc., and field verified by Post, Buckley, Schuh & Jernigan, P.A. All other dimensions are approximate and subject to change without notice. Plans except for minor deviations due to normal construction practices.
- All boundary walls and columns shown hereon are common elements.

CRYSTAL BAY, A CONDOMINIUM

PHASE 1

A CONDOMINIUM LYING WITHIN SECTION 2, TOWNSHIP 30 SOUTH,
RANGE 16 EAST, PINELLAS COUNTY, FLORIDA

SCALE: 1" = 10'



- LEGEND**
- C.C. DENOTES COMMON ELEMENT
 - L.C.C.E. DENOTES LIMITED COMMON ELEMENT
 - I** DENOTES COLUMN (COMMON ELEMENT)
 - DENOTES HVAC/HEATER HEATER ROOM ONE PER UNIT (LIMITED COMMON ELEMENT)
 - JAN. DENOTES JANITORIAL COMMON ELEMENT

PSI, INC., 2001 W. BAYVIEW BLVD., SUITE 200, TAMPA, FLORIDA 33606

FLOOR AND CEILING ELEVATIONS

5th Floor	49.03
Colling	57.11

BUILDING 2C
5TH FLOOR

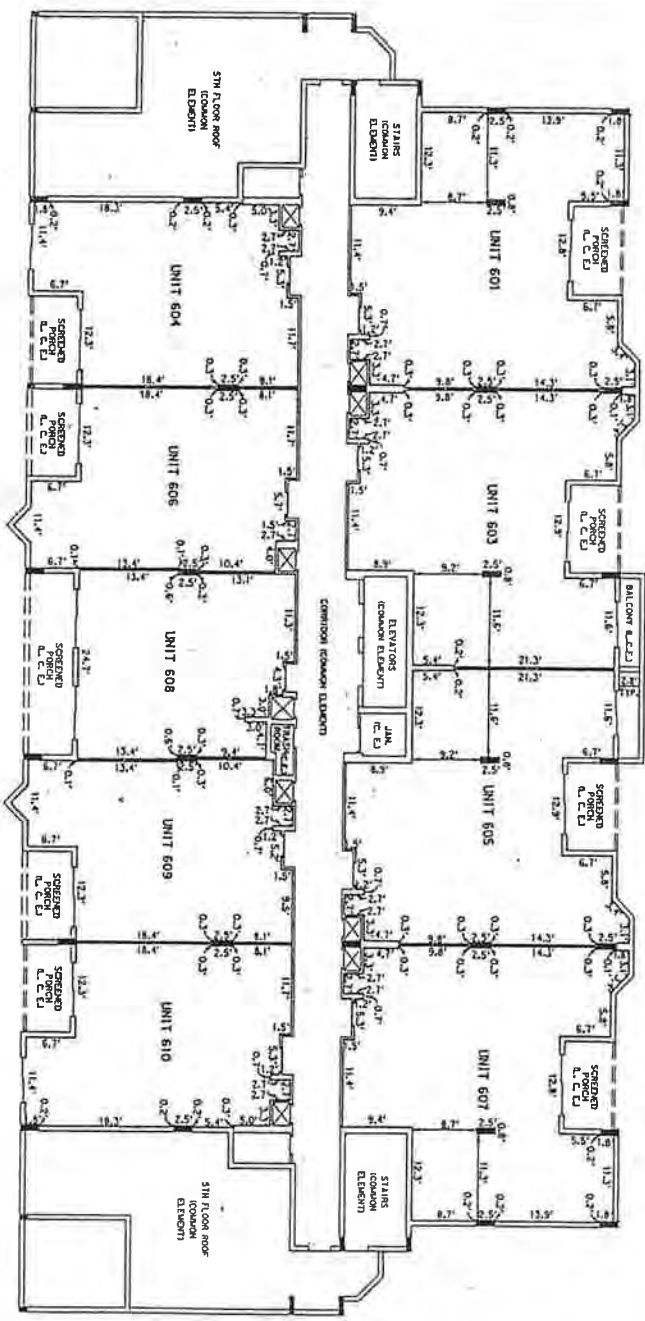
- GENERAL NOTES**
1. The dimensions and heights of the individual units are along an exterior wall. The units are based on the floor and ceiling elevations. The floor and ceiling elevations are in accordance with the Florida Building Code, Section 510.01, and the Florida Building Code, Section 510.02. The dimensions are in accordance with the Florida Building Code, Section 510.01, and the Florida Building Code, Section 510.02. The dimensions are in accordance with the Florida Building Code, Section 510.01, and the Florida Building Code, Section 510.02.
 2. All boundary walls and columns shown hereon are common elements.

CRYSTAL BAY, A CONDOMINIUM

PHASE 1

A CONDOMINIUM LYING WITHIN SECTION 2, TOWNSHIP 30 SOUTH,
RANGE 16 EAST, PINELLAS COUNTY, FLORIDA

SCALE: 1" = 10'



- LEGEND**
- C.E. DENOTES COMMON ELEMENT
 - L.C.E. DENOTES LIMITED COMMON ELEMENT
 - ☒ DENOTES COMMON ELEMENT
 - JAN. DENOTES JANITORIAL COMMON ELEMENT

FLOOR AND CEILING ELEVATIONS

6th Floor	57.78
CEILING	55.82

BUILDING # C#
6TH FLOOR



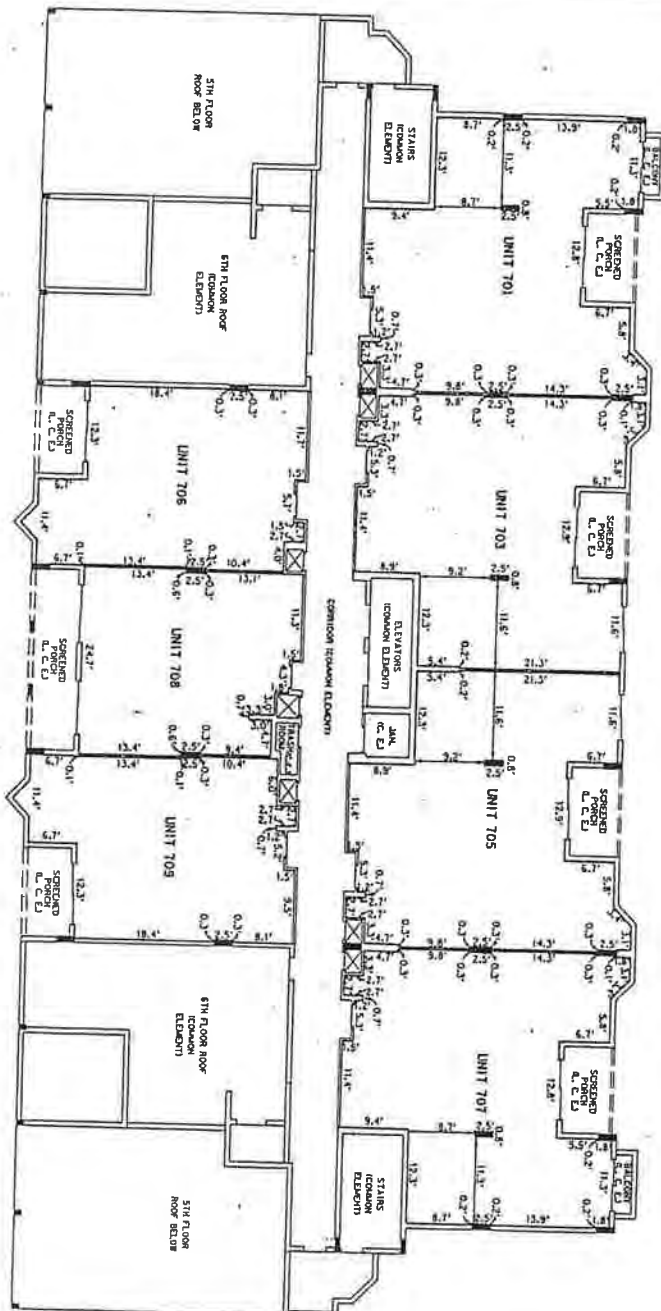
- GENERAL NOTES**
1. The dimensions and limits of the individual units are along the interior face of the boundary walls. The units are based on the floor and ceiling elevations shown. The architect and the field dimensions are in substantial compliance with these plans except for minor deviations due to normal construction practices.
 2. All boundary walls and columns shown hereon are common elements.

CRYSTAL BAY, A CONDOMINIUM

PHASE 1

A CONDOMINIUM LYING WITHIN SECTION 2, TOWNSHIP 30 SOUTH,
RANGE 16 EAST, PINELLAS COUNTY, FLORIDA

SCALE 1" = 10'



PRSI
7011 BUCKLE SHOULDER DRIVE
DUNEDIN, FLORIDA 34626
2009 45TH CROSS STREET, SUITE 300
DUNEDIN, FLORIDA 34626

- LEGEND**
- C.E. DENOTES COMMON ELEMENT
 - L.C.E. DENOTES LIMITED COMMON ELEMENT
 - DENOTES COLUMN (COMMON ELEMENT)
 - DENOTES HYAC/WATER HEATER ROOM (LIMITED COMMON ELEMENT)
 - DENOTES JANITORIAL COMMON ELEMENT

FLOOR AND CEILING ELEVATIONS

7th Floor	66.40
Ceiling	74.49

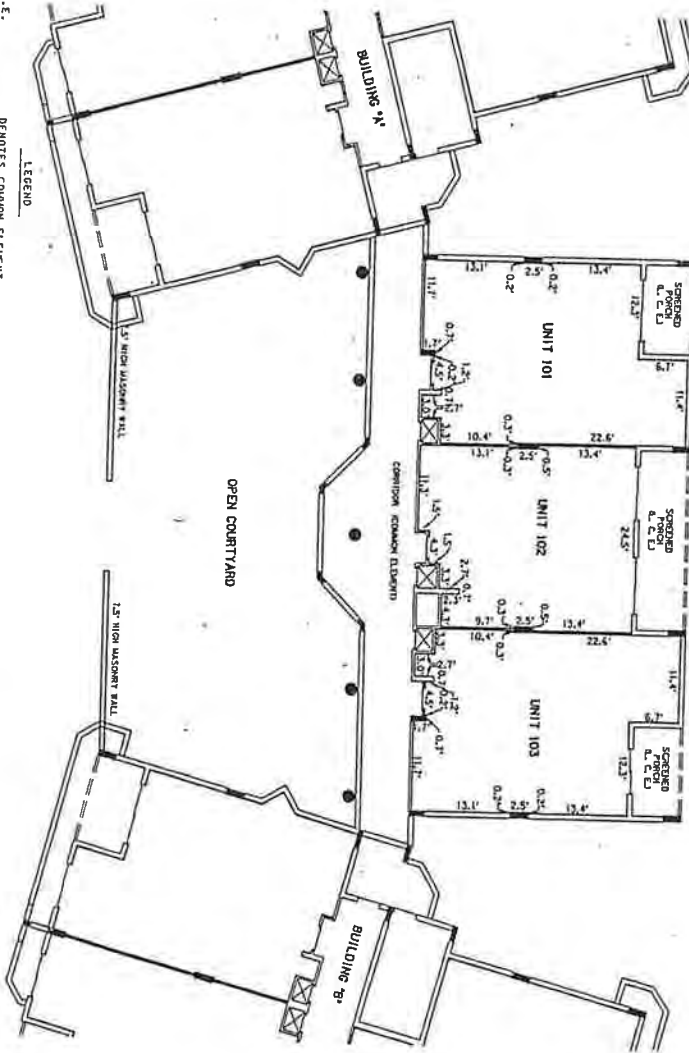
GENERAL NOTES

1. The dimensions and limits of the individual units are along the interior face of the walls. The units are based on plans and field verified by Paul, Sukhraj, Sankar & Associates, Inc. Field dimensions are in substantial compliance with these plans, except for minor deviations due to normal construction practices.
2. All boundary walls and columns shown herein are common elements.

CRYSTAL BAY, A CONDOMINIUM PHASE 1

A CONDOMINIUM LYING WITHIN SECTION 2, TOWNSHIP 30 SOUTH,
RANGE 16 EAST, PINELLAS COUNTY, FLORIDA

SCALE: 1" = 10'



- LEGEND**
- C.E. DENOTES COMMON ELEMENT
 - L.C.E. DENOTES LIMITED COMMON ELEMENT
 - JAN. DENOTES JANITORIAL COMMON ELEMENT
 - ☒ DENOTES COLUMN COMMON ELEMENT
 - ☒ DENOTES HVAC/FILTER HEATER ROOM ONE PER UNIT (3' x 2'-4 1/2" x 17'-2")
 - ☒ DENOTES LIMITED COMMON ELEMENT
 - ☒ DENOTES JANITORIAL COMMON ELEMENT

PRO
1998 PINELLAS COUNTY PLANNING & ZONING DEPARTMENT
5300 WEST CHIMNEY STREET, SUITE 100
LARGO, FLORIDA 34687

FLOOR AND CEILING ELEVATIONS

1st Floor	10.02
Ceiling	10.14

**BUILDING 'E'
1ST FLOOR**

GENERAL NOTES

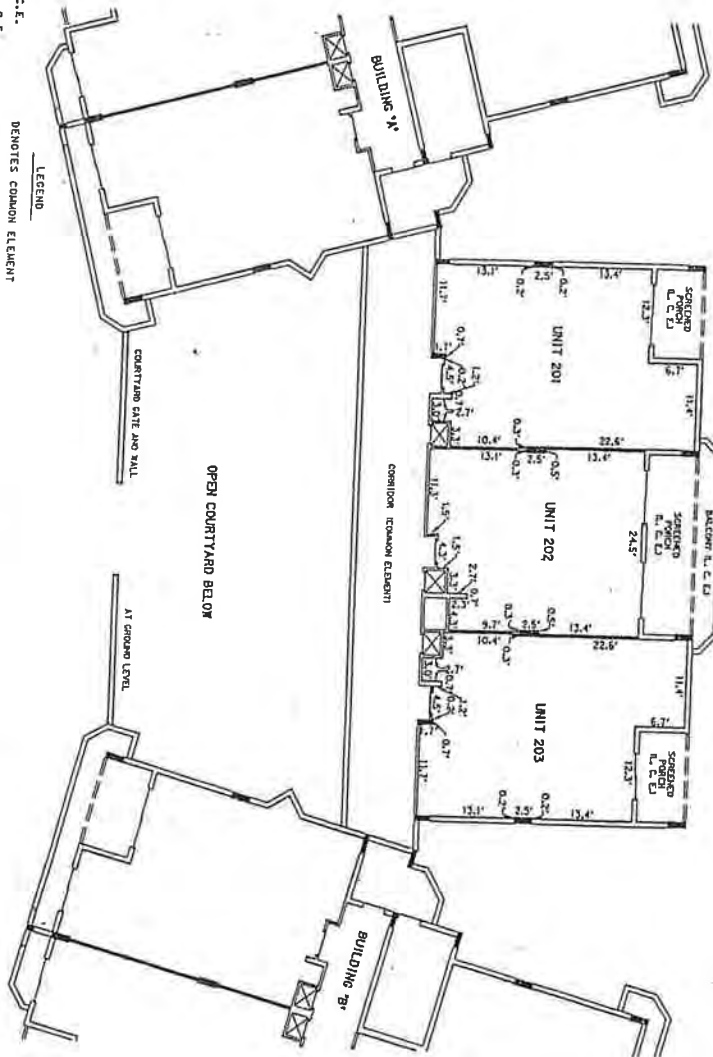
1. The dimensions and limits of the individual units are along the interior face of the boundary walls. The units are based on floor, and field verified by James W. Egan, Architect & Inc. Field dimensions are in substantial compliance with the plans, except for minor deviations due to normal construction practices.
2. All boundary walls and columns shown herein are common elements.

CRYSTAL BAY, A CONDOMINIUM

PHASE 1

A CONDOMINIUM LYING WITHIN SECTION 2, TOWNSHIP 30 SOUTH,
RANGE 16 EAST, PINELLAS COUNTY, FLORIDA

SCALE: 1" = 10'



- LEGEND**
- C.E. DENOTES COMMON ELEMENT
 - L.C.-E. DENOTES LIMITED COMMON ELEMENT
 - ☒ DENOTES EQUIUM (COMMON ELEMENT)
 - ☒ DENOTES HVAC/WATER HEATER ROOM (LIMITED COMMON ELEMENT) 77P.1
 - ☒ DENOTES JANITRIAL COMMON ELEMENT

FLOOR AND CEILING ELEVATIONS

FLOOR	ELEVATION
2nd Floor	21.18
Ceiling	23.26

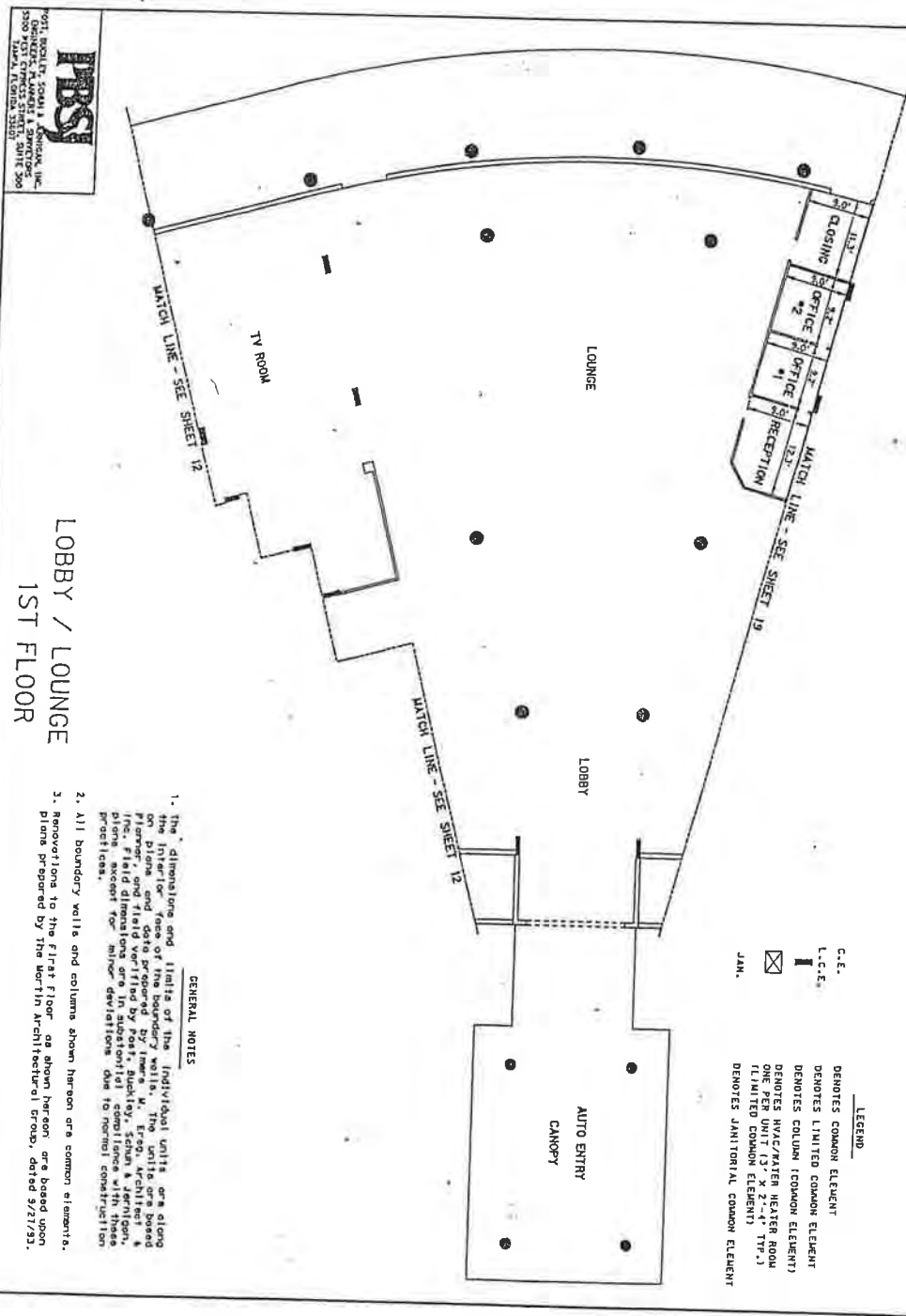
- GENERAL NOTES**
1. The dimensions and limits of the individual units are along the interior face of the boundary walls. The units are based on plans and data prepared by Post Buckley Erno Architects, P.A. Field dimensions are in substantial compliance with the plans, except for minor deviations due to normal construction practices.
 2. All boundary walls and columns shown hereon are common elements.

PBS&J
2025 N. W. 11th St., Suite 100, Pompano Beach, FL 33062
5600 W. 11th Street, Suite 100, Pompano Beach, FL 33062
TEL: 954.781.1111
FAX: 954.781.1111

CRYSTAL BAY, A CONDOMINIUM

A CONDOMINIUM LYING WITHIN SECTION 2, TOWNSHIP 30 SOUTH,
RANGE 16 EAST, PINELLAS COUNTY, FLORIDA

SCALE: 1" = 10'



- LEGEND**
- C.E. DENOTES COMMON ELEMENT
 - L.C.E. DENOTES LIMITED COMMON ELEMENT
 - DENOTES COLUMN (COMMON ELEMENT)
 - DENOTES HVAC/WATER HEATER ROOM (LIMITED COMMON ELEMENT)
 - ⊗ DENOTES JANITORIAL COMMON ELEMENT

GENERAL NOTES

1. The dimensions and limits of the individual units are along the interior face of the boundary walls. The area of the units shown on this plan and data prepared by Iners, E. Erdi, Schun & Schun, Inc. Field dimensions were verified by post, Buckley, Schun & Schun, Inc. except for minor deviations due to normal construction practices.
2. All boundary walls and columns shown hereon are common elements.
3. Renovations to the first floor as shown hereon, are based upon plans prepared by the Martin Architectural Group, dated 5/21/93.

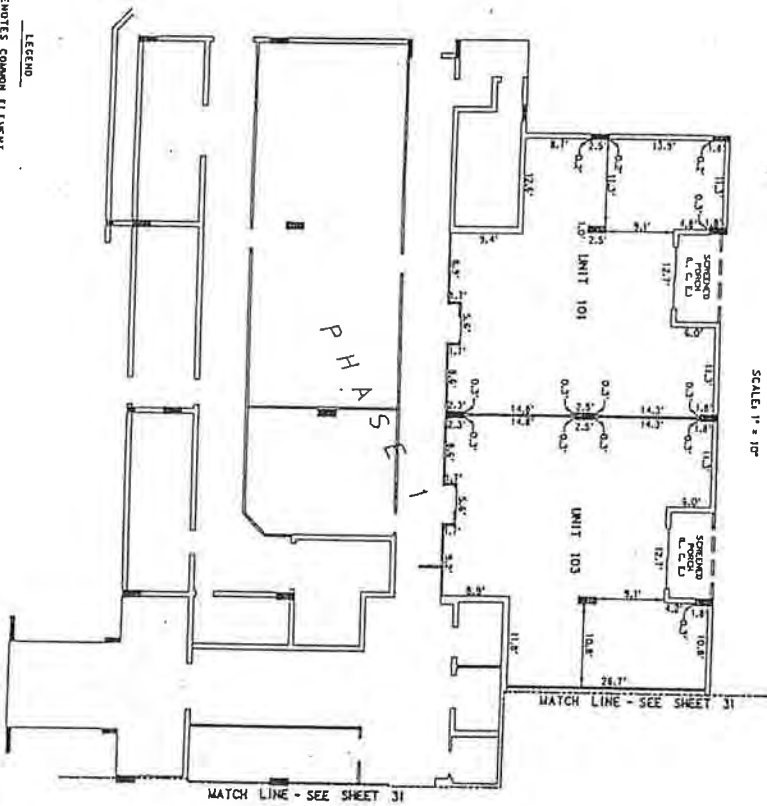
IBS
INTERNATIONAL BUILDING SYSTEMS, INC.
5500 WEST CHAMBERS STREET
TAMPA, FLORIDA 33607

LOBBY / LOUNGE
1ST FLOOR

CRYSTAL BAY, A CONDOMINIUM PHASE 2

A CONDOMINIUM LYING WITHIN SECTION 2, TOWNSHIP 30 SOUTH,
RANGE 16 EAST, PINELLAS COUNTY, FLORIDA

SCALE: 1" = 10'



- LEGEND**
- C.E. _____ DENOTES COMMON ELEMENT
 - L.C.E. **I** DENOTES LIMITED COMMON ELEMENT
 - DENOTES COLUMN (COMMON ELEMENT)
 - DENOTES HANG/WATER HEATER ROOM (LIMITED COMMON ELEMENT)
 - DENOTES JANITORIAL COMMON ELEMENT

FLOOR AND CEILING ELEVATIONS

1st Floor	10 00
ceiling	10 00

**BUILDING B1
1ST FLOOR**

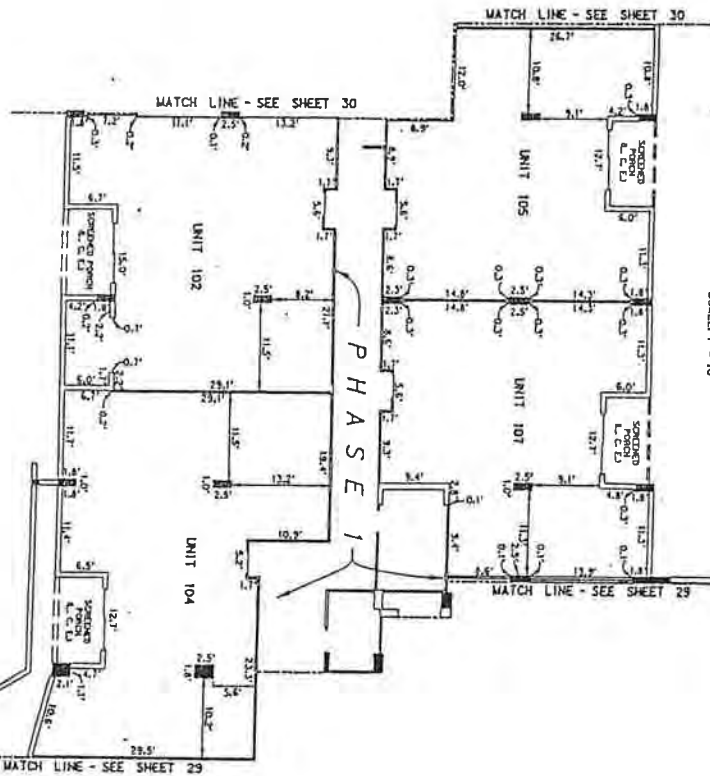
- GENERAL NOTES**
1. The dimensions and limits of the individual units are along the interior face of the boundary walls. The walls are shown in floor plan and elevations prepared by Inver U. Ergo, Architect & Inc. Field dimensions are shown on elevations and floor plans except for minor deviations due to normal construction practices.
 2. All boundary walls and columns shown hereon are common elements.
 3. Renovations to the first floor as shown hereon are based upon plans prepared by The Martin Architectural Group, dated 9/21/93.

IBSI
2511 N. W. 10th St., Suite 100, Ft. Lauderdale, FL 33309
3000 West Commercial Blvd., Suite 300, Tampa, Florida 33607

CRYSTAL BAY, A CONDOMINIUM PHASE 2

A CONDOMINIUM LYING WITHIN SECTION 2, TOWNSHIP 30 SOUTH,
RANGE 16 EAST, PINELLAS COUNTY, FLORIDA

SCALE: 1" = 10'



- LEGEND**
- C.E. DENOTES COMMON ELEMENT
 - L.C.C.U. DENOTES LIMITED COMMON ELEMENT
 - DENOTES COLUMN (COMMON ELEMENT)
 - DENOTES HVAC/WATER HEATER ROOM
 - ONE PER UNIT (3" x 2'-4" TYP.)
 - DENOTES COMMON ELEMENT
 - JAN. DENOTES JANITORIAL COMMON ELEMENT

PROS
PROS ARCHITECTS, SUITE 4, JENNIFER WALKER DRIVE, TAMPA, FLORIDA 33606
DORIS L. LAWRENCE, ARCHITECT
2000 41ST STREET, SUITE 300
TAMPA, FLORIDA 33606

FLOOR AND CEILING ELEVATIONS

1st Floor 10.00
Ceiling 19.00

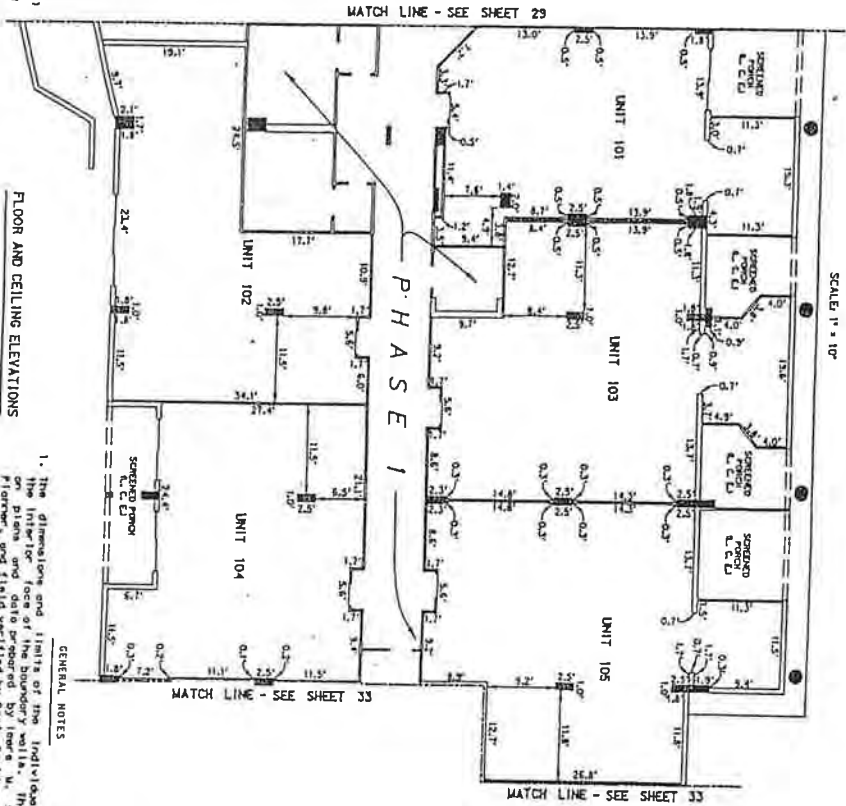
**BUILDING "B"
1ST FLOOR**

- GENERAL NOTES**
1. The dimensions and limits of the individual units are along the interior face of the boundary walls. The floor and ceiling elevations are field verified by laser. All framing, arching, etc. field dimensions are in addition to the normal construction practices, except for minor deviations due to normal construction.
 2. All boundary walls and columns shown hereon are common elements.
 3. Renovations to the first floor, as shown hereon, are based upon plans prepared by the architect in accordance with the code, dated 5/21/93.

CRYSTAL BAY, A CONDOMINIUM PHASE 2

A CONDOMINIUM LYING WITHIN SECTION 2, TOWNSHIP 30 SOUTH,
 RANGE 16 EAST, PINELLAS COUNTY, FLORIDA

SCALE 1" = 10'



- LEGEND**
- C.C. DENOTES COMMON ELEMENT
 - L.C.E. DENOTES LIMITED COMMON ELEMENT
 - DENOTES COLUMN (COMMON ELEMENT)
 - ⊠ DENOTES HVAC/RAILWAY HEATER ROOM (LIMITED COMMON ELEMENT)
 - ⊞ DENOTES JANITORIAL COMMON ELEMENT

PBSI
 PETER B. SMITH, INC.
 ARCHITECTS, PLANNERS & ENGINEERS
 3000 WEST CHERRY STREET, SUITE 300
 TAMPA, FLORIDA 33609

BUILDING 'C'
1ST FLOOR

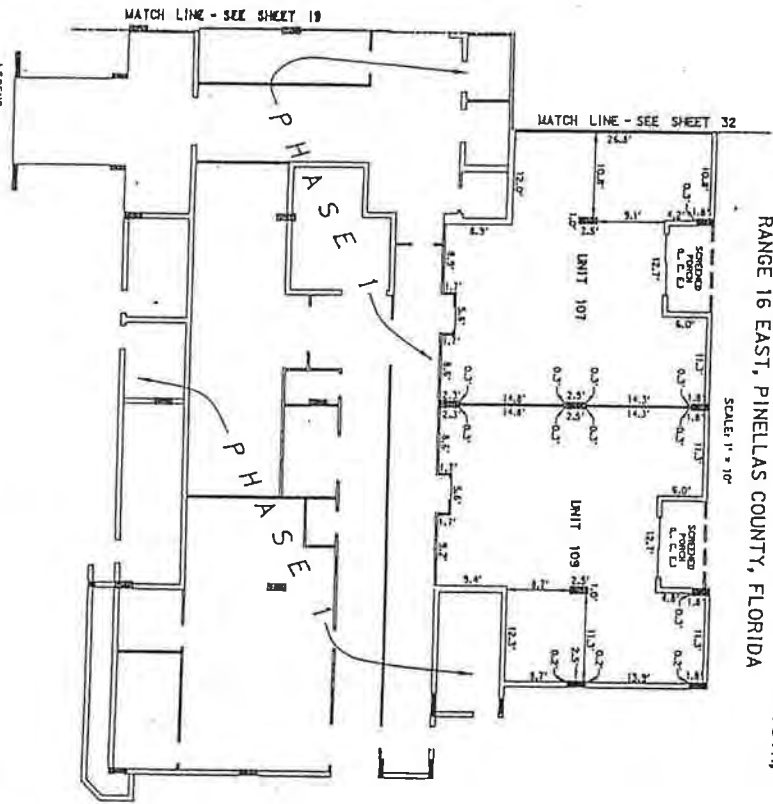
- FLOOR AND CEILING ELEVATIONS**
- | | |
|-----------|-------|
| 1st Floor | 10.00 |
| Ceiling | 10.00 |
- GENERAL NOTES**
- The dimensions and limits of the individual units are shown on the interior face of the walls. The units are based on plans and data prepared by Peter B. Smith, Inc. All measurements are in substantial compliance with these practices.
 - All boundary walls and columns shown hereon are common elements.
 - Removals to the First Floor are shown hereon and based upon plans prepared by The Martin Architectural Group, dated 9/27/93.

CRYSTAL BAY, A CONDOMINIUM

PHASE 2

A CONDOMINIUM LYING WITHIN SECTION 2, TOWNSHIP 30 SOUTH,
 RANGE 16 EAST, PINELLAS COUNTY, FLORIDA

SCALE: 1" = 10'



- LEGEND**
- C.E. DENOTES COMMON ELEMENT
 - L.C.E. DENOTES LIMITED COMMON ELEMENT
 - ☒ DENOTES COLUMN (COMMON ELEMENT)
 - ☒ DENOTES HVAC/RAISED HEATER ROOM ONE PER UNIT (2' X 2'-4" MIN.)
 - JAN. DENOTES JANITORIAL COMMON ELEMENT

FLOOR AND CEILING ELEVATIONS

1st floor	10.00
Ceiling	19.00

- GENERAL NOTES**
1. The dimensions and limits of the individual units are along on plans and field verified by James W. Erag, Architect, Inc. Field dimensions are in substantial compliance with the approved plans, except for minor deviations due to normal construction practices.
 2. All boundary walls and columns shown hereon are common elements.
 3. Reparations to the first floor, as shown hereon, are based upon plans prepared by the Martin Architectural Group, dated 5/27/53.

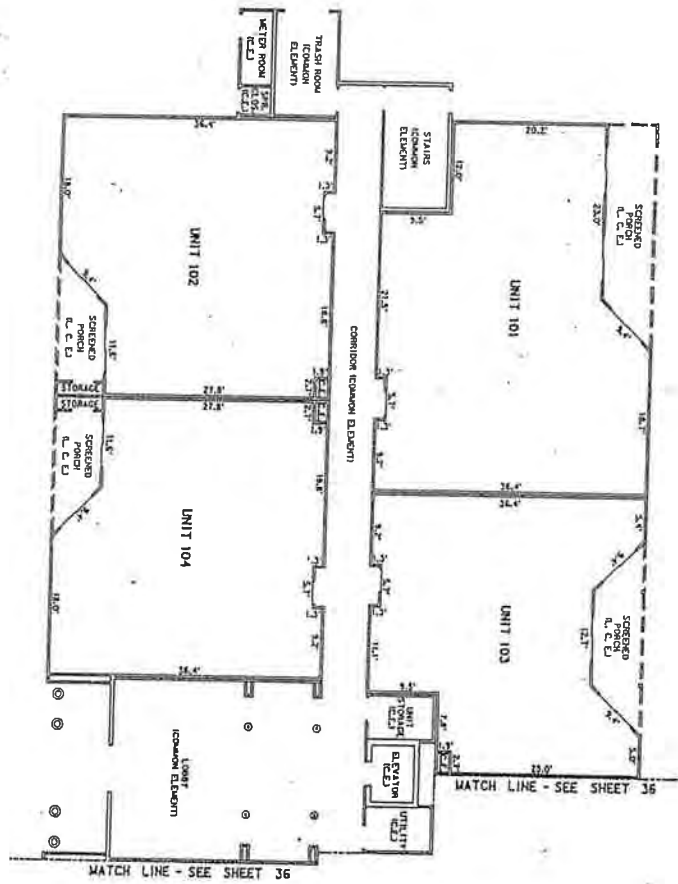
PBSJ
 PETER B. SCHNEIDER, OWNER & DESIGNER, INC.
 1500 WEST CHICKASAW STREET, SUITE 300
 TAMPA, FLORIDA 33601

CRYSTAL BAY, A CONDOMINIUM

PHASE 3

A CONDOMINIUM LYING WITHIN SECTION 2, TOWNSHIP 30 SOUTH,
RANGE 16 EAST, PINELLAS COUNTY, FLORIDA

SCALE: 1" = 10'



C.E.
L.C.E.
DENOTES COMMON ELEMENT
DENOTES LIMITED COMMON ELEMENT

LEGEND

FLOOR AND CEILING ELEVATIONS

Lower Limits 10.00
Upper Limits 10.08

BUILDING #F#
1ST FLOOR

GENERAL NOTES

1. Refer to the Declaration of Condominium for definitions of architectural boundaries.
2. Unit dimensions and graphic representations shown hereon are based upon the Architectural Plans for the Phase 3 Improvements prepared by the Martin Architectural Group dated 3/30/23.
3. Unit boundaries and exterior building walls and all structural columns are common elements.
4. Unit boundary dimensions shown hereon are subject to normal construction tolerances.

SHEET 35 OF 40

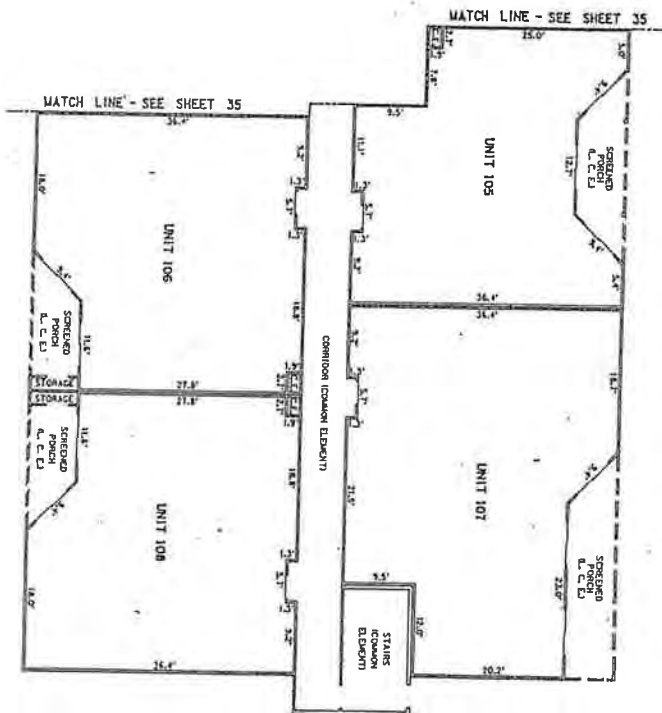
PROFESSIONAL SEAL
FRS
FRANK R. SUTHERLAND, P.E.
1300 WEST DIXIE STREET, SUITE 300
TAMPA, FLORIDA 33607

CRYSTAL BAY, A CONDOMINIUM

PHASE 3

A CONDOMINIUM LYING WITHIN SECTION 2, TOWNSHIP 30 SOUTH,
RANGE 16 EAST, PINELLAS COUNTY, FLORIDA

SCALE: 1" = 10'



C.E.
L.C.E.

LEGEND
DENOTES COMMON ELEMENT
DENOTES LIMITED COMMON ELEMENT

1915 BRUCKER ROAD, A. J. SHERMAN, INC.
DUNEDIN, FLORIDA 33500
3500 WEST CENTRAL STREET, SUITE 200
TAMPA, FLORIDA 33609

FLOOR AND CEILING ELEVATIONS
Lower Limits 10.00
Upper Limits 18.08
BUILDING #F#
1ST FLOOR

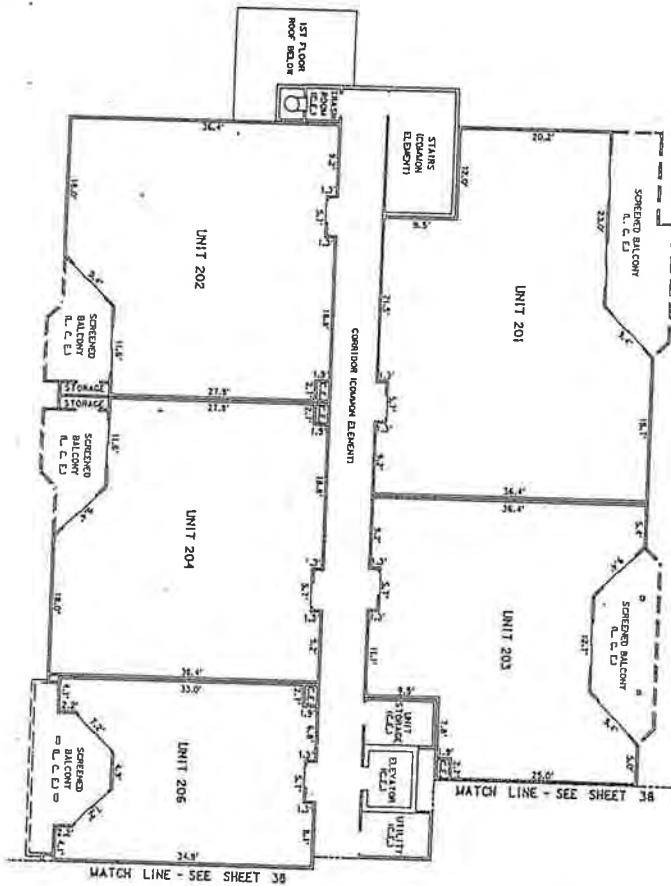
- GENERAL NOTES
1. Refer to the Declaration of Condominium for definitions of perimeter/boundary lines.
 2. Unit dimensions and graphic representations shown hereon are based upon the plans of Phase 3 Improvements prepared by The Martin Architectural Group dated 3/20/73.
 3. Unit boundaries and exterior building walls and all structural columns are common elements.
 4. Unit boundary dimensions shown hereon are subject to normal construction tolerances.

CRYSTAL BAY, A CONDOMINIUM

PHASE 3

A CONDOMINIUM LYING WITHIN SECTION 2, TOWNSHIP 30 SOUTH,
 RANGE 16 EAST, PINELLAS COUNTY, FLORIDA

SCALE: 1" = 10'



C.E.
 L.C.E.

LEGEND
 DENOTES COMMON ELEMENT
 DENOTES LIMITED COMMON ELEMENT

FLOOR AND CEILING ELEVATIONS
 Lower Limits 19.31
 Upper Limits 27.39
 BUILDING #F1
 2ND FLOOR

- GENERAL NOTES
1. Refer to the Declaration of Condominium for definitions of permitted boundary lines.
 2. Unit dimensions and graphics for separations shown hereon are based upon the Architectural Plans for Phase 3 Improvements prepared by The Martin Architectural Group dated 8/26/73.
 3. Unit boundaries and exterior building walls and all structural columns are common elements.
 4. Unit boundary dimensions shown hereon are subject to normal construction tolerances.

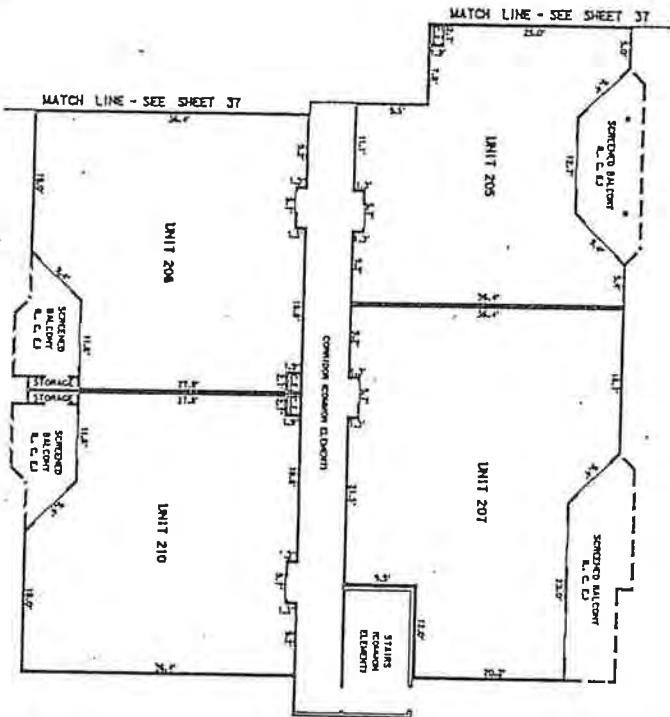
PSJ
 7511, BENTLEY, STEWART & ASSOCIATES, INC.
 ENGINEERS, PLANNERS & ARCHITECTS, INC.
 2008 15th STREET, SUITE 200
 ST. PETERSBURG, FLORIDA 33701

CRYSTAL BAY, A CONDOMINIUM

PHASE 3

A CONDOMINIUM LYING WITHIN SECTION 2, TOWNSHIP 30 SOUTH,
RANGE 16 EAST, PINELLAS COUNTY, FLORIDA

SCALE: 1" = 10'



C.L.
L.C.C.L.

LEGEND
 _____ DEMOTES COMMON ELEMENT
 _____ DEMOTES LIMITED COMMON ELEMENT

FLOOR AND CEILING ELEVATIONS

Lower Limits	19.31
Upper Limits	21.25

BUILDING #F8
2ND FLOOR

PBSJ
 P.O. BOX 1001, BOCA RATON, FLORIDA 33432
 561-991-1111
 561-991-1112
 561-991-1113
 561-991-1114
 561-991-1115
 561-991-1116
 561-991-1117
 561-991-1118
 561-991-1119
 561-991-1120
 561-991-1121
 561-991-1122
 561-991-1123
 561-991-1124
 561-991-1125
 561-991-1126
 561-991-1127
 561-991-1128
 561-991-1129
 561-991-1130
 561-991-1131
 561-991-1132
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 561-991-1134
 561-991-1135
 561-991-1136
 561-991-1137
 561-991-1138
 561-991-1139
 561-991-1140

GENERAL NOTES

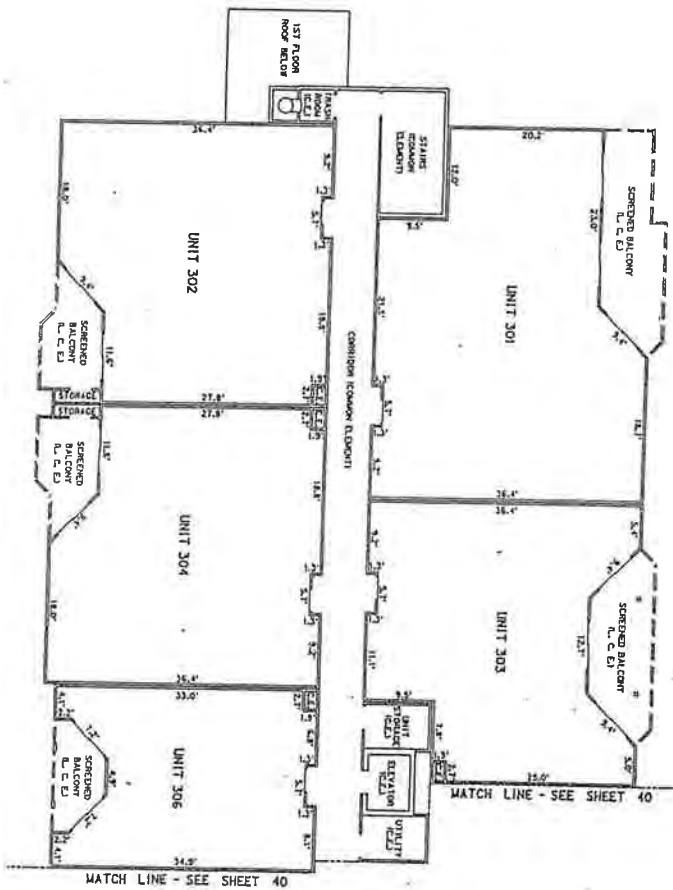
1. Refer to the Declaration of Condominium for definition of perimeter/boundary.
2. Unit dimensions and graphics representations shown hereon are based upon the Architectural Plans for the Phase 3 Condominium prepared by the Architectural Group dated 9/20/93.
3. Unit boundaries and other building walls and all structural columns are common elements.
4. Unit boundary dimensions shown hereon are subject to normal construction tolerances.

CRYSTAL BAY, A CONDOMINIUM

PHASE 3

A CONDOMINIUM LYING WITHIN SECTION 2, TOWNSHIP 30 SOUTH,
RANGE 16 EAST, PINELLAS COUNTY, FLORIDA

SCALE: 1" = 10'



LEGEND
C.E. DENOTES COMMON ELEMENT
L.C.E. DENOTES LIMITED COMMON ELEMENT

PRBS
7511 BERRY, SCHEA & ASSOCIATES, INC.
ARCHITECTS, PLANNERS & INTERIORS
5500 TAMM DRIVE, SUITE 200
TAMM, FLORIDA 34686

FLOOR AND CEILING ELEVATIONS

Lower Limits 28.57
Upper Limits 40.02

BUILDING FLOOR
3RD FLOOR

GENERAL NOTES

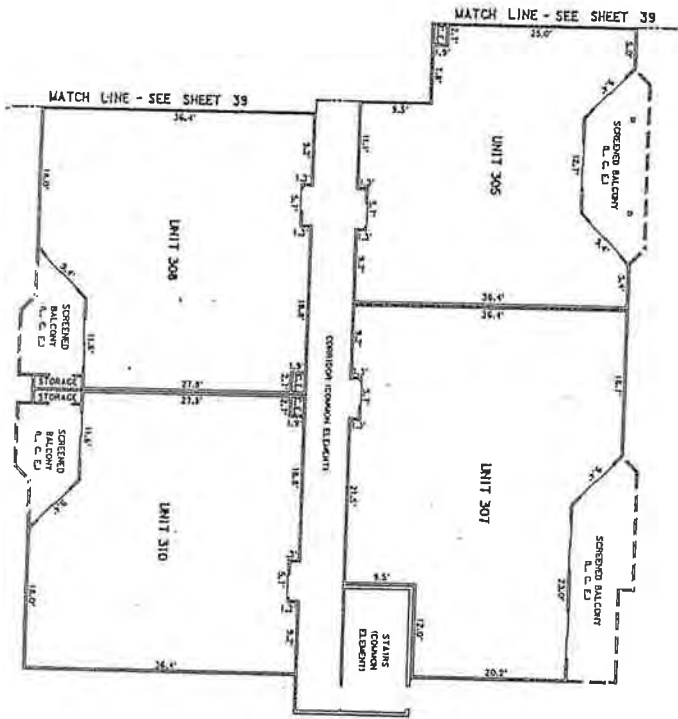
1. Refer to the Declaration of Condominium for definitions of perimeterical boundaries.
2. Unit dimensions and graphic representations shown hereon are based on the architectural plans for the Phase 3 Improvements prepared by the Architectural Group dated 9/30/73.
3. Unit boundaries and exterior building walls and all structural columns are common elements.
4. Unit boundary dimensions shown hereon are subject to normal construction tolerances.

CRYSTAL BAY, A CONDOMINIUM

PHASE 3

A CONDOMINIUM LYING WITHIN SECTION 2, TOWNSHIP 30 SOUTH,
RANGE 16 EAST, PINELLAS COUNTY, FLORIDA

SCALE 1" = 10'



C.E.
L.C.E.
LEGEND
DENOTES COMMON ELEMENT
DENOTES LIMITED COMMON ELEMENT

PRSJ
PRINCE ROBERTS, SCHEIDT & KORNBLAU, INC.
1500 WEST CHERRY STREET, SUITE 200
TAMPA, FLORIDA 33609

FLOOR AND CEILING ELEVATIONS
Lower Limits 28.57
Upper Limits 40.02
BUILDING #F1
3RD FLOOR

- GENERAL NOTES
1. Refer to the Declaration of Condominium for definitions of perimeter/boundary lines.
 2. Unit dimensions and graphic representations shown herein are based upon the architectural drawings for Phase 3 Improvements prepared by The Wolf In Architectural Group dated 12/20/23.
 3. Unit boundaries and exterior building walls and all structural columns are common elements.
 4. Unit boundary dimensions shown herein are subject to normal construction tolerances.

CERTIFICATE OF SURVEYOR

PINELLAS COUNTY FLA.
OFF. REC. BK 8693 PG 100

I, the undersigned, registered land surveyor, hereby certify pursuant to Chapter 718.104(4)(e) F.S. that the plat of Crystal Bay, a Condominium - Phase 1, as recorded in Condominium Plat Book 115, Pages 11 through 40 of the Public Records of Pinellas County, Florida is an accurate representation of the land and the location and dimensions of the improvements described and shown thereon; that the construction of Phase 1 containing units as shown therein is substantially complete; that the plat, together with the provisions of the Declaration of Condominium describing the condominium property, as recorded in O.R. Book 8683 Page 1012 of the Public Records of Pinellas County, Florida, is in sufficient detail to identify the common elements and each unit and their relative locations and approximate dimensions; and that the survey of the condominium property recorded as part of Exhibit A to the Declaration of Condominium meets the minimum technical standards established pursuant to Section 472.027, Florida Statutes, and Chapter 61G17-6, Florida Administrative Code.

POST, BUCKLEY, SCHUH & JERNIGAN, INC.

By: Henry R. Kingsbury
Henry R. Kingsbury
Registered Land Surveyor #2159

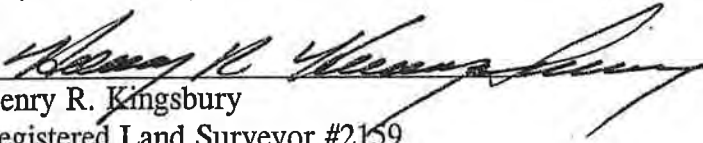


CERTIFICATE OF SURVEYOR

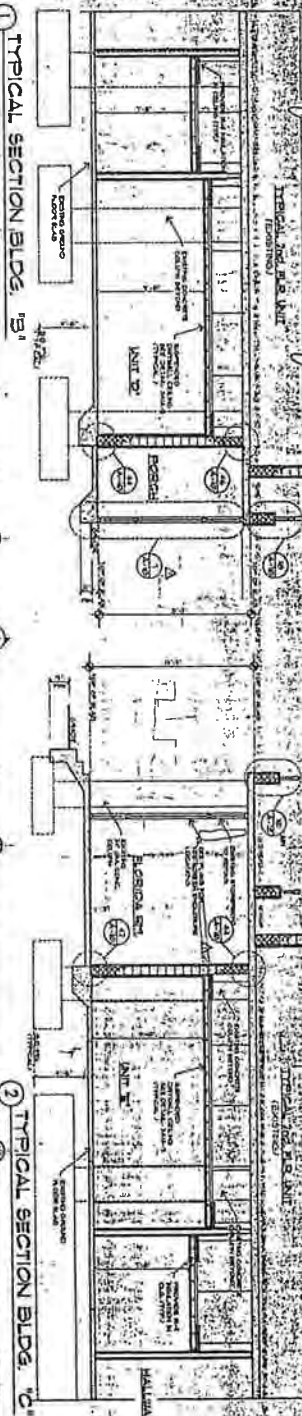
I, the undersigned, registered land surveyor, hereby certify pursuant to Chapter 718.104(4)(e) F.S. that the plat of Crystal Bay, a Condominium - Phase 2, as recorded in Condominium Plat Book 115, Pages 11 through 40, of the Public Records of Pinellas County, Florida is an accurate representation of the land and the location and dimensions of the improvements described and shown thereon; that the construction of Phase 2 containing units as shown therein is substantially complete; that the plat, together with the provisions of the Declaration of Condominium describing the condominium property, as recorded in O.R. Book 18683, Page 1612, of the Public Records of Pinellas County, Florida, is in sufficient detail to identify the common elements and each unit and their relative locations and approximate dimensions; and that the survey of the condominium property recorded as part of Exhibit A to the Declaration of Condominium meets the minimum technical standards established pursuant to Section 472.027, Florida Statutes, and Chapter 61G17-6, Florida Administrative Code.

POST, BUCKLEY, SCHUH & JERNIGAN, INC.

By:

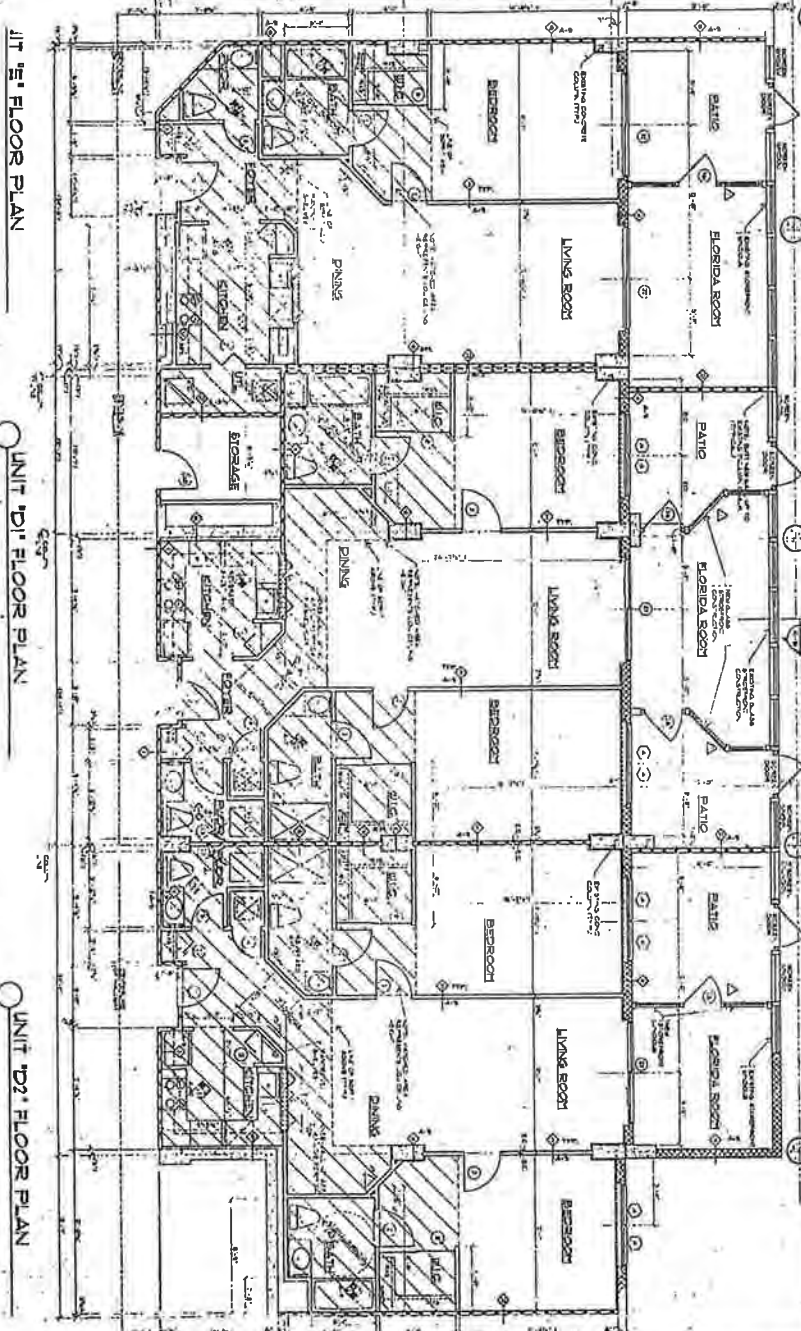

Henry R. Kingsbury

Registered Land Surveyor #2159



1 TYPICAL SECTION BLDG. 'B1'

2 TYPICAL SECTION BLDG. 'C1'



UNIT '51' FLOOR PLAN

UNIT 'D1' FLOOR PLAN

UNIT 'D2' FLOOR PLAN

NOTES:
1. ALL DIMENSIONS ARE TO FACE UNLESS NOTED OTHERWISE.
2. SEE GENERAL NOTES FOR FINISHES AND MATERIALS.
3. SEE ELECTRICAL AND MECHANICAL SCHEDULES FOR SYMBOLS AND SIZES.
4. SEE STRUCTURAL DRAWINGS FOR COLUMN AND BEAM LOCATIONS.
5. SEE FOUNDATION DRAWINGS FOR FOOTING AND PILING LOCATIONS.
6. SEE EXTERIOR FINISHES FOR PAINT AND ROOFING.
7. SEE INTERIOR FINISHES FOR FLOORING AND WALLS.
8. SEE MECHANICAL SCHEDULE FOR HVAC SYSTEMS.
9. SEE ELECTRICAL SCHEDULE FOR LIGHTING AND POWER.
10. SEE PLUMBING SCHEDULE FOR SINKS, TOILETS, AND SHOWERS.
11. SEE PAINT SCHEDULE FOR WALL AND CEILING FINISHES.
12. SEE FLOORING SCHEDULE FOR CARPET AND TILE FINISHES.
13. SEE ROOFING SCHEDULE FOR ROOF FINISHES.
14. SEE EXTERIOR FINISHES FOR PAINT AND ROOFING.
15. SEE INTERIOR FINISHES FOR FLOORING AND WALLS.

A-6	UNIT PLANS / TYPICAL SECTIONS	NO.	REVISION	DATE	BY
	CRYSTAL BAY PINELLAS COUNTY, FLORIDA WEALTH DEVELOPMENT CORP.	1	CONTRACT REVISIONS	7-18-72	JSC
		DATE	BY	DATE	BY
		1/2-1-72	JSC	08/27/72	JSC

JSC

THE MARTIN ARCHITECTURAL GROUP
ARCHITECTS AND LAND PLANNERS

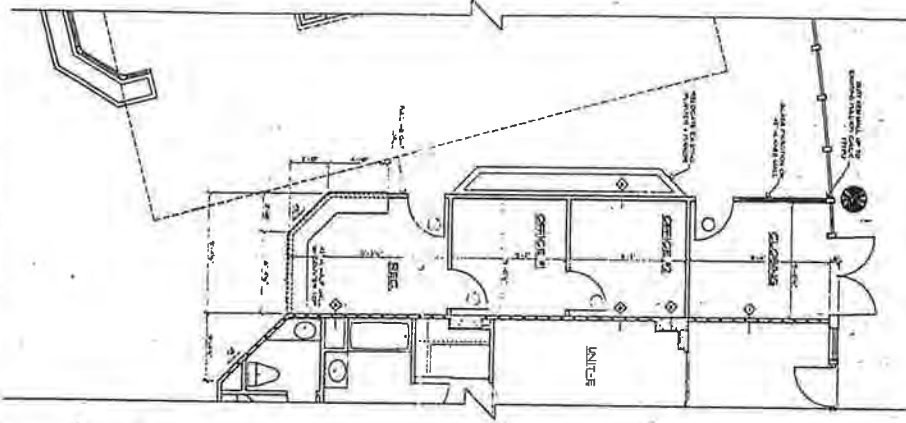
PINELLAS COUNTY FLA.
OFF. REC. BK 8693 PG 103



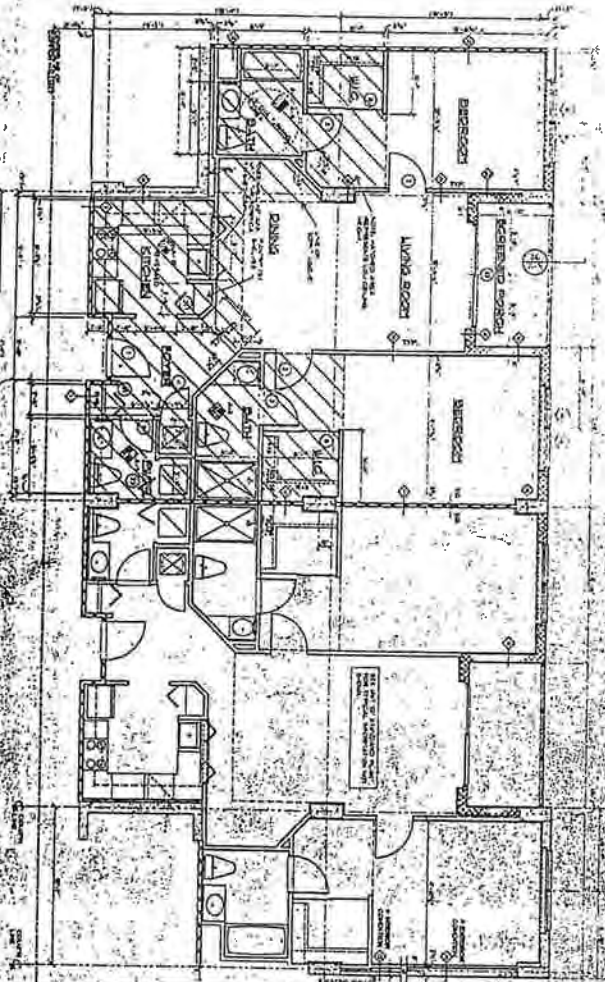
GENERAL NOTES

1. ALL WORK SHALL BE IN ACCORDANCE WITH THE LATEST EDITIONS OF THE BUILDING CODES AND REGULATIONS OF THE STATE OF FLORIDA.
2. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FROM THE APPLICABLE AGENCIES.
3. ALL MATERIALS AND WORKMANSHIP SHALL BE SUBJECT TO INSPECTION AND APPROVAL BY THE APPLICABLE AGENCIES.
4. THE CONTRACTOR SHALL MAINTAIN ACCESS TO ALL ADJACENT PROPERTIES AT ALL TIMES.
5. ALL UTILITIES SHALL BE LOCATED AND DEPTH MARKED PRIOR TO CONSTRUCTION.
6. THE CONTRACTOR SHALL BE RESPONSIBLE FOR PROTECTING ALL EXISTING UTILITIES AND STRUCTURES.
7. ALL DIMENSIONS SHALL BE TAKEN UNLESS OTHERWISE NOTED.
8. ALL FINISHES SHALL BE AS NOTED OR AS SHOWN ON THE FINISH SCHEDULE.
9. THE CONTRACTOR SHALL MAINTAIN A RECORD OF ALL CHANGES AND REVISIONS.
10. ALL WORK SHALL BE COMPLETED WITHIN THE SPECIFIED TIME FRAME.

BUILDING 'C' OFFICE SPACE

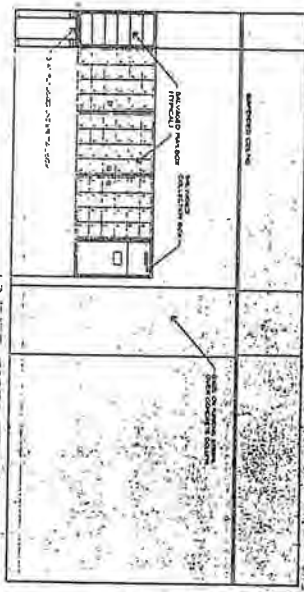


UNIT 'D' FLOOR PLAN

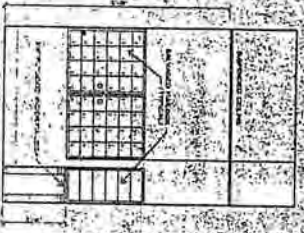


UNIT 'D' FLOOR PLAN (REVERSED)

1 MAIN ROOM ELEVATION



2 MAIN ROOM ELEVATION



UNIT PLANS & OFFICE SPACES
CRYSTAL BAY
PINELLAS COUNTY, FLORIDA
WEALTH DEVELOPMENT CORP.

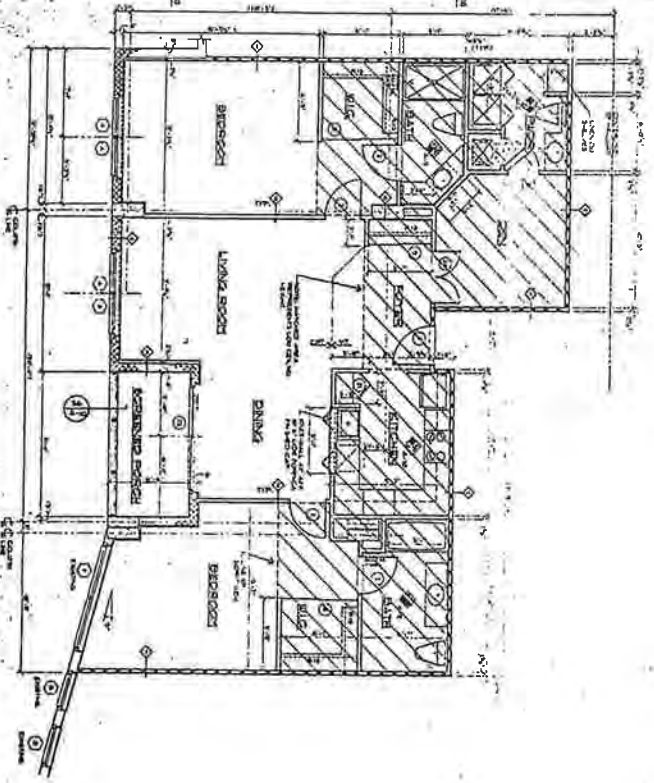
NO.	REVISION	DATE

Martin
THE MARTIN ARCHITECTURAL GROUP
ARCHITECTS AND LAND PLANNERS
341 North 58th Street - Pinellas Park, FL 33558
TEL: 727-421-1111
FAX: 727-421-1112

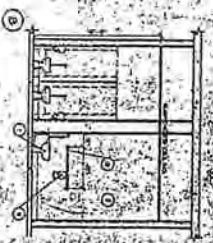
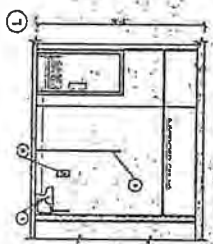
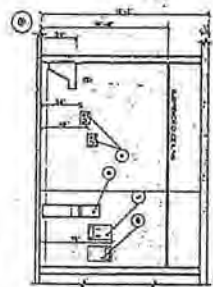
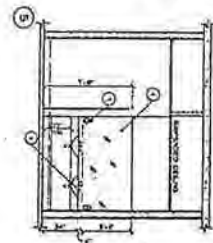
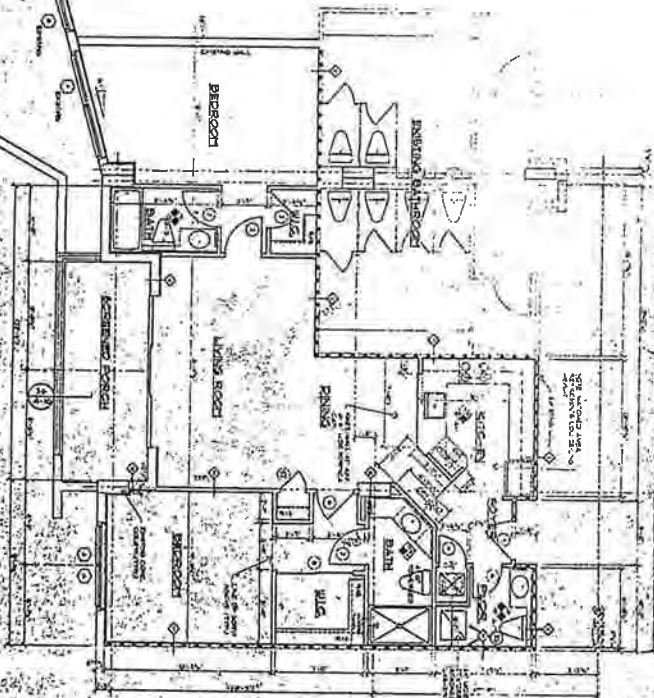
PINELLAS COUNTY FLA.
OFF. REC. BK. 8683 PG 714

PINELLAS COUNTY FLA.
OFF. REC. BK. 8693 PG 104

UNIT 'C' FLOOR PLAN



UNIT 'B' FLOOR PLAN



GENERAL UNIT NOTES
1. ALL FINISHES TO BE AS SHOWN ON THE FINISH SCHEDULE.
2. ALL WALLS TO BE 5/8" GYPSUM BOARD ON STUDS.
3. ALL FLOORS TO BE 1/2" GYPSUM BOARD ON JOISTS.
4. ALL CEILING TO BE 5/8" GYPSUM BOARD ON JOISTS.
5. ALL DOORS TO BE 1 3/4" SOLID CORE DOORS WITH 2 1/2" RISE.
6. ALL WINDOWS TO BE 2 1/2" ALUMINUM CLIMATE CONTROLLED WINDOWS.
7. ALL BATHS TO BE 6' x 6' WITH 1/2" GYPSUM BOARD ON WALLS AND CEILING.
8. ALL KITCHENS TO BE 10' x 10' WITH 1/2" GYPSUM BOARD ON WALLS AND CEILING.
9. ALL LIVING AREAS TO BE 12' x 12' WITH 1/2" GYPSUM BOARD ON WALLS AND CEILING.
10. ALL BEDROOMS TO BE 12' x 12' WITH 1/2" GYPSUM BOARD ON WALLS AND CEILING.
11. ALL BALCONIES TO BE 6' x 6' WITH 1/2" GYPSUM BOARD ON WALLS AND CEILING.
12. ALL EXTERIOR WALLS TO BE 8" CMU WITH 1/2" GYPSUM BOARD ON INTERIOR AND EXTERIOR.
13. ALL EXTERIOR FLOORS TO BE 4" CONCRETE ON GRADE.
14. ALL EXTERIOR ROOFS TO BE 4" CONCRETE ON GRADE.
15. ALL EXTERIOR WALLS TO BE 8" CMU WITH 1/2" GYPSUM BOARD ON INTERIOR AND EXTERIOR.
16. ALL EXTERIOR ROOFS TO BE 4" CONCRETE ON GRADE.
17. ALL EXTERIOR WALLS TO BE 8" CMU WITH 1/2" GYPSUM BOARD ON INTERIOR AND EXTERIOR.
18. ALL EXTERIOR ROOFS TO BE 4" CONCRETE ON GRADE.

UNIT PLANS / PUBLIC BATH ELEV.
CRYSTAL BAY
PINELLAS COUNTY, FLORIDA
WEALTH DEVELOPMENT CORP.

NO.	REVISION	DATE

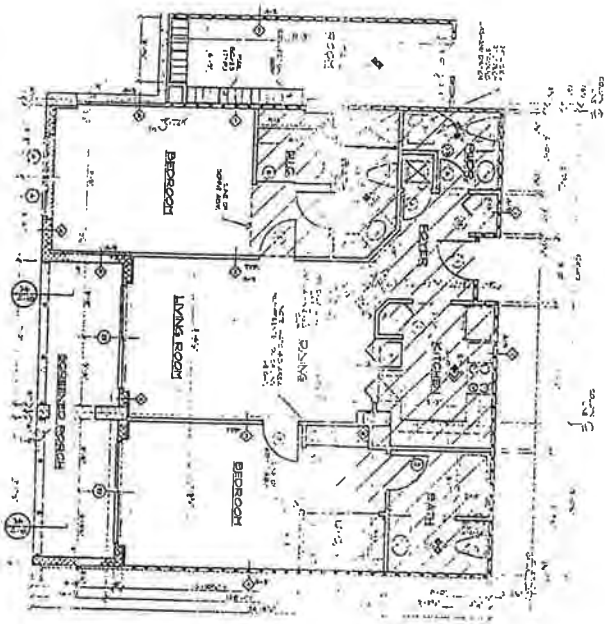
DATE: 08/27/95
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DRAWN BY: JAM

J. Martin

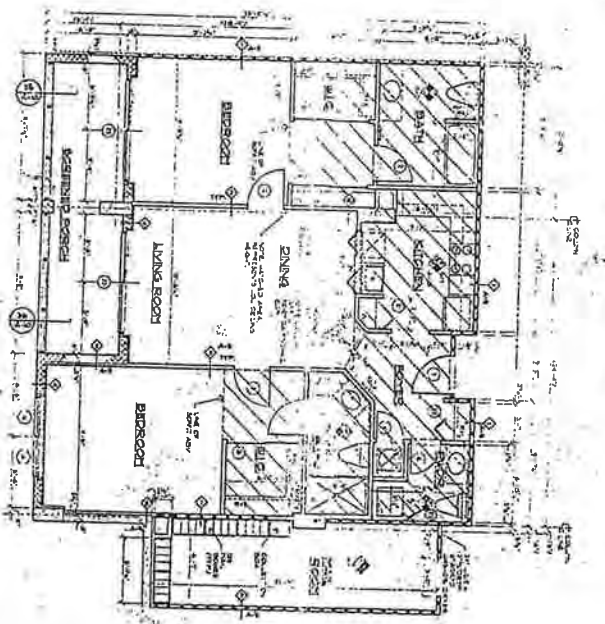
THE MARTIN ARCHITECTURAL GROUP
200 South East Street, Pinellas Park, FL 33559
ARCHITECTS AND LAND PLANNERS

NO.	DATE	REVISION

UNIT 'A'



UNIT 'A1'



GENERAL UNIT NOTES

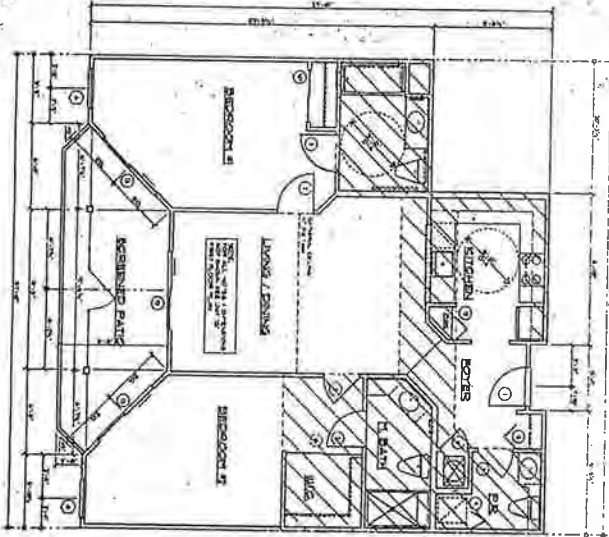
- 1. ALL DIMENSIONS ARE TO FACE UNLESS OTHERWISE NOTED.
- 2. FINISHES ARE AS SHOWN ON THE FINISH SCHEDULE.
- 3. ALL UTILITIES ARE TO BE INSTALLED IN ACCORDANCE WITH THE PINELLAS COUNTY CODES.
- 4. ALL UTILITIES ARE TO BE INSTALLED IN ACCORDANCE WITH THE PINELLAS COUNTY CODES.
- 5. ALL UTILITIES ARE TO BE INSTALLED IN ACCORDANCE WITH THE PINELLAS COUNTY CODES.
- 6. ALL UTILITIES ARE TO BE INSTALLED IN ACCORDANCE WITH THE PINELLAS COUNTY CODES.
- 7. ALL UTILITIES ARE TO BE INSTALLED IN ACCORDANCE WITH THE PINELLAS COUNTY CODES.
- 8. ALL UTILITIES ARE TO BE INSTALLED IN ACCORDANCE WITH THE PINELLAS COUNTY CODES.
- 9. ALL UTILITIES ARE TO BE INSTALLED IN ACCORDANCE WITH THE PINELLAS COUNTY CODES.
- 10. ALL UTILITIES ARE TO BE INSTALLED IN ACCORDANCE WITH THE PINELLAS COUNTY CODES.

UNIT PLANS
CRYSTAL BAY
PINELLAS COUNTY, FLORIDA
WEALTH DEVELOPMENT CORP.

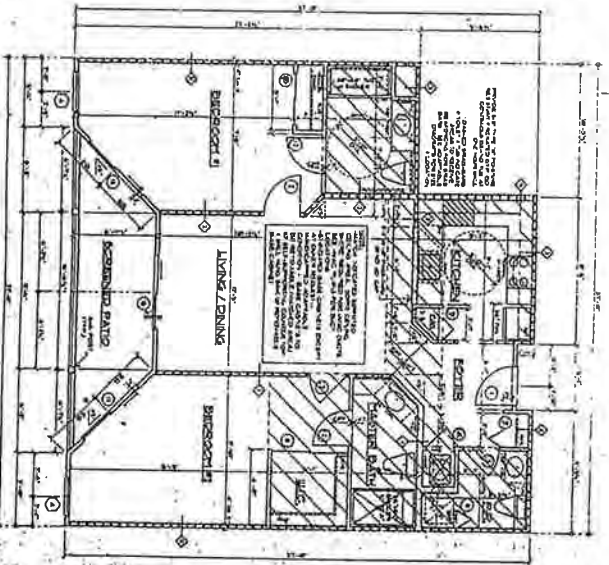
NO.	REV.	DATE	DESCRIPTION

THE MARTIN ARCHITECTURAL GROUP
ARCHITECTS AND LAND PLANNERS
1401 13th Street, Pinellas Park, FL 33558
TEL: (813) 881-1111
FAX: (813) 881-1112

SECOND & THIRD LEVEL PLAN
HANDICAPPED ADAPTIBLE



FIRST LEVEL PLAN
HANDICAPPED ADAPTIBLE



DOOR SCHEDULE

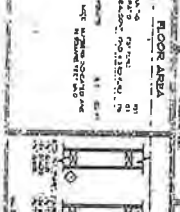
NO.	DESCRIPTION	TYPE	SWING
1	BRIDGEWORK I	SW	INT
2	BRIDGEWORK II	SW	INT
3	BRIDGEWORK III	SW	INT
4	LIVING / DINING	SW	INT
5	KITCHEN	SW	INT
6	BATH	SW	INT
7	HALL	SW	INT
8	EXTERIOR	SW	EXT
9	EXTERIOR	SW	EXT
10	EXTERIOR	SW	EXT

WINDOW SCHEDULE

NO.	DESCRIPTION	TYPE	SWING
1	BRIDGEWORK I	SW	INT
2	BRIDGEWORK II	SW	INT
3	BRIDGEWORK III	SW	INT
4	LIVING / DINING	SW	INT
5	KITCHEN	SW	INT
6	BATH	SW	INT
7	HALL	SW	INT
8	EXTERIOR	SW	EXT
9	EXTERIOR	SW	EXT
10	EXTERIOR	SW	EXT

ROOM FINISH SCHEDULE

NO.	DESCRIPTION	TYPE	SWING
1	BRIDGEWORK I	SW	INT
2	BRIDGEWORK II	SW	INT
3	BRIDGEWORK III	SW	INT
4	LIVING / DINING	SW	INT
5	KITCHEN	SW	INT
6	BATH	SW	INT
7	HALL	SW	INT
8	EXTERIOR	SW	EXT
9	EXTERIOR	SW	EXT
10	EXTERIOR	SW	EXT



INTERIOR PARTITION TYPES

NO.	DESCRIPTION	TYPE	SWING
1	BRIDGEWORK I	SW	INT
2	BRIDGEWORK II	SW	INT
3	BRIDGEWORK III	SW	INT
4	LIVING / DINING	SW	INT
5	KITCHEN	SW	INT
6	BATH	SW	INT
7	HALL	SW	INT
8	EXTERIOR	SW	EXT
9	EXTERIOR	SW	EXT
10	EXTERIOR	SW	EXT

BUILDING PERMIT
17-G

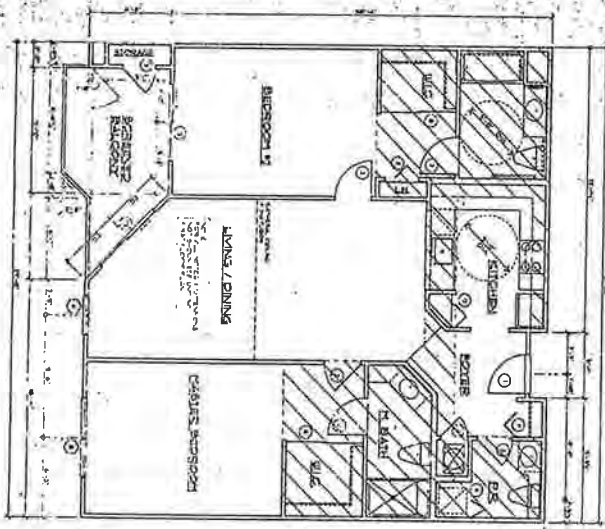
A-2

UNIT-G FLOOR PLANS
CRYSTAL BAY - BUILDING T
PINELLAS COUNTY, FLORIDA
WEALTH DEVELOPMENT CORP

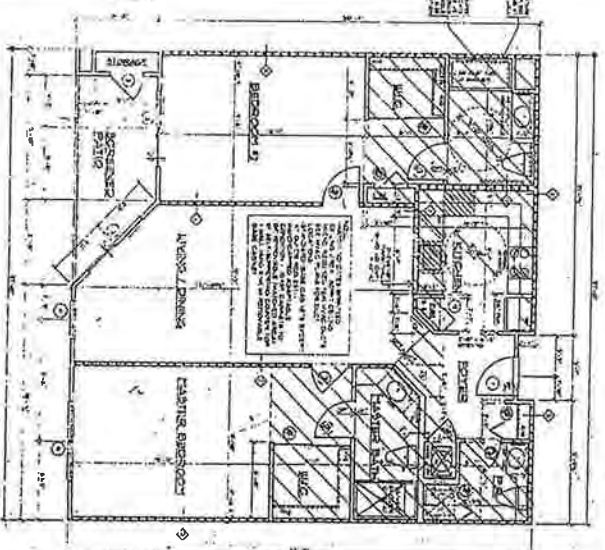
NO.	REVISION	DATE

THE MARTIN ARCHITECTURAL GROUP
ARCHITECTS AND LAND PLANNERS

SECOND & THIRD LEVEL PLAN
MANUFACTURED ADAPTABLE



FIRST LEVEL PLAN
MANUFACTURED ADAPTABLE



ROOM SCHEDULE

NO.	ROOM	FINISH	AREA	REMARKS
1	BEDROOM 1	PAINT	100	
2	BEDROOM 2	PAINT	100	
3	LIVING / DINING	PAINT	150	
4	KITCHEN	PAINT	100	
5	BATH	PAINT	50	
6	HALL	PAINT	50	
7	CLOSET	PAINT	20	
8	STAIRS	PAINT	50	
9	ENTRY	PAINT	50	
10	POOR	PAINT	50	
11	REAR PORCH	PAINT	100	
12	FRONT PORCH	PAINT	100	

ROOM FINISH SCHEDULE

NO.	ROOM	FINISH	AREA	REMARKS
1	BEDROOM 1	PAINT	100	
2	BEDROOM 2	PAINT	100	
3	LIVING / DINING	PAINT	150	
4	KITCHEN	PAINT	100	
5	BATH	PAINT	50	
6	HALL	PAINT	50	
7	CLOSET	PAINT	20	
8	STAIRS	PAINT	50	
9	ENTRY	PAINT	50	
10	POOR	PAINT	50	
11	REAR PORCH	PAINT	100	
12	FRONT PORCH	PAINT	100	

FLOOR AREA

NO.	ROOM	AREA	REMARKS
1	BEDROOM 1	100	
2	BEDROOM 2	100	
3	LIVING / DINING	150	
4	KITCHEN	100	
5	BATH	50	
6	HALL	50	
7	CLOSET	20	
8	STAIRS	50	
9	ENTRY	50	
10	POOR	50	
11	REAR PORCH	100	
12	FRONT PORCH	100	

INTERIOR PARTITION TYPES

NO.	DESCRIPTION	AREA	REMARKS
1	1/2" GYPSUM BOARD	1000	
2	5/8" GYPSUM BOARD	500	
3	1/2" GYPSUM BOARD	200	
4	5/8" GYPSUM BOARD	100	
5	1/2" GYPSUM BOARD	50	
6	5/8" GYPSUM BOARD	20	
7	1/2" GYPSUM BOARD	10	
8	5/8" GYPSUM BOARD	5	

GENERAL NOTES

1. All partitions are to be constructed in accordance with the manufacturer's instructions.
2. All partitions are to be finished with 1/2" gypsum board on both sides.
3. All partitions are to be finished with paint.
4. All partitions are to be finished with 1/2" gypsum board on both sides.
5. All partitions are to be finished with paint.
6. All partitions are to be finished with 1/2" gypsum board on both sides.
7. All partitions are to be finished with paint.
8. All partitions are to be finished with 1/2" gypsum board on both sides.
9. All partitions are to be finished with paint.
10. All partitions are to be finished with 1/2" gypsum board on both sides.
11. All partitions are to be finished with paint.
12. All partitions are to be finished with 1/2" gypsum board on both sides.
13. All partitions are to be finished with paint.
14. All partitions are to be finished with 1/2" gypsum board on both sides.
15. All partitions are to be finished with paint.

UNIT-H FLOOR PLANS
CRYSTAL BAY - BUILDING T
PINELLAS COUNTY, FLORIDA
WEALTH DEVELOPMENT CO.

THE MARTIN ARCHITECTURAL GROUP
ARCHITECTS AND LAND PLANNERS

A-3
PHASE III FLOOR PLANS

A portion of Section 2, Township 30 South, Range 16 East, Pinellas County, Florida, being more particularly described as follows:

Commencing at the Southwest corner of the North 1/2 of the Southeast 1/4 of said Section 2, said Southwest corner being on the Southerly right-of-way line of FEATHER SOUND DRIVE as shown on the plat of FEATHER SOUND, recorded in Plat Book 72, Pages 76 through 78, Public Records of Pinellas County, Florida; thence N. 05°03'32" E., 2956.95 feet to the Northeast corner of Lot 14, and the Southeast corner of said FEATHER SOUND DRIVE, FEATHER SOUND - CUSTOM HOME SITE UNIT III, recorded in Plat Book 73, Pages 12 and 13, Public Records of Pinellas County, Florida; thence N. 13°40'15" E., 60.00 feet along the East boundary of said FEATHER SOUND - CUSTOM HOME SITE UNIT III, and said FEATHER SOUND DRIVE to the Northwest corner of FEATHER SOUND DRIVE, recorded in Plat Book 73, Page 91, Public Records of Pinellas County, Florida; thence along the North boundary of said FEATHER SOUND DRIVE, the following courses and curves: S. 76°19'45" E., 150.96 feet to the beginning of a tangent curve concave North having a radius of 320.00 feet; thence EASTERLY, 135.67 feet along said curve through a central angle of 24°17'29" to the beginning of a tangent reverse curve concave South having a radius of 380.00 feet; thence EASTERLY, 161.11 feet along said curve through a central angle of 24°17'29"; thence tangent to said curve, S. 76°19'45" E., 490.06 feet to the beginning of a tangent curve concave North having a radius of 1970.00 feet; thence EASTERLY, 85.08 feet along said curve through a central angle of 02°28'28"; thence leaving said North boundary, NORTH, 251.22 feet; thence EAST, 140.00 feet to the "TRUE POINT OF BEGINNING"; thence EAST, 185.00 feet; thence SOUTH, 200.00 feet; thence WEST, 185.00 feet; thence NORTH, 200.00 feet to the "TRUE POINT OF BEGINNING".

Containing 0.85 acres more or less

EXHIBIT B
TO DECLARATION

J.N. R180
(dlh)
2/17/82
Rev. 3/4/82, per Laslo Horvat

Model	SQ.FT. Unit	PRO RATA SHARE	PHS II PRO RATA SHARE	HS III PRO RATA SHARE
1 WATERFORD	1,090 C205	0.63310%	0.5805%	0.4950%
2 STEUBEN	774 C609	0.44960%	0.4122%	0.3515%
3 STEUBEN	774 B406	0.44960%	0.4122%	0.3515%
4 TIFFANY	1,099 B201	0.63830%	0.5853%	0.4991%
5 STEUBEN	774 A210	0.44960%	0.4122%	0.3515%
6 WATERFORD	1,090 A603	0.63310%	0.5805%	0.4950%
7 TIFFANY	1,099 A807	0.63830%	0.5853%	0.4991%
8 DALTON	696 A708	0.40378%	0.3707%	0.3161%
9 STEUBEN	774 A502	0.44960%	0.4122%	0.3515%
10 STEUBEN	774 A202	0.44960%	0.4122%	0.3515%
11 DALTON	696 B608	0.40378%	0.3707%	0.3161%
12 TIFFANY	1,099 B601	0.63830%	0.5853%	0.4991%
13 TIFFANY	1,099 C507	0.63830%	0.5853%	0.4991%
14 STEUBEN	774 C206	0.44960%	0.4122%	0.3515%
15 STEUBEN	774 B209	0.44960%	0.4122%	0.3515%
16 TIFFANY	1,099 B401	0.63830%	0.5853%	0.4991%
17 STEUBEN	774 A211	0.44960%	0.4122%	0.3515%
18 STEUBEN	774 A511	0.44960%	0.4122%	0.3515%
19 TIFFANY	1,099 B307	0.63830%	0.5853%	0.4991%
20 STEUBEN	774 B309	0.44960%	0.4122%	0.3515%
21 WATERFORD	1,090 C303	0.63310%	0.5805%	0.4950%
22 STEUBEN	774 C509	0.44960%	0.4122%	0.3515%
23 STEUBEN	774 B306	0.44960%	0.4122%	0.3515%
24 TIFFANY	1,099 B301	0.63830%	0.5853%	0.4991%
25 TIFFANY	1,099 C601	0.63830%	0.5853%	0.4991%
26 DALTON	696 C608	0.40378%	0.3707%	0.3161%
27 TIFFANY	1,099 C207	0.63830%	0.5853%	0.4991%
28 STEUBEN	774 C410	0.44960%	0.4122%	0.3515%
29 STEUBEN	774 C204	0.44960%	0.4122%	0.3515%
30 TIFFANY	1,099 C501	0.63830%	0.5853%	0.4991%
31 STEUBEN	774 A404	0.44960%	0.4122%	0.3515%
32 TIFFANY	1,099 A201	0.63830%	0.5853%	0.4991%
33 STEUBEN	774 C309	0.44960%	0.4122%	0.3515%
34 TIFFANY	1,099 C301	0.63830%	0.5853%	0.4991%
35 TIFFANY	1,099 A801	0.63830%	0.5853%	0.4991%
36 DALTON	696 A608	0.40378%	0.3707%	0.3161%
37 DALTON	696 C308	0.40378%	0.3707%	0.3161%
38 TIFFANY	1,099 C707	0.63830%	0.5853%	0.4991%
39 STEUBEN	774 C404	0.44960%	0.4122%	0.3515%
40 WATERFORD	1,090 C503	0.63310%	0.5805%	0.4950%
41 STEUBEN	774 C510	0.44960%	0.4122%	0.3515%
42 WATERFORD	1,090 C305	0.63310%	0.5805%	0.4950%
43 STEUBEN	774 A304	0.44960%	0.4122%	0.3515%
44 TIFFANY	1,099 A301	0.63830%	0.5853%	0.4991%
45 STEUBEN	774 A302	0.44960%	0.4122%	0.3515%
46 STEUBEN	774 A708	0.44960%	0.4122%	0.3515%
47 STEUBEN	774 C406	0.44960%	0.4122%	0.3515%
48 WATERFORD	1,090 C505	0.63310%	0.5805%	0.4950%
49 STEUBEN	774 C209	0.44960%	0.4122%	0.3515%
50 TIFFANY	1,099 C401	0.63830%	0.5853%	0.4991%
51 STEUBEN	774 B708	0.44960%	0.4122%	0.3515%
52 STEUBEN	774 B302	0.44960%	0.4122%	0.3515%
53 STEUBEN	774 B506	0.44960%	0.4122%	0.3515%
54 WATERFORD	1,090 B303	0.63310%	0.5805%	0.4950%
55 STEUBEN	774 C202	0.44960%	0.4122%	0.3515%
56 STEUBEN	774 A506	0.44960%	0.4122%	0.3515%
57 STEUBEN	774 C502	0.44960%	0.4122%	0.3515%
58 TIFFANY	1,099 A107	0.63830%	0.5853%	0.4991%
59 STEUBEN	774 B409	0.44960%	0.4122%	0.3515%
60 TIFFANY	1,099 B207	0.63830%	0.5853%	0.4991%
61 STEUBEN	774 B310	0.44960%	0.4122%	0.3515%
62 WATERFORD	1,090 B503	0.63310%	0.5805%	0.4950%
63 STEUBEN	774 A311	0.44960%	0.4122%	0.3515%
64 STEUBEN	774 A709	0.44960%	0.4122%	0.3515%
65 STEUBEN	774 A306	0.44960%	0.4122%	0.3515%
66 TIFFANY	1,099 A307	0.63830%	0.5853%	0.4991%
67 STEUBEN	774 B304	0.44960%	0.4122%	0.3515%
68 WATERFORD	1,090 B605	0.63310%	0.5805%	0.4950%

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Model	SQ.FT. Unit	PRO RATA SHARE	PHS II PRO RATA SHARE	PHS III PRO RATA SHARE
69 DALTON	696 C508	0.40378%	0.3707%	0.3161%
70 WATERFORD	1,090 C705	0.63310%	0.5805%	0.4950%
71 TIFFANY	1,099 C701	0.63830%	0.5853%	0.4991%
72 DALTON	696 C208	0.40378%	0.3707%	0.3161%
73 STEUBEN	774 B709	0.44960%	0.4122%	0.3515%
74 STEUBEN	774 B311	0.44960%	0.4122%	0.3515%
75 STEUBEN	774 C210	0.44960%	0.4122%	0.3515%
76 TIFFANY	1,099 C407	0.63830%	0.5853%	0.4991%
77 STEUBEN	774 C504	0.44960%	0.4122%	0.3515%
78 WATERFORD	1,090 C403	0.63310%	0.5805%	0.4950%
79 STEUBEN	774 A309	0.44960%	0.4122%	0.3515%
80 WATERFORD	1,090 A503	0.63310%	0.5805%	0.4950%
81 STEUBEN	774 C402	0.44960%	0.4122%	0.3515%
82 STEUBEN	774 C504	0.44960%	0.4122%	0.3515%
83 DALTON	696 E102	0.40378%	0.3707%	0.3161%
84 TIFFANY	1,099 A501	0.63830%	0.5853%	0.4991%
85 TIFFANY	1,099 B707	0.63830%	0.5853%	0.4991%
86 DALTON	696 B308	0.40378%	0.3707%	0.3161%
87 TIFFANY	1,099 B501	0.63830%	0.5853%	0.4991%
88 STEUBEN	774 B204	0.44960%	0.4122%	0.3515%
89 TIFFANY	1,099 A101	0.63830%	0.5853%	0.4991%
90 STEUBEN	774 A504	0.44960%	0.4122%	0.3515%
91 WATERFORD	1,090 A303	0.63310%	0.5805%	0.4950%
92 STEUBEN	774 A509	0.44960%	0.4122%	0.3515%
93 WATERFORD	1,090 A605	0.63310%	0.5805%	0.4950%
94 STEUBEN	774 A104	0.44960%	0.4122%	0.3515%
95 STEUBEN	774 B511	0.44960%	0.4122%	0.3515%
96 STEUBEN	774 B211	0.44960%	0.4122%	0.3515%
97 STEUBEN	774 B509	0.44960%	0.4122%	0.3515%
98 WATERFORD	1,090 B305	0.63310%	0.5805%	0.4950%
99 DALTON	696 A508	0.40378%	0.3707%	0.3161%
100 WATERFORD	1,090 A705	0.63310%	0.5805%	0.4950%
101 STEUBEN	774 C306	0.44960%	0.4122%	0.3515%
102 WATERFORD	1,090 C605	0.63310%	0.5805%	0.4950%
103 DALTON	696 C408	0.40378%	0.3707%	0.3161%
104 WATERFORD	1,090 C703	0.63310%	0.5805%	0.4950%
105 STEUBEN	774 A510	0.44960%	0.4122%	0.3515%
106 WATERFORD	1,090 A305	0.63310%	0.5805%	0.4950%
107 WATERFORD	1,090 A203	0.63310%	0.5805%	0.4950%
108 STEUBEN	774 A606	0.44960%	0.4122%	0.3515%
109 WATERFORD	1,090 C603	0.63310%	0.5805%	0.4950%
110 STEUBEN	774 C304	0.44960%	0.4122%	0.3515%
111 STEUBEN	774 E201	0.44960%	0.4122%	0.3515%
112 STEUBEN	774 E101	0.44960%	0.4122%	0.3515%
113 WATERFORD	1,090 C405	0.63310%	0.5805%	0.4950%
114 STEUBEN	774 C506	0.44960%	0.4122%	0.3515%
115 STEUBEN	774 C311	0.44960%	0.4122%	0.3515%
116 DALTON	696 E202	0.40378%	0.3707%	0.3161%
117 TIFFANY	1,099 B701	0.63830%	0.5853%	0.4991%
118 STEUBEN	774 C810	0.44960%	0.4122%	0.3515%
119 DALTON	696 B208	0.40378%	0.3707%	0.3161%
120 STEUBEN	774 C411	0.44960%	0.4122%	0.3515%
121 WATERFORD	1,090 B603	0.63310%	0.5805%	0.4950%
122 STEUBEN	774 A106	0.44960%	0.4122%	0.3515%
123 STEUBEN	774 B804	0.44960%	0.4122%	0.3515%
124 STEUBEN	774 B402	0.44960%	0.4122%	0.3515%
125 STEUBEN	774 A609	0.44960%	0.4122%	0.3515%
126 WATERFORD	1,090 A205	0.63310%	0.5805%	0.4950%
127 DALTON	696 A308	0.40378%	0.3707%	0.3161%
128 TIFFANY	1,099 A707	0.63830%	0.5853%	0.4991%
129 WATERFORD	1,090 A703	0.63310%	0.5805%	0.4950%
130 DALTON	696 A408	0.40378%	0.3707%	0.3161%
131 DALTON	696 B408	0.40378%	0.3707%	0.3161%
132 WATERFORD	1,090 B703	0.63310%	0.5805%	0.4950%
133 STEUBEN	774 A409	0.44960%	0.4122%	0.3515%
134 WATERFORD	1,090 A403	0.63310%	0.5805%	0.4950%
135 STEUBEN	774 A209	0.44960%	0.4122%	0.3515%
136 TIFFANY	1,099 A407	0.63830%	0.5853%	0.4991%
137 DALTON	696 B508	0.40378%	0.3707%	0.3161%

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Model	SQ.FT. Unit	PRO RATA SHARE	PHS II PRO RATA SHARE	PHS III PRO RATA SHARE
138 WATERFORD	1,090 B705	0.63310%	0.5805%	0.4950%
139 STEUBEN	774 A410	0.44960%	0.4122%	0.3515%
140 WATERFORD	1,090 A405	0.63310%	0.5805%	0.4950%
141 WATERFORD	1,090 C203	0.63310%	0.5805%	0.4950%
142 STEUBEN	774 C806	0.44960%	0.4122%	0.3515%
143 STEUBEN	774 A102	0.44960%	0.4122%	0.3515%
144 WATERFORD	1,090 A105	0.63310%	0.5805%	0.4950%
145 STEUBEN	774 C302	0.44960%	0.4122%	0.3515%
146 STEUBEN	774 C706	0.44960%	0.4122%	0.3515%
147 TIFFANY	1,099 A401	0.63830%	0.5853%	0.4991%
148 STEUBEN	774 A206	0.44960%	0.4122%	0.3515%
149 STEUBEN	774 B502	0.44960%	0.4122%	0.3515%
150 STEUBEN	774 B202	0.44960%	0.4122%	0.3515%
151 WATERFORD	1,090 B205	0.63310%	0.5805%	0.4950%
152 STEUBEN	774 B606	0.44960%	0.4122%	0.3515%
153 TIFFANY	1,099 A507	0.63830%	0.5853%	0.4991%
154 STEUBEN	774 A204	0.44960%	0.4122%	0.3515%
155 TIFFANY	1,099 C201	0.63830%	0.5853%	0.4991%
156 STEUBEN	774 C409	0.44960%	0.4122%	0.3515%
157 STEUBEN	774 A402	0.44960%	0.4122%	0.3515%
158 STEUBEN	774 B610	0.44960%	0.4122%	0.3515%
159 STEUBEN	774 C709	0.44960%	0.4122%	0.3515%
160 STEUBEN	774 A604	0.44960%	0.4122%	0.3515%
161 STEUBEN	774 C211	0.44960%	0.4122%	0.3515%
162 STEUBEN	774 B411	0.44960%	0.4122%	0.3515%
163 STEUBEN	774 A411	0.44960%	0.4122%	0.3515%
164 STEUBEN	774 A610	0.44960%	0.4122%	0.3515%
165 STEUBEN	774 B510	0.44960%	0.4122%	0.3515%
166 WATERFORD	1,090 B203	0.63310%	0.5805%	0.4950%
167 WATERFORD	1,090 A505	0.63310%	0.5805%	0.4950%
168 STEUBEN	774 A310	0.44960%	0.4122%	0.3515%
169 STEUBEN	774 B206	0.44960%	0.4122%	0.3515%
170 TIFFANY	1,099 B507	0.63830%	0.5853%	0.4991%
171 TIFFANY	1,099 A207	0.63830%	0.5853%	0.4991%
172 STEUBEN	774 A406	0.44960%	0.4122%	0.3515%
173 DALTON	696 C708	0.40378%	0.3707%	0.3161%
174 TIFFANY	1,099 C607	0.63830%	0.5853%	0.4991%
175 WATERFORD	1,090 B403	0.63310%	0.5805%	0.4950%
176 STEUBEN	774 B410	0.44960%	0.4122%	0.3515%
177 STEUBEN	774 E103	0.44960%	0.4122%	0.3515%
178 STEUBEN	774 E203	0.44960%	0.4122%	0.3515%
179 WATERFORD	1,090 A103	0.63310%	0.5805%	0.4950%
180 STEUBEN	774 B809	0.44960%	0.4122%	0.3515%
181 WATERFORD	1,090 B405	0.63310%	0.5805%	0.4950%
182 STEUBEN	774 B504	0.44960%	0.4122%	0.3515%
183 STEUBEN	774 B210	0.44960%	0.4122%	0.3515%
184 TIFFANY	1,099 B407	0.63830%	0.5853%	0.4991%
185 TIFFANY	1,099 B607	0.63830%	0.5853%	0.4991%
186 DALTON	696 B708	0.40378%	0.3707%	0.3161%
187 TIFFANY	1,099 C307	0.63830%	0.5853%	0.4991%
188 STEUBEN	774 C310	0.44960%	0.4122%	0.3515%
189 TIFFANY	1,099 A701	0.63830%	0.5853%	0.4991%
190 DALTON	696 A208	0.40378%	0.3707%	0.3161%
191 WATERFORD	1,090 B505	0.63310%	0.5805%	0.4950%
192 STEUBEN	774 B404	0.44960%	0.4122%	0.3515%
193 STEUBEN	774 C511	0.44960%	0.4122%	0.3515%
<hr/> <hr/>				
172,180		100.00000%		

PINELLAS COUNTY FLA.
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Model	SQ.FT. Unit	PRO RATA SHARE	PHS II PRO RATA SHARE	PHS III PRO RATA SHARE
CRYSTAL BAY III LIMITED PARTNERSHIP CRYSTAL BAY PHASE II (EXISTING BUILDING)				
D	1,189 B101		0.6332%	0.5400%
D	1,189 B103		0.6332%	0.5400%
D	1,189 B105		0.6332%	0.5400%
D	1,189 B107		0.6332%	0.5400%
A	1,200 B108		0.6351%	0.5450%
C	1,468 B110		0.7829%	0.6676%
E	918 C101		0.4600%	0.4169%
B	1,285 C102		0.6855%	0.5836%
D1	1,189 C103		0.6332%	0.5400%
A	1,200 C104		0.6391%	0.5450%
D2	1,189 C105		0.6332%	0.5400%
D	1,189 C107		0.6332%	0.5400%
D	1,189 C109		0.6332%	0.5400%
	<u>15,583</u>		<u>100.0000%</u>	
TOTAL AFTER PHASE I	<u>187,763</u>			

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CRYSTAL BAY II LIMITED PARTNERSHIP
 CRYSTAL BAY PHASE II (NEW BUILDING)

1 F	1,509 D101		0.6853%
2 H	1,246 D102		0.5659%
3 G	1,150 D103		0.5223%
4 H	1,246 D104		0.5659%
5 G	1,150 D105		0.5223%
6 H	1,246 D106		0.5659%
7 F	1,509 D107		0.6853%
8 H	1,246 D108		0.5659%
9 F	1,509 D201		0.6853%
10 H	1,246 D202		0.5659%
11 G	1,150 D203		0.5223%
12 H	1,246 D204		0.5659%
13 G	1,150 D205		0.5223%
14 H	1,246 D206		0.5659%
15 F	1,509 D207		0.6853%
16 H	1,246 D208		0.5659%
17 MISC	762 D209		0.3481%
18 F	1,509 D301		0.6853%
19 H	1,246 D302		0.5659%
20 G	1,150 D303		0.5223%
21 H	1,246 D304		0.5659%
22 G	1,150 D305		0.5223%
23 H	1,246 D306		0.5659%
24 F	1,509 D307		0.6853%
25 H	1,246 D308		0.5659%
26 MISC	762 D309		0.3481%
	<u>32,430</u>		<u>100.0000%</u>
TOTAL PROJECT	<u>220,193</u>		

State of Florida



Department of State

I certify the attached is a true and correct copy of the Articles of Incorporation of CRYSTAL BAY CONDOMINIUM ASSOCIATION, INC., a Florida corporation, filed on March 22, 1994, as shown by the records of this office.

The document number of this corporation is N94000001407.

Given under
Great Seal of the
at Tallahassee,
Twenty-second

Jim Smith
Secretary of State



CR2EO22 (2-91)

ARTICLES OF INCORPORATION

OF

CRYSTAL BAY CONDOMINIUM ASSOCIATION, INC.

I, the undersigned incorporator, hereby create this Association for the purpose of becoming a corporation not-for-profit under the laws of the State of Florida, by and under the provisions of the statutes of the State of Florida, providing for the formation, liability, rights, privileges and immunities of a corporation not for profit.

ARTICLE I
NAME OF CORPORATION

The name of this corporation shall be CRYSTAL BAY CONDOMINIUM ASSOCIATION, INC., hereinafter referred to as the Association. The street address of the principal office of the Association is 2333 Feathersound Drive, Clearwater, Florida 33722. The mailing address is the same.

ARTICLE II
GENERAL NATURE OF BUSINESS

The general nature of the business to be conducted by the Association shall be the operation and management of the affairs and property of the condominium known as Crystal Bay, a Condominium, located in the City of Clearwater, County of Pinellas, Florida, and to perform all acts provided in the Declaration of Condominium of said Condominium and the Condominium Act, Chapter 718, Florida Statutes.

ARTICLE III
POWERS

The Association shall have all of the condominium law and statutory powers of an Association not for profit and all of the powers and duties set forth in said Condominium Act, the Declaration of Condominium of Crystal Bay, a Condominium, as amended from time to time, and the Bylaws of the Association provided said powers and duties are not inconsistent with the Condominium Act.

ARTICLE IV
VOTING INTERESTS

Each condominium unit shall be entitled to one vote at Association meetings, notwithstanding that the same Owner may own more than one unit or that units may be joined together and occupied by one Owner. In the event of a joint ownership of a condominium unit, the vote to which that unit is entitled shall be executed in the manner provided for in the Bylaws.

ARTICLE V
INCOME DISTRIBUTION

No part of the income of this Association shall be distributable to its members, except as compensation for services rendered.

ARTICLE VI
EXISTENCE

This Association shall exist perpetually unless dissolved according to law.

ARTICLE VII
REGISTERED OFFICE AND REGISTERED AGENT

The registered office of the Association shall be 1515 Ringling Boulevard, Suite 1000, Sarasota, Florida 34236 and the registered agent at such address shall be E. Ralph Tirabassi.

ARTICLE VIII
NUMBER OF DIRECTORS

The business of the Association shall be conducted by a Board of Directors which shall consist of not less than three nor more than nine persons, as shall be designated by the Bylaws.

ARTICLE IX
FIRST BOARD OF DIRECTORS AND OFFICERS

The names and post office addresses of the members of the first Board of Directors and officers, all of whom shall hold office until their successors are duly elected, as stated by the Bylaws, are as follows:

<u>Name</u>	<u>Office</u>	<u>Address</u>
P. James Donnelly	President/Director	130 Albert Street Suite 1500 Ottawa, Ontario, Canada K1P 5G4
Ross McBride	Secretary/Treasurer/ Director	130 Albert Street Suite 1500 Ottawa, Ontario, Canada K1P 5G4
Craig A. Vaughan	Vice-President/ Director	130 Albert Street Suite 1500 Ottawa, Ontario, Canada K1P 5G4

ARTICLE X
INDEMNIFICATION OF OFFICERS AND DIRECTORS

All officers and Directors shall be indemnified by the Association against all expenses and liabilities, including counsel fees (including appellate proceedings) reasonably incurred in connection with any proceeding or settlement thereof in which they may become involved by reason of holding such office. In no event, however, shall any officer or Director be indemnified for his own willful misconduct or knowing violation of the provisions of the Florida Condominium Act. The Association may purchase and maintain insurance on behalf of all officers and Directors against any liability asserted against them or incurred by them in their capacity as officers and Directors or arising out of their status as such.

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ARTICLE XI
BYLAWS

The first Bylaws of the Association shall be adopted by the Board of Directors and may be altered, amended or rescinded in the manner provided by the Bylaws.

ARTICLE XII
INCORPORATOR

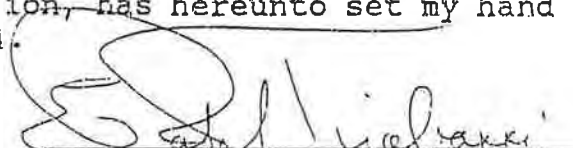
The name and street address of the sole incorporator to these Articles of Incorporation are as follows:

<u>Name</u>	<u>Address</u>
E. Ralph Tirabassi	1515 Ringling Boulevard Suite 1000 Sarasota, Florida 34236

ARTICLE XIII
AMENDMENTS

The Association reserves the right to amend, alter, change or repeal any provisions contained in these Articles of Incorporation by a simple majority vote of all voting rights of all members of the Association and all rights conferred upon the members herein are granted subject to this reservation.

IN WITNESS WHEREOF, I, the undersigned sole incorporator to these Articles of Incorporation, has hereunto set my hand and seal this 16th day of March, 1994.

 (SEAL)
E. Ralph Tirabassi

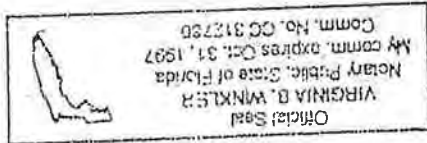
STATE OF FLORIDA
COUNTY OF SARASOTA

The foregoing instrument was acknowledged before me by E. Ralph Tirabassi, who is personally known to me or who has produced _____ as identification and who did/did not take an oath.

Virginia B. Winkler
NOTARY PUBLIC SIGNATURE

Virginia B. Winkler
NOTARY PUBLIC NAME PRINTED

COMMISSION NUMBER



My Commission expires:

ACCEPTANCE BY REGISTERED AGENT

I hereby agree, as Registered Agent, to comply with the provisions of all statutes relating to the proper and complete performance of my duties. I am familiar with and accept the obligations of my position as registered agent.

E. Ralph Tirabassi (SEAL)
E. Ralph Tirabassi
Registered Agent

BY-LAWS

OF

CRYSTAL BAY CONDOMINIUM ASSOCIATION, INC.

ARTICLE I.
GENERAL PROVISIONS

1.1 Identity: these are the By-Laws of CRYSTAL BAY CONDOMINIUM ASSOCIATION, INC., hereinafter referred to as the "ASSOCIATION". The ASSOCIATION is a corporation not-for-profit lawfully existing under the laws of the State of Florida.

1.2 Association Purpose: The ASSOCIATION has been created and exists for the following stated purposes:

1.2.1 To provide an entity pursuant to Section 718.111 of the Condominium Act of the Florida statutes, as amended, for the operation of CRYSTAL BAY, a Condominium.

1.3 Office: The office of the Association shall be at the following address:

2333 Feathersound Drive, Clearwater, Florida

1.4 Fiscal Year: The fiscal year of the Association shall be the calendar year.

ARTICLE II.
MEMBERSHIP

2.1 Qualification: the members of the Association shall consist of all of the record owners of condominium units in CRYSTAL BAY, a Condominium.

2.2 Change of Membership: After receiving the approval of the Association as required in the Declaration of Condominium, change of membership in the Association shall be established by recording in the Public Records of Pinellas County, Florida, a deed or other instrument establishing a record of title to a unit in the condominium and the delivery to the association of a copy of such recorded instrument the owner designated by such instrument thereby becoming a member of the Association. The membership of the prior owner shall be thereby terminated.

2.3 Voting rights: The owner of each unit shall be entitled to vote as provided in the Articles of Incorporation, as a member of the association and the manner of exercising such voting rights shall be determined by these By-Laws. The term "majority" as used in these By-Laws and other condominium instruments in reference to voting by unit owners, Association member and the Board of Directors shall mean more than 50%.

2.4 Designation of Voting representative: If a unit is owned by one person, his right to vote shall be established by the record title to his unit. If the unit is owned by more than one person, the person entitled to cast the vote for the unit shall be designated by a certificate signed by all the record owners of the unit, and filed with the secretary of the Association. If a unit is owned by a corporation, the person entitled to cast the vote for the unit shall be designated; by a certificate of his appointment signed by the President or Vice President and attested by the Secretary or Assistant Secretary of the corporation, and filed with the Secretary of the Association. Such certificate shall be valid until revoked and until superseded by a subsequent certificate or until a change in the ownership of the unit concerned. A certificate designating the person entitled to cast a vote of unit may be revoked by any owner thereof.

2.5 Approval or Disapproval of Matters: Whenever the decision of a unit 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 owner if at an Association meeting, unless the joinder of record owners is specifically required by the Declaration or these By-laws.

2.6 Restraint Upon assignment of Shares and Assets: The share of a member in the funds and the assets of the association cannot be assigned, hypothecated, transferred in any manner except as an appurtenance to his unit.

ARTICLE III.
MEETINGS OF MEMBERS

3.1 Annual Meeting: The annual meeting of the members shall be held at the office of the Association at 7:00 PM, Eastern time on the second Monday of January of each and every year for the purpose of electing Directors, and transacting any other business authorized to be transacted by the members, provided however, that if that day is a legal holiday, the meeting shall be held at the same hour on the next day that is a business day and not a legal holiday. Unless waived by a unit owner notice of the annual meeting must be sent by certified mail to each owner.

3.2 Special Meetings: Special meetings of the members shall be held whenever called by the President, or Vice-President, or by a majority Board of Directors, and must be called by such officers upon receipt of a written request from members entitled to cast 10% of the votes of the membership.

3.4 Notice of Members of Meetings: Notices of meetings of the members, stating the time, place and object for which the meeting is called shall be given by the President or Vice-President or Secretary, unless waived in writing. Such notice shall be in writing to each member at his address, as it appears on the books of the Association, and shall be mailed not less than fifteen days, no more than sixty days, prior to the date of the meeting, and by the posting at a conspicuous place on the condominium property of a notice of the meeting at least fifteen continuous days, but no more than sixty continuous days, in advance of the date of the meeting. The notice to each member shall include an agenda and shall be furnished by personal delivery, or by mailing the same by either regular or certified mail to the member at his address as it appears on the books of the Association. Proof of such mailing shall be given by Affidavit of the person giving notice. Notice of the meeting may be waived before or after meetings.

3.5 Quorum: A quorum at a members meeting shall consist of the persons entitled to cast a majority of the votes of the entire membership of the association, who shall be present in person or by proper proxy. The acts approved by a majority of the votes present at a meeting at which a quorum is present shall constitute the acts of the members, except when approval by a greater number of members is required by the Declaration of Condominium the Articles of Incorporation, these By-Laws.

3.6 Adjournments: If any meeting of members cannot be organized because a quorum has not attended, the members who are present, either in person or by proxy, may adjourn the meeting from time to time until a quorum is present.

ARTICLE IV. DIRECTORS

4.1 Directors: The affairs of the Association shall be managed by the Board of Directors consisting of not less than three members, to be elected at the annual meeting of the corporation.

4.2 Term: The term of each Board Member's service shall extend to the next annual meeting of the membership.

4.3 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 the regular meeting shall be given to each Director, personally or by mail, or telephone at least 48 hours prior to the meeting. The Notice shall incorporate the specific agenda items and shall be posted conspicuously on the condominium property at least 48 continuous hours before the meeting; except in an emergency.

Written notice of any meeting at which non emergency special assessments or amendments to rules regarding unit use will be considered shall be mailed or delivered to the unit owners and posted conspicuously on the Condominium property for 14 consecutive days prior to the meeting.

4.4 Special Meetings: Special meetings of the Directors may be called by the president and must be called by the Secretary at the written request of one-third of the Directors. Not less than three days 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.

ARTICLE V. POWER AND DUTIES OF BOARD OF DIRECTORS

5.1 Enforcement: The Board of Directors shall enforce by legal means all terms and provisions of these By-Laws, the Articles of Incorporation for the Association and the terms and provisions of the Declaration of condominium of the Association, and any rules and regulations of the Association which shall be passed or otherwise incorporated, from time to time.

ARTICLE VI. OFFICERS

6.1 Officers and Election: The officers of this Corporation shall consist of a President and Secretary, each of whom shall be elected by the Board of Directors. Such other officers and assistant officers and agents as may be deemed necessary may be elected or appointed by the Board of Directors from time to time. Any two or more offices may be held by the same person.

6.2 Duties: The officers of this Corporation shall have the following duties:

The President shall be the chief executive officers of the Corporation, and shall have general and active management of the business and affairs of the Corporation subject to the directors of the Board of Directors. The President shall preside at all meetings of the membership and Board of Directors.

The Secretary shall have custody of, and maintain, all of the corporation records. The Secretary shall record the minutes of all meetings of membership and Board of Directors, send all notices of all meetings and perform such other duties as may be prescribed by the Board of Directors.

6.3 Indemnification of officers and Directors: Every director and officer of the Association shall be indemnified by the Association against all expenses and liabilities, including counsel fees, reasonably incurred by or imposed upon him in connection with any proceeding to which he may be a party or on 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 in such cases when the director or officer is adjudged guilty of willful misfeasance of malfeasance in the performance of these duties. The foregoing right of indemnization shall be in addition to and not exclusive of all other rights to which such director or officer may be entitled.

ARTICLE VII.
FISCAL MANAGEMENT

7.1 Accounts: Receipt and expenditures of the Association shall be credited and charged to accounts under the following classifications, as shall be appropriate:

7.1.1 Current Expenses: Current expenses shall include all receipts and expenditures to be made within the year from which the receipts are budgeted and may include a reasonable allowance for contingencies and working funds, the balance of this fund at the end of each year shall be applied to reduce the assessment for current expenses for the succeeding year prior to fund reserves.

7.1.2 Reserves for Deferred Maintenance: Reserves for Deferred maintenance shall include funds for maintenance items which occur less frequently than annually.

7.1.3 Reserves for Replacement: Reserves for replacement shall include funds for repair or replacement required because of damage, depreciation or obsolescence.

7.1.4 Reserves for Betterments: Reserves for betterments shall be used for capital expenditures for additional improvements or additional personal property that will become a part of the common elements. Reserves for betterments shall be budgeted within the sole discretion of the Board of Directors.

7.2 Budget: The Board of Directors shall adopt a budget for each fiscal year which shall include the estimated funds required to defray the current expense and may provide for funds for the foregoing reserves.

7.3 Procedure: The manner of adopting the budget shall be governed by the provisions of Florida Statutes Chapter 718.

7.4 Betterments: Assessments for 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 shall not exceed \$10,000.00 in any one year; provided, however, that in the expenditure of this fund no sum in excess of \$2,500.00 shall be expended for any single item or purpose without approval of a majority of the members of the Association and provided this whole section may be waived by vote of 85% of the total members.

7.5 Assessments: Assessments against a unit owner for their share of the items of the budget shall be made in advance on or before March 20 preceding the year for which the assessments are made. Such assessment shall be due in twelve (12) equal monthly installments, one of which shall be due on the first day of each month of the year for which the assessments are made. If an annual assessment is not made as required, an assessment shall be presumed to have been made in the amount of the last prior assessment and monthly payments thereon shall be due from the first day of each month until changed by an amended assessment. In the event the annual assessment proves to be insufficient, the budget and the assessments may be amended at any time by the Board of Directors. The unpaid assessment for the remaining portion of the fiscal year, for which the amended assessment is made shall be due on the first day of the month next preceding the month in which the amended assessment is made, or as otherwise provided by the Board of Directors. The first assessment shall be determined by the Board of Directors of the Association.

7.6 Acceleration of Assessment installment Upon Default: In the event that any special assessment shall be made and shall be permitted to be paid in installments, then if a Unit Owner shall be in default in the payment of any installment, the Board of Administration may accelerate the remaining installments of such special assessment upon notice to the unit Owner and upon a claim of lien being duly filed in the public records of Pinellas County, Florida. Nothing herein shall be construed as permitting the Board of Administration to accelerate the monthly or periodic assessments of maintenance fees, as contemplated by the provisions of Article 7.5, above, except as otherwise specifically permitted by the provisions of the Declaration of Condominium and Florida Statutes Chapter 718.112(2)(g), as the same may be amended from time to time.

7.7 Assessments for Emergencies: Assessments for common expenses of emergencies that cannot be paid from the annual assessments for common expenses shall be made only after notice of the need for such is given to the unit owners concerned. After such notice and upon approval in writing by persons entitled to cast more than one-half of the votes of the unit owners concerned, the assessment shall become effective,

and it shall be due after thirty (30) days notice in such manner as the Board of Directors of the Association may require for the notice of assessment. Such assessment would be in proportion to the percentages of ownership as set forth in the schedule contained in Exhibit "C" of the Declaration of Condominium.

7.8 Depository: The depository of the Association shall be in such bank or banks or other qualified financial institutions as shall be designated from time to time by the Directors and in which the monies of the Association shall be deposited. Withdrawal of monies from such accounts shall be only by checks signed by such persons as are authorized by appropriate resolution of the Board of Directors.

7.9 Financial reporting: Within 90 days following the end of the fiscal year, the Board shall mail or furnish by personal delivery to each unit owner a complete financial report of actual receipts and expenditures for the previous twelve months. The report shall show the amounts of receipts and expenditures by accounts and classifications as set forth in the annual budget.

7.10 Fidelity Bonds: The Association shall obtain and maintain adequate fidelity bonding of all persons who contract or disburse funds including without limitation, The president, secretary, treasurer and those authorized to sign checks. The amount of the bond shall be determined by the Association's gross receipts and the requirements of Section 718.112(2)(j) Florida Statutes.

ARTICLE VIII PARLIAMENTARY RULES

8.1 Robert's Rules of Order, the latest edition shall govern the conduct of the meetings of the Association and the Board of Directors when not in conflict with the Declaration of Condominium, Articles of Incorporation or these By-Laws.

ARTICLE IX. MISCELLANEOUS

9.1 The Board of Directors of the Association is empowered to approve or disapprove of purchasers and lessees of condominium units herein and the Board shall make reasonable rules, regulations, and standards governing the approval or disapproval of purchasers or lessees in the condominium which regulations and standards shall be designed to maintain a community of congenial residents of good character and with sufficient financial ability to timely pay the assessments of the association and taxes and other requirements for payments resulting from residence in the condominium. However, no person shall be denied the right to purchase or lease a unit because of race religion, sex or national origin. Such standards as to purchasers and lessees within the Condominium shall be drafted by or under the direction of the first elected Board of Directors after the Developer relinquishes control of the Association, and even after Developer relinquishes control of the Association but is conducting sale of units in later Phases of the Condominium. Developer shall attempt to maintain the congeniality and compatibility required to carry out the common purpose in the Condominium.

9.2 The Board shall adopt and promulgate reasonable rules and regulations relating to the use of the common elements and the general conduct of the unit owners and their guests.

ARTICLE X. ARBITRATION

10.1 Prior to the institution of court litigation involving disputes over the authority of the Board or governing body to require a unit owner to take action or not take action with respect to that unit owner's unit; alter or add to the common elements; properly conduct meetings pursuant to proper notice; or allow inspection of books and records, the parties to the dispute shall petition the Division of Land Sale, Condominium and Mobile Homes for mandatory non-binding arbitration pursuant to the procedures set forth in Section 718.1255 Florida Statutes and the regulations promulgated thereunder as the same may be amended from time to time.

ARTICLE XI. AMENDMENT

11.1 These By-Laws may be amended in the manner set forth in the Declaration, however, no Amendment shall discriminate against any unit owner or against any unit or class or group of units unless the unit owners so affected shall consent. No amendment shall be made that is in conflict with the Articles of Incorporation or the Declaration of Condominium. Amendments to the By-Laws shall not be effective until

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have been certified by the Officers of the Association and a copy of the amendment is recorded in the books of the Association.

The foregoing was adopted as the By-Laws of CRYSTAL BAY CONDOMINIUM ASSOCIATION, INC., a corporation not-for-profit under the laws of the state of Florida at the first meeting of the Board of Directors on the 17 day of Nov of _____, 1994.

By _____
President

Attest: _____
Secretary

PINELLAS COUNTY FLA.
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C.R.F. 49 Dec 14 48

40 Rec _____
41 St _____
42 Sur _____
43 Int _____
Tot _____
DECLARATION OF EASEMENTS, COVENANTS, CONDITIONS AND RESTRICTIONS
FOR FEATHER POINTE

THIS DECLARATION, made by FEATHER SOUND, INC., a Florida corporation hereinafter referred to as "Declarant," joined by Greywinds Florida Inc., and Sound Builders, Inc. d/b/a/ Sound Development ("Sound")

WITNESSETH:

WHEREAS, Declarant and Sound are the owners of certain real property in Pinellas County, Florida, which is more particularly described as follows:

See Exhibit "A" attached hereto and made a part hereof.

WHEREAS, Declarant and Sound desire to create a residential community upon the real property described in Exhibit "A" to be known as Feather Pointe;

NOW, THEREFORE, Declarant and Sound hereby declare that all of the real property described in Exhibit "A" attached hereto shall be held, transferred, sold, occupied and conveyed subject to the easements, restrictions, covenants, liens, terms and conditions hereinafter set forth all of which are for the purpose of protecting the value and desirability of, and which shall run with said real property and shall be binding upon all parties having any right, title and interest therein and their devisees, successors and assigns.

ARTICLE I
DEFINITIONS

Section 1. "Articles" and "By-Laws" shall mean and refer to the Articles of Incorporation and the By-Laws of the Association as they exist from time to time.

Section 2. "Association" shall mean and refer to Feather Pointe Association, Inc., a Florida corporation not for profit, its successors and assigns.

Section 3. "Common Expenses" shall mean and refer to expenditures for services required and authorized to be performed by the Association.

Section 4. "Common Properties" shall mean and refer to any and all real property, or interest therein, whether improved or not that may, from time to time, be conveyed or dedicated by Plat by the Declarant or such other person in accordance with this Declaration to the Association and designated as Common Properties for the common use and enjoyment of the Owners.

Section 5. "Declarant" shall mean and refer to Feather Sound, Inc., a Florida corporation or the successors and assigns to the rights of the Declarant hereunder.

Section 6. "Declaration" shall mean and refer to this instrument as it may from time to time be amended.

Section 7. "Institutional Lender" shall mean and refer to the owner and holder of a mortgage encumbering a Unit, which owner and holder of said mortgage shall be the Declarant, a bank, a mortgage corporation, life insurance company, federal or state savings and loan association, real estate or mortgage investment trust or a lender generally recognized in the Community as an institutional lender.

This instrument prepared by and to be signed by
James P. Esquire, McLELAND & KNIGHT, Attorneys
Office Box 1208, TAMPA, Florida 33611
Kitt 18 A 25 19 94

Section 8. "Owner" shall mean and refer to the Owner as shown by the real estate records in the Office of the Clerk of the Circuit Court of Pinellas County, Florida, whether he be the Declarant, one or more persons, firms, associations, corporations, or other legal entities, of fee simple title to any Unit. Owner shall not mean or refer to the holder of a mortgage or security deed, its successors or assigns, unless and until such holder has acquired title pursuant to foreclosure or a proceeding or deed in lieu of foreclosure; nor shall the term "Owner" mean or refer to any lessee or tenant of an Owner.

Section 9. "Properties" shall mean and refer to the real property described in Exhibit "A" attached hereto.

Section 10. "Recreation Facility" shall mean and refer to the real property described in Exhibit "B" attached hereto, together with any improvements thereon such as a clubhouse and swimming pool.

Section 11. "Unit" shall mean and refer to any single-family residential dwelling unit located in the Properties which is subject to a condominium form of ownership.

ARTICLE II PROPERTY RIGHTS

Section 1. Owners' Easements of Enjoyment. Every Owner shall have a right and easement of enjoyment in and to the Common Properties which right and easement shall be appurtenant to and shall pass with the title to each Unit and shall be subject to and limited by the following:

A. The right of the Association to suspend an Owner's right and easement of enjoyment to use the Recreation Facility for any period during which any assessment against said Owner's Unit remains unpaid.

B. The right of the Association to suspend an Owner's right and easement to use the Recreation Facility for a period not to exceed sixty (60) days for any violation of the terms and conditions of this Declaration, the Articles and By-Laws or the Rules and Regulations of the Association.

C. The right of the Association to dedicate or transfer all or any portion of the Common Properties to any public agency, authority or utility, provided however, that no such dedication or transfer shall be effective until approved by an affirmative vote of the holders of two-thirds (2/3) of the total votes of the Association and two-thirds (2/3) of the Institutional Lenders.

D. The rules and regulations of the Association.

E. The right of the Declarant and Sound to limit the use of specific parking places within the Common Properties for use by individuals of limited groups of members.

Section 2. Owners' Easements of Ingress and Egress. Each Owner shall have, as an appurtenance to his Unit, a perpetual easement for ingress and egress to and from their Unit over and upon the Common Properties. Use of this easement may be controlled by the Declarant, Association or any Condominium Association for purposes of maintenance, repair and construction of any improvements including buildings. Owners' rights and easements under this Declaration shall not extend to permit any owner to enter any Unit, Condominium Building Limited Common Element as defined by any Declaration of Condominium filed with respect to any of the Properties unless such Owner owns a unit within such condominium.

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Section 3. Delegation of Use. Any Owner may delegate the right and easement granted to said Owner pursuant to this Article to the members of his family or his tenants who reside in his Unit but any such delegation shall be subject to and limited by the terms and conditions of this Declaration, the Articles and By-Laws of the Association and the Rules and Regulations of the Association.

Section 4. Restraint Upon Separation. The right and easement granted to an Owner pursuant to this Article are appurtenant to his Unit, shall not be separated therefrom and shall pass with the title to his Unit, whether or not separately described.

Section 5. Limited Common Properties. Limited Common Properties shall refer to parking spaces within the Common Properties that are reserved for the use of the Units to which they are appurtenant or assigned to the exclusion of other Units, and there shall pass with a Unit as an appurtenance thereto the exclusive right to use the Limited Common Properties so appurtenant or assigned. Such reservation shall be within any declaration of condominium filed by Declarant or sound within the Properties. Any expenses of maintenance, repair or replacement of Limited Common Properties shall be treated and paid for as a part of the Common Properties. Unassigned parking spaces shall be used in accordance with the rules and regulations promulgated from time to time by the Association. The Association shall not be liable for the loss, damage or theft of personal property from vehicles or the vehicles themselves.

Section 6. Conveyance to Association. The Association shall be obligated to accept any and all deeds of conveyance delivered to it by Declarant, which deeds convey title to Common Properties.

ARTICLE III
MEMBERSHIP AND VOTING RIGHTS

Section 1. Members. Every Owner including the Declarant shall automatically be a member of the Association. Membership shall be appurtenant to and may not be separated from ownership of any Unit, and any such membership shall terminate simultaneously with any termination of such ownership.

Section 2. Voting. Each member shall be entitled to cast one vote for each Unit owned by said member. When any Unit is owned of record in the name of two or more persons or entities, whether fiduciaries, joint tenants, tenants in common, tenants in partnership or in any other manner of joint or common ownership, or if two or more persons or entities have the same fiduciary relationship respecting the same Unit, then unless the instrument or order appointing them or creating the tenancy otherwise directs and it or a copy thereof is filed with the Secretary of the Association, such Owner shall select one official representative to qualify for voting in the Association and shall notify the Secretary of the Association of the name of such individual. The vote of such individual shall be considered to represent the will of all the Owners of that Unit.

Section 3. Change of Membership. Change of membership in the Association shall be established by recording in the Public Records of Pinellas County, Florida, a deed or other instrument conveying record fee title to any Unit and by the delivery to the Association of a copy of such recorded instrument. The Owner designated by such instrument shall, by his acceptance of such instrument, become a member of the Association, and the membership of the prior Owner shall be terminated. In the event that a copy of said instrument is not delivered to the Association, said Owner shall become a member, but shall not be entitled to voting privileges enjoyed by his predecessor in interest. The foregoing shall not, however, limit the Association's powers or privileges.

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The interest, if any, of a member in the funds and assets of the Association shall not be assigned, hypothecated or transferred in any manner except as an appurtenance to the conveyance of his Unit. Membership in the Association by all Owners shall be compulsory and shall continue, as to each Owner, until such time as such Owner transfers or conveys of record his interest in the Unit upon which his membership is based or until said interest is transferred or conveyed by operation of law, at which time the membership shall automatically be conferred upon the transferee. Membership shall be appurtenant to, run with, and shall not be separated from the Unit upon which membership is based.

Section 4. Declarant Control of Association. Notwithstanding anything herein to the contrary, until such time as the Declarant shall cease to own any portion of the property described in the exhibits attached hereto or an earlier date as the Declarant may decide, the Declarant shall have a total number of votes equal to not less than the number of votes cumulatively held by all other members, plus one (1), providing it with a majority of the votes of the membership. Upon expiration of the stated period, the Declarant shall continue to possess voting rights incident to ownership as described herein.

ARTICLE IV
COVENANT FOR MAINTENANCE ASSESSMENTS

Section 1. Creation of Lien and Personal Obligation for Assessments. By acceptance of a deed to a Unit, each Owner other than the Declarant is deemed to covenant and agree to pay to the Association annual and special assessments as hereinafter provided, regardless whether such covenant and agreement shall be expressed in such deed. The annual and special assessments, together with interest, costs and reasonable attorneys' fees incurred in collecting same, shall be secured by a continuing lien upon the Unit against which each such assessment is made. Each Owner shall be personally liable for all assessments coming due upon his Unit while he is the Owner of said Unit.

Section 2. Purpose of Annual Assessments. The annual assessments levied by the Association shall be used exclusively for the improvement, maintenance, enhancement and operation of the Common Properties, and to provide services which the Association is authorized and required to provide. The Association may establish reserve funds to be held in an interest bearing account or investments as a reserve for (a) major rehabilitation or major repairs, and (b) for emergency and other repairs required as a result of storm, fire, natural disaster or other casualty loss. Each year the Association may not contribute more than ten percent (10%) of its receipts from its annual assessments to said account.

Section 3. Initial Assessment. The initial annual assessments for each Unit shall be \$606.00 in accordance with the estimated operating budget. Until such time as the Declarant has relinquished control of the Association in accordance with this Declaration or sooner as the Declarant may decide ("Initial Period"), successive annual assessments may be increased by the Association in an amount not to exceed fifteen percent (15%) of the previous annual assessment. During the Initial Period, the Declarant shall be excused from the payment of annual assessments attributed to property owned by the Declarant since, during the Initial Period, the Declarant shall guaranty that annual assessments shall not increase over the amount specified herein. During the Initial Period, the Declarant shall contribute an amount of money to the Association sufficient to eliminate any deficit between assessments collectible from Owners and the actual expenses of the Association. Thereafter, annual assessments shall be determined and levied in accordance with the remainder of this Article.

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Section 4. Proportion and Amount of Annual Assessments.
Each Owner shall pay an annual assessment equal to his proportionate share of the Common Expenses. The proportionate share of Common Expenses for each Owner shall be determined by multiplying the Common Expenses by a fraction, the numerator of which is equal to the total number of Units owned by said Owner and the denominator of which is equal to the total number of Units.

Section 5. Special Assessments for Capital Improvements.
In addition to the annual assessments authorized above, the Association may levy, in any assessment year, a special assessment applicable to that year only for the purpose of defraying, in whole or in part, the cost of any construction, reconstruction, repair or replacement of any improvement upon the Common Properties, including fixtures and personal property related thereto, provided that any such special assessment shall have been first approved by two-thirds (2/3) of the votes of the members who are voting in person or by proxy at a meeting duly called for such purpose.

Section 6. Date of Commencement and Proration of Annual Assessments Due Date. The annual assessments provided for herein shall commence against each Unit on the date of its conveyance by the Declarant to a purchaser thereof. The annual assessments for the year in which this Declaration is recorded among the Public Records of Pinellas County, Florida, shall be adjusted in accordance with the number of months remaining in said year from and after said recordation. Thereafter, the Board of Directors shall have the power to change the date upon which annual assessments become due and payable and also to determine the manner of payment of annual assessments; e.g., lump sums or monthly installments; provided, however, that the annual assessments shall be due and payable not less frequently than annually.

Section 7. Duties of the Board of Directors. The Board of Directors of the Association shall prepare an annual budget and a roster fixing the amount of the annual assessment against each Unit which shall be kept in the office of the Association and shall be open to inspection by any Owner. Written notice of the assessment and the past-due date thereof shall thereupon be sent to every Owner subject thereto as provided in this Declaration. The Association shall upon demand at any time furnish to any Owner liable for said assessment a certificate in writing signed by an officer of the Association, setting forth whether said assessment has been paid. Such certificate shall be conclusive evidence of payment of any assessment therein stated to have been paid.

Section 8. Effect of Nonpayment of Assessment; Lien. If any assessment is not paid on or before the past-due date specified herein, then such assessment shall become delinquent and shall, together with interest thereon at the maximum rate allowed under law from the due date and the cost of collection thereof as hereinafter provided, thereupon become a charge and continuing lien on the Unit against which each such assessment was made. The personal obligation of the owner at the time when the assessment first became due and payable to pay such assessment, however, shall remain his personal obligation and shall not pass as a personal obligation to his successors in title unless expressly assumed by them.

Section 9. Remedies. If any assessment is delinquent for a period of at least thirty (30) days, the Association may bring an action at law against the Owner personally obligated to pay the same or an action in equity to foreclose the lien against the subject property, and there shall be added to the amount of such assessment the costs of preparing and filing the complaint in such action, and in the event a judgment is obtained, such judgment shall include interest on the assessment as above provided and a reasonable attorney's fee to be fixed by the court together with the costs of the action.

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Section 10. Subordination of the Lien to Mortgages. The lien of the assessments provided for herein shall be subordinate to the lien of any mortgage or mortgages held by an Institutional Lender now or hereafter placed upon the properties subject to assessment; provided, however, that such subordination shall apply only to (a) liens which have not been filed in the public records of Pinellas County prior to the recording of the mortgage, or (b) the assessments which have become due and payable prior to a sale or transfer of such property pursuant to a decree of foreclosure, or any other proceeding or deed in lieu of foreclosure. Such sale or transfer shall not relieve such property from liability for any assessments thereafter becoming due nor from the lien created thereby.

Section 11. Annual Statements. The President, Treasurer, or such other officer as may have custody of the funds of the Association shall annually, within ninety days after the close of the fiscal year of the Association, prepare and execute a general itemized statement showing the actual assets and liabilities of the Association at the close of such fiscal year, and a statement of revenues, costs and expenses. It shall be necessary to set out in the statement the name of each creditor of the Association; provided, however, that this requirement shall be construed to apply only to creditors of more than \$1,000. Such officer shall furnish to each Member of the Association who may make request therefor in writing, a copy of such statement, within thirty days after receipt of such request. Such copy may be furnished to the Member either in person or by mail.

ARTICLE V
FUNCTIONS OF THE ASSOCIATION

Section 1. Required Services. In addition to those responsibilities specified in this Declaration, the Association shall be required to provide the following services:

A. cleanup, maintenance and payment of property taxes with respect to the Common Properties and Recreation Facility both prior to and after conveyance of same by Declarant to the Association.

B. operation of the Common Properties in accordance with the rules, regulations and standards adopted by the Association from time to time.

C. taking any and all actions necessary to enforce all covenants, conditions and restrictions affecting the Properties and to perform any of the functions or services delegated to the Association in any covenants, conditions or restrictions applicable to the Properties or in the Articles or By-Laws.

D. payment of assessments to Feather Sound Association, Inc., a Florida corporation not-for-profit.

E. conducting business of the Association, including but not limited to administrative services such as legal, accounting and financial, and communication services informing Members of activities, notice of meetings, and other important events.

F. purchasing general liability and hazard insurance at full replacement value covering the Common Properties and Recreation Facility.

G. acceptance of any instrument of conveyance with respect to any Common Properties or the Recreation Facility delivered to the Association by the Declarant.

O.R. 5349 sub 1454

H. operation and maintenance of the surface water management system within the Properties, which system includes but is not limited to the on-site lakes, flashboards, risers, weirs, culverts and connecting pipes.

Section 2. Authorized Services. The Association shall be authorized, but not required, to provide the following services:

A. lighting of roads, sidewalks and walks and paths throughout the Properties.

E. fire protection and prevention.

C. garbage and trash collection and disposal.

D. conducting recreation, sport, craft and cultural programs of interest to Owners, their families, tenants and guests.

E. protection and security, including, but not limited to, the employment of security guards within the Properties and operation of a guardhouse.

F. maintenance of electronic and other security devices.

G. installation, operation and maintenance of cable television facilities.

H. operation of transportation services to and from the Properties.

ARTICLE VI
RIGHTS OF DECLARANT

Section 1. Rights. Notwithstanding anything herein to the contrary, Declarant shall, so long as it owns any portion of the Properties, have the right to:

A. Use, occupy, demonstrate and show all portions of the Common Properties for the purpose of promoting and aiding in the development, marketing, sale or rental of any portion of the Properties owned by it.

B. Display and erect signs, billboards and placards upon the Common Properties and any portion of the Properties owned by it.

C. Operate and maintain sales offices and related facilities upon the Common Properties and any portion of the Properties owned by it.

ARTICLE VII
EASEMENTS

Section 1. Utilities. The Properties shall be subject to such easements for utilities including, but not limited to, water, sewer, electric, natural gas, and cable television as may be reasonably required to properly and adequately serve the Properties as it exists from time to time. Each of said easements, whether heretofore or hereafter created, shall constitute covenants running with the Properties and, notwithstanding any other provisions of this Declaration, may not be substantially amended or revoked in such a way as to unreasonably interfere with the proper and intended use of any portion of the Properties and said easements shall survive any termination of this Declaration.

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Section 2. Additional Phase. The Declarant may, but shall not be required, to construct an additional portion or portions of Feather Pointe on the property described in Exhibit "C" attached hereto. Owners of any portion of the property described in Exhibit "C" shall, upon the recordation in the Public Records of Pinellas County, Florida, of an amendment to this Declaration, as Affidavit of Consent or other instrument by Declarant, be entitled to a non-exclusive easements for utilities and ingress and egress over and across, and for enjoyment of, such portion of the Properties as may be designated in and limited by such instruments.

Section 3. Encroachment. There shall be an easement for any encroachment of any building in which a Unit is located, which encroachment exists upon the Common Properties. Said easement shall constitute a covenant running with the Properties and, notwithstanding any other provisions of this Declaration, may not be substantially amended or revoked in any such way as to unreasonably interfere with said building and intended use of said easement, and said easement shall survive any termination of this Declaration.

Section 4. Declarant. Declarant hereby reserves such easements as it deems necessary in order to exercise its rights hereunder.

Section 5. Service. Declarant hereby grants to delivery, pick-up and fire protection services, police and other authorities of the law, United States mail carriers, representatives of electrical, telephone, cable television and other utilities authorized by the Declarant to service the Properties, and to such other persons as the Declarant from time to time may designate, the non-exclusive, perpetual right of ingress and egress over and across the Common Properties for the purposes of performing their authorized services and investigation.

Section 6. Association. Such easements throughout the Properties as may reasonably be necessary for the Association to perform its services required and authorized hereunder are hereby granted in favor of the Association.

Section 7. Execution. To the extent that the creation of any of the easements described in this Article requires the joinder of Owners, the Declarant by its duly authorized officers may, as the agent or the attorney-in-fact for the Owners, execute, acknowledge and deliver such instruments and the Owners, by the acceptance of deeds to their Units, irrevocably nominate, constitute and appoint the Declarant, through its duly authorized officers, as their proper and legal attorney-in-fact for such purpose. Said appointment is coupled with an interest and is therefore irrevocable. Any such instrument executed pursuant to this Article shall recite that it is made pursuant to this Article.

ARTICLE VIII
RECREATION FACILITY

Section 1. Recreation Facility. Every Owner shall have a non-exclusive right and easement of enjoyment in and to the Recreation Facility which right and easement shall be appurtenant to and shall pass with the title to each Unit and shall be subject to and be limited by the following:

A. The right of the Association to suspend an Owner's right and easement to use the Recreation Facility for any period during which any assessment against said Owner's Unit remains unpaid.

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B. The right of the Association to suspend an Owner's right and easement to use the Recreation Facility for a period not to exceed sixty (60) days for any violation of this Declaration, the Articles and By-Laws or the rules and regulations of the Association.

C. The rules and regulations of the Association.

Section 2. Non-Exclusivity. The right and easement of enjoyment in and to the Recreation Facility granted pursuant to Section 1 above is non-exclusive. The Declarant shall have the right, at all times prior to a conveyance of the Recreation Facility to individuals and entities which do not own properties subject to this Declaration. The grant of any such further use rights by the Declarant shall in no way invalidate any term, condition or provision of this Declaration and shall not reduce or abate any assessments payable by Owners to the Association. The Recreation Facility shall be used only for recreational and/or leisure time purposes and activities. The Association and its members, by their acceptance of a deed to any Unit, agree that the Recreation Facility shall be used only and exclusively for lawful purposes, and that they will not use or permit or suffer anyone to use the Recreation Facility for any purposes in violation of the laws of the United States, the State of Florida, the ordinances and regulations of Pinellas County or the rules and regulations of the National Board of Fire Underwriters or such other body exercising a similar function.

Section 3. Rights of Declarant. The Declarant shall always have the right, both prior to and subsequent to any conveyance of the Recreation Facility to the Association, to use the Recreation Facility for all lawful purposes which right includes, but is not limited to, the following:

A. The right to use, occupy, demonstrate and show all portions of the Recreation Facility for the purpose of promoting and aiding in the marketing, sale or rental of any portion of the real property which is or may become subject to this Declaration. The exercise of such rights by Declarant shall not reduce, abate or suspend in any way the obligation of the Association to maintain, operate, administer and repair the Recreation Facility.

B. Display and erect signs, billboards and placards; and store, keep, exhibit and distribute printed, audio and visual promotional materials in and about the Recreation Facility.

C. Establish and promulgate rules and regulations concerning the use of the Recreation Facility not inconsistent with any of the provisions of this Declaration.

Section 4. Conveyance. The Declarant hereby covenants and agrees that it shall convey the Recreation Facility free of any mortgage lien to the Association for the use and benefit of the Owners and the Association within sixty (60) days after the Declarant has relinquished control of the Association in accordance with Article III of this Declaration. The Declarant shall always have the right to convey to the Association any portion of the real property described in Exhibit "C" attached hereto and designate such real property as Recreation Facility, which conveyance shall be accepted by the Association and which real property shall be part of the Recreation Facility. Upon such conveyance, the Recreation Facility shall become part of the Common Properties.

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ARTICLE IX
ARCHITECTURAL CONTROL

No structure shall be erected, altered, placed or permitted to remain, nor shall construction commence on or with respect to any Unit until the design, construction specifications and a plan showing the location of the structure have been approved in writing by the Association as to quality, design and materials, in harmony with existing structures, and as to location with respect to topography and finished grade elevation. Such approval of the Association shall not be required in the event that the Association fails to give such approval within thirty (30) days after receipt of a written request for same. In no event will the Association's approval be unreasonably withheld nor will any charge be made therefor. Nothing contained in this paragraph shall be construed to lessen the obligation of any Owner to make prompt application for and obtain all necessary governmental permits and other approvals with respect to any such structure. The provisions of this section shall not apply to the Declarant.

ARTICLE X
ENFORCEMENT

Enforcement of the terms, conditions, restrictions, covenants, reservations, liens and charges contained in this Declaration shall be by any proceeding at law or in equity against any person or entity violating or attempting to violate any of same, either to restrain violation or to recover damages, or against any real property subject to this Declaration or to enforce any lien rights hereunder. Any such proceeding, action or suit may be brought by the Association, any Owner or the Declarant, its successors or assigns. Failure by any Owner, the Association or the Declarant, its successors or assigns, to enforce any covenant or restriction contained herein for any period of time shall in no event be deemed a waiver or estoppel of the right to enforce same. Should the Association find it necessary to institute legal action against a member of the Association other than the Declarant to enforce compliance with this Declaration, the Articles and By-Laws of the Association or the Rules and Regulations of the Association, upon a finding by a court in favor of the Association, the defendant member shall reimburse the Association for its costs of suit, including reasonable attorney's fees at both trial and appellate level, incurred by it in bringing such action. The payment of any monetary award by the Court in such legal action shall be secured by a lien against the Unit of said defendant member. The operation and foreclosure of such lien shall be in accordance with Article IV of this Declaration.

ARTICLE XI
GENERAL PROVISIONS

Section 1. Duration. The covenants, conditions and restrictions of this Declaration shall run with and bind the Properties, and shall inure to the benefit of and be enforceable by the Declarant and any Owner, their respective legal representatives, heirs, successors, and assigns, for a period of thirty (30) years from the date this Declaration is recorded. Upon the expiration of said thirty (30) year period this Declaration shall be automatically renewed and extended for successive ten (10) year periods. The number of ten (10) year renewal periods hereunder shall be unlimited with this Declaration being automatically renewed and extended upon the expiration of each ten (10) year renewal period for an additional ten (10) year period; provided, however, that there shall be no renewal or extension of this Declaration if during the last year of the initial thirty (30) year period, or during the last year of any subsequent ten (10) year renewal period, three-fourths (3/4) of the votes cast at a duly held meeting of Members of the Association and two-thirds (2/3) of the Institutional Lenders are in favor of terminating

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this Declaration at the end of its then current term. It shall be required that written notice of any meeting at which such proposal to terminate this Declaration is to be considered, setting forth the fact that such a proposal will be considered, shall be given at least forty-five (45) days in advance of said meeting. In the event that the Association votes to terminate this Declaration, the President and Secretary of the Association shall execute a certificate which shall set forth the resolution of termination adopted by the Association, the date of the meeting of the Association at which such resolution was adopted, the date that notice of such meeting was given, the total number of votes of Members of the Association, the total number of votes required to constitute a quorum at a meeting of the Association, the number of votes necessary to adopt a resolution terminating this Declaration, the total number of votes cast in favor of such resolution, and the total number of votes cast against such resolution. Said certificate shall be recorded in the Official Records for Pinellas, Florida, and may be relied upon for the correctness of the facts contained therein as they relate to the termination of this Declaration.

Section 2. Amendments. This Declaration may be amended only as follows:

A. The Declarant may amend this Declaration in any manner whatsoever without the consent of any Owner at any time that it shall be in control of the Association.

B. Hereafter, this Declaration may be amended provided that three-fourths (3/4) of the votes cast by the Members present at a duly called and held meeting of the Association vote in favor of the proposed amendment.

C. No amendment shall be passed which impairs or prejudices the rights of Institutional Lenders without the prior written consent of the Institutional Lenders.

D. Notice shall be given at least forty-five (45) days prior to the date of the meeting at which such proposed amendment is to be considered. If any proposed amendment to this Declaration is approved by the Members as set forth above, the President and Secretary of the Association shall execute an Amendment to this Declaration which shall set forth the amendment, the effective date of the amendment which in no event shall be less than sixty (60) days after the date of recording the amendment, the date of the meeting of the Association at which such amendment was adopted, the date that notice of such meeting was given, the total number of votes of Members of the Association, the total number of votes required to constitute a quorum at a meeting of the Association, the number of votes necessary to adopt the amendment, the total number of votes cast for the amendment, and the total number of votes cast against the amendment. Such amendment shall be recorded in the Official Records for Pinellas County, Florida.

E. No amendment shall be passed which affect the surface water management system, including the water management portions of the Properties without the prior approval of the appropriate water management district.

Section 3. Quorum. Quorum requirements in the Articles of Incorporation to the contrary notwithstanding, the first time any meeting of the Members of the Association is called to take action under Section 2 of this Article, the presence at the meeting of the Members or proxies entitled to cast fifty percent (50%) of the total vote of the Members shall constitute a quorum. If the required quorum is not forthcoming at any such meeting, a

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second meeting may be called subject to the giving of proper notice and the required quorum at such subsequent meeting shall be the presence of the Members or proxies entitled to cast fifty percent (50%) of the total vote of the Association.

Section 4. Notices. Any notice required to be sent to any Member or Owner under the provisions of the Declaration shall be deemed to have been properly sent, and notice thereby given, when mailed, with the proper postage affixed to the last known address of the person or entity who appears as Owner in the records of the Association. Notice to one of two or more co-Owners of a Unit shall constitute notice to all co-Owners. It shall be the obligation of every Member to immediately notify the Secretary of the Association in writing of any change of address. Any person who becomes an Owner and Member following the first day in the calendar month in which said notice is mailed shall be deemed to have been given notice if notice was given to his predecessor in title.

Section 5. Severability. Should any covenant, condition or restriction herein contained, or any Article, Section, subsection, sentence, clause, phrase or term of this Declaration be declared to be void, invalid, illegal, or unenforceable, for any reason, by the adjudication of any court or other tribunal having jurisdiction over the parties hereto and the subject matter hereof, such judgment shall in no way affect the other provisions hereof which are hereby declared to be severable and which shall remain in full force and effect.

Section 6. Interpretation. The Board of Directors of the Association shall have the right except as limited by any other provisions of this document or the By-Laws to determine all questions arising in connection with this Declaration and to construe and interpret its provisions, and its good faith, determination, construction or interpretation shall be final and binding. In all cases, the provisions of this Declaration shall be given that interpretation or construction that will best tend toward the consummation of the general plan of improvements.

Section 7. Authorized Action. All actions which the Association is allowed to take under this instrument shall be authorized actions of the Association if approved by the Board of Directors of the Association in the manner provided for in the By-Laws of the Association, unless the terms of this instrument provide otherwise.

Section 8. Termination of Declaration. Should the Members of the Association vote not to renew and extend this Declaration as provided herein, all Common Properties shall be transferred to a Trustee appointed by the Circuit Court of Pinellas County, Florida, which Trustee shall sell the Common Properties free and clear of the limitations imposed hereby upon terms established by the Circuit Court of Pinellas County, Florida. The proceeds of such a sale shall first be used for the payment of any debts or obligations constituting a lien on the Common Properties then for the payment of any obligations incurred by the Trustee in the operation, maintenance, repair and upkeep of the Common Properties. The excess of proceeds, if any, from Common Properties shall be distributed among the Owners in a proportion which is equal to the proportionate share of such Owners in Common Expenses.

Section 9. Non-Profit Status. Notwithstanding anything contained herein to the contrary, the Association will perform no act nor undertake any activity which will violate its non-profit or tax exempt status under applicable state or federal law.

Section 10. Context. Whenever the context so permits, the use of the singular shall include the plural and the plural shall include the singular, and the use of any gender shall be deemed to include all genders.

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Section 11. Liberal Construction. The provisions of this Declaration shall be liberally construed to effectuate its purpose of creating a uniform plan for the operation of the Properties.

IN WITNESS WHEREOF, the Declarant has caused this Declaration to be executed in its name and its corporate seal to be affixed this 11th day of May, 1982.

Signed, sealed and delivered in the presence of:

FEATHER SOUND, INC.,
a Florida corporation
(CORPORATE SEAL)

[Signature]
[Signature]

By: Charles J. Radtke
as its Vice president

Greywinds Florida, Inc.,
a Florida corporation
(Corporate seal)

[Signature]
[Signature]

By: [Signature]
as its Vice president

Sound Builders, Inc.,
a Florida corporation
(Corporate Seal)

[Signature]
[Signature]

By: [Signature]
as its Vice president

STATE OF FLORIDA)
COUNTY OF Pinellas) SS:

BEFORE ME, the undersigned authority, a notary public in and for the State of Florida at Large, personally appeared Charles J. Radtke of FEATHER SOUND, INC., a Florida corporation authorized to do business in Florida, known to me to be the person referred to in the foregoing instrument and who acknowledged before me that he executed the foregoing Declaration of Covenants, Conditions and Restrictions as Vice President of said corporation, affixed the seal of said corporation and did so as the act and deed of said corporation.

WITNESS my hand and official seal at Clearwater, Fla. Florida, this 11th day of May, 1982.

Betty J. [Signature]
NOTARY PUBLIC
State of Florida at Large

My Commission Expires:

(NOTARY SEAL)

STATE OF FLORIDA)
COUNTY OF PINELLAS) SS:

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BEFORE ME, the undersigned authority, a notary public in and for the State of Florida at Large, personally appeared FRED B. BULLARD, JR., VICE - PRESIDENT of Greyhounds Florida, Inc., a Florida corporation authorized to do business in Florida, known to me to be the person referred to in the foregoing instrument and who acknowledged before me that he executed the foregoing Declaration of Covenants, Conditions and Restrictions as VICE PRESIDENT of said corporation, affixed the seal of said corporation and did so as the act and deed of said corporation.

WITNESS my hand and official seal at ST. PETERSBURG, Florida, this 11th day of MAY, 1962.

Michael Spier
NOTARY PUBLIC
State of Florida at Large

My Commission Expires:

(NOTARY SEAL)

NOTARY PUBLIC STATE OF FLORIDA AT LARGE
MY COMMISSION EXPIRES NOV 14 1963
RECEIVED FROM OFFICE OF THE CLERK OF THE
STATE OF FLORIDA) SS:
COUNTY OF PINELLAS)

BEFORE ME, the undersigned authority, a notary public in and for the State of Florida at Large, personally appeared FRED B. Bullard Jr., PRESIDENT of Sound Builders, Inc., a Florida corporation authorized to do business in Florida, known to me to be the person referred to in the foregoing instrument and who acknowledged before me that he executed the foregoing Declaration of Covenants, Conditions and Restrictions as PRESIDENT of said corporation, affixed the seal of said corporation and did so as the act and deed of said corporation.

WITNESS my hand and official seal at ST. PETERSBURG, Florida, this 11th day of MAY, 1962.

Michael Spier
NOTARY PUBLIC
State of Florida at Large

My Commission Expires:

(NOTARY SEAL)

NOTARY PUBLIC STATE OF FLORIDA AT LARGE
MY COMMISSION EXPIRES NOV 14 1963
RECEIVED FROM OFFICE OF THE CLERK OF THE

O.R. 5349 PAGE 1462

SUBORDINATION AND CONSENT OF MORTGAGEE

ALLOMON CORPORATION, a Pennsylvania corporation, 6400 Steubenville Pike, Post Office Box 15628 Pittsburgh, Pennsylvania, 15244 called "Mortgagee," the owner and holder of the mortgage upon the lands described in the foregoing Declaration of Easements, Covenants, Conditions and Restrictions for Feather Pointe (among other lands), which mortgage is dated November 17, 1981, and is recorded in O.R. Book 5273, page 1964, of the Public Records of Pinellas County, Florida, consents to the making of the foregoing declaration, and the Mortgagee agrees that the lien of its mortgage shall be subject to and subordinate to the foregoing declaration; provided, however, that said declaration shall not be altered or amended without the prior written consent of Mortgagee.

WITNESSES:

ALLOMON CORPORATION
(Corporate Seal)

Joseph M. Jacobs

By John T. Henderson
as its President

STATE OF Pennsylvania)
COUNTY OF Allegheny) SS:

The foregoing instrument was acknowledged before me this 10th day of July, 1982, by John T. Henderson as Vice President of Allomon Corporation, a Pennsylvania corporation, on behalf of the corporation.

Lucy Anderson
Notary Public

MY COMMISSION EXPIRES:
(NOTARIAL SEAL)

1982 ANDERSON NOTARY PUBLIC
PINELLAS COUNTY, FLORIDA
MY COMMISSION EXPIRES APRIL 7, 1986
Member, Florida Association of Notaries

Barry

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LEGAL DESCRIPTION

A portion of Section 2, Township 30 South, Range 16 East, Pinellas County, Florida, being more particularly described as follows: Commencing at the Southwest corner of the North 1/2 of the Southeast 1/4 of said Section 2, said Southwest corner being on the Southerly right-of-way line of FEATHER SOUND DRIVE as shown on the plat of FEATHER SOUND, recorded in Plat Book 72, Pages 76 through 78, Public Records of Pinellas County, Florida; thence N. 05°03'32"E., 2956.95 feet to the Northeast corner of Lot 14, and the Southeast corner of said FEATHER SOUND DRIVE, FEATHER SOUND - CUSTOM HOME SITE UNIT III, recorded in Plat Book 73, Pages 12 and 13, Public Records, Pinellas County, Florida; thence N. 13°40'15"E., 60.00 feet along the East boundary of said FEATHER SOUND - CUSTOM HOME SITE UNIT III, and said FEATHER SOUND DRIVE; thence S. 76°19'45"E., 150.96 feet to the beginning of a tangent curve concave North having a radius of 320.00 feet; thence EASTERLY, 135.67 feet along said curve through a central angle 24°17'29" to the beginning of a tangent reverse curve concave South having a radius of 380.00 feet; thence EASTERLY, 161.11 feet along said curve through a central angle of 24°17'29"; thence tangent to said curve, S. 76°19'45"E., 490.06 feet to the beginning of a tangent curve concave North having a radius of 1970.00 feet; thence EASTERLY, 44.22 feet along said curve through a central angle of 01°17'10" to the "TRUE POINT OF BEGINNING"; thence NORTH, 232.19 feet; thence WEST, 72.00 feet; thence NORTH, 90.67 feet; thence WEST, 18.67 feet; thence NORTH, 61.68 feet; thence WEST, 51.33 feet; thence NORTH, 252.52 feet; thence S. 82°30'00"E., 172.54 feet; thence EAST, 10.93 feet; thence SOUTH, 622.88 feet to a point on a curve concave North having a radius of 1970.00 feet (a radial of said curve to said point bears, S. 11°11'47"W.); thence WESTERLY, 40.86 feet along said curve through a central angle of 01°11'18" to the "TRUE POINT OF BEGINNING". Containing 1.64 acres more or less.

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Legal Description
FEATHER POINTE
CLUBHOUSE AND SWIMMING POOL SITE

A portion of Section 2, Township 30 South, Range 16 East, Pinellas County, Florida, being more particularly described as follows:

Commencing at the Southwest corner of the North 1/2 of the Southeast 1/4 of said Section 2, said Southwest corner being on the Southerly right-of-way line of FEATHER SOUND DRIVE as shown on the plat of FEATHER SOUND, recorded in Plat Book 72, Pages 76 through 78, Public Records of Pinellas County, Florida; thence N. 05°03'32" E., 2956.95 feet to the Northeast corner of Lot 14, and the Southeast corner of said FEATHER SOUND DRIVE, FEATHER SOUND - CUSTOM HOME SITE UNIT III, recorded in Plat Book 73, Pages 12 and 13, Public Records of Pinellas County, Florida; thence N. 13°40'15" E., 60.00 feet along the East boundary of said FEATHER SOUND - CUSTOM HOME SITE UNIT III, and said FEATHER SOUND DRIVE to the Northwest corner of FEATHER SOUND DRIVE, recorded in Plat Book 73, Page 91, Public Records of Pinellas County, Florida; thence along the North boundary of said FEATHER SOUND DRIVE, the following courses and curves: S. 76°19'45" E., 150.96 feet to the beginning of a tangent curve concave North having a radius of 320.00 feet; thence EASTERLY, 135.67 feet along said curve through a central angle of 24°17'29" to the beginning of a tangent reverse curve concave South having a radius of 380.00 feet; thence EASTERLY, 161.11 feet along said curve through a central angle of 24°17'29"; thence tangent to said curve, S. 76°19'45" E., 490.06 feet to the beginning of a tangent curve concave North having a radius of 1970.00 feet; thence EASTERLY, 85.08 feet along said curve through a central angle of 02°28'28"; thence leaving said North boundary, NORTH, 251.22 feet; thence EAST, 140.00 feet to the "TRUE POINT OF BEGINNING"; thence EAST, 185.00 feet; thence SOUTH, 200.00 feet; thence WEST, 185.00 feet; thence NORTH, 200.00 feet to the "TRUE POINT OF BEGINNING".

Containing 0.85 acres more or less

EXHIBIT B

J.N. R180
(dlh)
2/17/82
Rev. 3/4/82, per Laslo Horvat

Description

D.R. 5349 PAGE 1465

A portion of Section 2, Township 30 South, Range 16 East, Pinellas County, Florida, being more particularly described as follows:

Commencing at the Southwest corner of the North 1/2 of the Southeast 1/4 of said Section 2, said Southwest corner being on the Southerly right-of-way line of FEATHER SOUND DRIVE as shown on the plat of FEATHER SOUND, recorded in Plat Book 72, Pages 76 through 78, Public Records of Pinellas County, Florida; thence N. 05°03'32" E., 2956.95 feet to the Northeast corner of Lot 14, and the Southeast corner of said FEATHER SOUND DRIVE, FEATHER SOUND - CUSTOM HOME SITE UNIT III, recorded in Plat Book 73, Pages 12 and 13, Public Records of Pinellas County, Florida; thence N. 13°40'15" E., 60.00 feet along the East boundary of said FEATHER SOUND - CUSTOM HOME SITE UNIT III, and said FEATHER SOUND DRIVE; thence S. 76°19'45" E., 150.96 feet to the beginning of a tangent curve concave North having a radius of 320.00 feet; thence EASTERLY, 135.67 feet along said curve through a central angle of 24°17'29" to the beginning of a tangent reverse curve concave South having a radius of 380.00 feet; thence EASTERLY, 161.11 feet along said curve through a central angle of 24°17'29"; thence tangent to said curve, S. 76°19'45" E., 116.09 feet to the "TRUE POINT OF BEGINNING"; thence N. 10°56'00" W., 424.62 feet; thence N. 10°30'00" E., 166.00 feet; thence S. 82°30'00" E., 490.00 feet; thence EAST, 835.92 feet; thence S. 21°00'00" E., 213.53 feet; thence S. 42°00'00" E., 316.00 feet; thence S. 05°00'00" E., 245.00 feet to a point on a non-tangent curve concave to the South having a radius of 900.00 feet (a radial of said curve to said point bears N. 06°42'07" E.); thence WESTERLY, 89.57 feet along said curve through a central angle of 05°42'07"; thence N. 89°00'00" W., 696.95 feet to the beginning of a curve concave to the North having a radius of 1970.00 feet; thence WESTERLY, 435.66 feet along said curve through a central angle of 12°40'15"; thence N. 76°19'45" W., 373.97 feet to the "TRUE POINT OF BEGINNING".

Containing 21.98 acres more or less

LESS THE FOLLOWING DESCRIBED PROPERTY, TO-WIT:

A portion of Section 2, Township 30 South, Range 16 East, Pinellas County, Florida, being more particularly described as follows: Commencing at the Southwest corner of the North 1/2 of the Southeast 1/4 of said Section 2, said Southwest corner being on the Southerly right-of-way line of FEATHER SOUND DRIVE as shown on the plat of FEATHER SOUND, recorded in Plat Book 72, Pages 76 through 78, Public Records of Pinellas County, Florida; thence N. 05°03'32"E., 2956.95 feet to the Northeast corner of Lot 14, and the Southeast corner of said FEATHER SOUND DRIVE, FEATHER SOUND - CUSTOM HOME SITE UNIT III, recorded in Plat Book 73, Pages 12 and 13, Public Records, Pinellas County, Florida; thence N. 13°40'15"E., 60.00 feet along the East boundary of said FEATHER SOUND - CUSTOM HOME SITE UNIT III, and said FEATHER SOUND DRIVE; thence S. 76°19'45"E., 150.96 feet to the beginning of a tangent curve concave North having a radius of 320.00 feet; thence EASTERLY, 135.67 feet along said curve through a central angle 24°17'29" to the beginning of a tangent reverse curve concave South having a radius of 380.00 feet; thence EASTERLY, 161.11 feet along said curve through a central angle of 24°17'29"; thence tangent to said curve, S. 76°19'45"E., 490.00 feet to the beginning of a tangent curve concave North having a radius of 1970.00 feet; thence Easterly, 44.22 feet along said curve through a central angle of 01°17'10" to the "TRUE POINT OF BEGINNING"; thence NORTH, 232.19 feet; thence WEST, 72.00 feet; thence NORTH, 90.67 feet; thence WEST, 18.67 feet; thence NORTH, 61.68 feet; thence WEST, 51.33 feet; thence NORTH, 252.52 feet; thence S. 82°30'00"E., 172.54 feet; thence EAST, 10.93 feet; thence SOUTH, 622.88 feet to a point on a curve concave North having a radius of 1970.00 feet (a radial of said curve to said point bears, S. 11°11'47"W.); thence WESTERLY, 40.86 feet along said curve through a central angle of 01°11'18" to the "TRUE POINT OF BEGINNING".

Containing 1.64 acres more or less.

PINELLAS COUNTY FLA.
 OFF. REC. BK. 8693 PG. 142

CERTIFICATE OF AMENDMENT
(Declaration)

THIS CERTIFICATE, executed on this 26th day of December, 1989, by FEATHER POINTE ASSOCIATION, INC., a Florida Corporation, not-for-profit ("The Association").

W I T N E S S E T H

WHEREAS, Association has been organized to operate that certain residential community known as FEATHER POINTE pursuant to that certain Declaration of Easements, Covenants, Conditions and Restrictions for FEATHER POINTE ("The Declaration") recorded in Official Records Book 5349, Page 1448, Public Records of Pinellas County, Florida, and

WHEREAS, Article XI, Section 2 of the Declaration provides that same may be amended if the Amendment is approved by three-fourths (3/4) of the votes cast at a duly called and held meeting of the Association; and

WHEREAS, notice of the special meeting was given to members in accordance with Article XI, Section 2 of the Declaration; and

WHEREAS, at a duly called and held meeting of the Association on November 17, 1989, the Amendment to the Declaration, attached hereto as Exhibit "A", was approved by the Members by a vote of 268 votes in favor, 0 votes against, out of a total membership of 281, thus effective for such amendment.

NOW, THEREFORE, based upon the foregoing premises, THE Association hereby certifies that the Declaration has been amended in accordance with Exhibit "A" attached hereto, and incorporated herein, in accordance with the requirements of the Declaration.

IN WITNESS WHEREOF, come the Association has executed this instrument on the date set forth above.

RECORDING
1989

FEATHER POINTE ASSOCIATION, INC.,
a Florida Corporation not-for-profit

149.00 (CORPORATE SEAL)

[Signature]
STATE OF FLORIDA
COUNTY OF PINELLAS

[Signature]
01 RECORDING 1 \$17.50

TOTAL: \$17.50
CHECK AMT. TENDERED: \$17.50
CHANGE: \$0.00

Hickok, Paul J., Notary Public, P.A.
1150 Cleveland St., Ste 420
Clearwater, FL 34615-6933

BEFORE ME, the undersigned authority, personally appeared JOSEPH F. ROGERS, to me known to be the President of FEATHER POINTE ASSOCIATION, INC., and he acknowledged before me that he freely and voluntarily executed the same as such officer, under authority vested in him by said corporation.

WITNESS my hand and official seal in the County and State last aforesaid, this 26 day of December, 1989.

My Commission expires:

Notary Public

PINELLAS COUNTY FLA.
OFF. REC. BK 8693 PG 143

EXHIBIT "A"

Amendments to Declaration of Easements,
Covenants, Conditions, and Restrictions for Feather Pointe

1. The definition of "Unit" as set forth in Article I, Section 11 of the Declaration (which definition was expanded by instrument recorded in Official Records Book 6280 at Page 1912 of the Public Records of Pinellas County, Florida) is hereby replaced in its entirety with the following:

Section 11. "Unit" shall mean and refer to any residential dwelling unit located in the Properties including without limitation a residential dwelling unit contained in any of the following: a condominium; an apartment building; a continuing care facility within the meaning of Chapter 651, Florida Statutes; and an adult congregate living facility within the meaning of Part II of Chapter 400, Florida Statutes.

2. Article III, Section 2, of the Declaration is amended in the following respects: (additions in text are indicated by underline; deletions by ~~strike-outs~~)

Section 2. Voting. The Association shall have two (2) classes of voting membership, Class A and Class B. Each member shall be entitled to cast one vote for each Unit owned by said member. When any Unit is owned of record in the name of two or more persons or entities, whether fiduciaries, joint tenants, tenants in common, tenants in partnership or in any other manner of joint or common ownership, or if two or more persons or entities have the same fiduciary relationship respecting the same Unit, then unless the instrument or Order appointing them or creating the tenancy otherwise directs and it or a copy thereof is filed with the Secretary of the Association, such Owner shall select one official representative to qualify for voting in the Association and shall notify the Secretary of the Association of the name of such individual. The vote of such individual shall be considered to represent the will of all the Owners of the Unit. All votes shall be cast in the manner provided in the By-Laws. The two classes of voting memberships, and voting rights related thereto, are as follows:

1. Class A. Class A Members shall be all owners of units within the properties described in Certificate of Title dated September 13, 1988, and recorded in Official Records Book 6832, Page 1089, Public Records of Pinellas County, Florida, and otherwise known as CRYSTAL BAY.
2. Class B. Class B Members shall be all owners of units owning property within the following described condominiums located upon property described as FEATHER POINTE I, a Condominium, according to

Declaration recorded at O.R. Book 5607, Page 1792, Public Records of Pinellas County, Florida, and CHATEAU BAYONNE CONDOMINIUM, according to Declaration recorded in Official Records Book 5349, Page 1466, Public Records of Pinellas County, Florida.

PINELLAS COUNTY FLA.
OFF. REC. BK 8693 PG 145

3. Article IV, Section 5 of the Declaration is amended in the following respects: (additions in text are indicated by underline; deletions by ~~strike-outs~~)

Section 5. Special Assessment for Improvements. In addition to the annual assessments authorized above, the Association may levy, in any assessment year, a special assessment applicable to that year only for the purpose of defraying, in whole or in part, the cost of any construction, reconstruction, repair or replacement of any improvement upon the Common Properties, including fixtures and personal property related thereto, provided that any such special assessment shall have been first approved by ~~two-thirds (2/3) of the votes of the Members who are voting in person or by proxy at a meeting duly called for such purpose.~~ the affirmative vote of two-thirds (2/3) of Class A Members and the affirmative vote of two-thirds (2/3) of Class B Members voting in person or by proxy at a meeting duly called for such purpose.

4. Article V, Section 1, of the Declaration is amended in the following respects:
(New Section "I" Added)

Section 1. I Notwithstanding anything in this Article to the contrary, the Association shall not be responsible for maintenance of parking areas, walkways, or landscaping contained within the condominium property of CHATEAU BAYONNE CONDOMINIUM, FEATHER POINTE I, a Condominium, or that certain property reflected in a Certificate of Title recorded in O.R. Book 6832, Page 1089, Public Records of Pinellas County, Florida. It is the intent of this provision to relieve the Association from responsibility over areas used primarily by or primarily benefiting a particular condominium or development within the community. As such, responsibility for maintenance of the 1.18 acre (more or less) parcel described in O.R. Book 5349, Page 1527, Public Records of Pinellas County, Florida, which lands surround and primarily serve as a parking area and ingress and egress for unit owners within CHATEAU BAYONNE CONDOMINIUM, and FEATHER POINTE I, a Condominium shall hereafter be the responsibility of those members of the Association who are also members of Chateau Bayonne Condominium Association, Inc. and Feather Pointe I Condominium Association, Inc.

5. Article XI, Section 2(B) of the Declaration is amended in the following respects: (additions in text are indicated by underline; deletions by ~~strike-outs~~)

Section 2(B). Thereafter, this Declaration may be amended provided that three-fourths (3/4) of the votes cast by the Members present at a duly called and held meeting of the Association vote in favor of the proposed amendments, provided, however, that notwithstanding anything contained herein to the contrary, no amendment to Article I, Section 11; Article III, Section 2; Article IV, Section 5; Article V, Section 1; and this Article X, Section 2(B) shall be made unless the affirmative vote of a majority of Class A Members and the affirmative vote of a majority of Class B Members shall be obtained at a duly called and held meeting of the Association.

763243

FILED

1932 MAY 12 PM 2:30

SECRETARY OF STATE
TALLAHASSEE, FLORIDA

ARTICLES OF INCORPORATION
-of-
FEATHER POINTE ASSOCIATION, INC.
A Florida Corporation Not For Profit

The undersigned hereby associate themselves for the purpose of forming a corporation not for profit under and pursuant to Chapter 617, Florida Statutes, and do hereby state as follows:

ARTICLE I
NAME

The name of this corporation shall be FEATHER POINTE ASSOCIATION, INC. ("Association").

ARTICLE II
DEFINITIONS

As used herein, the term corporation shall be synonymous with "Association" as defined in the Declaration of Easements, Covenants, Conditions and Restrictions for FEATHER POINTE, which is or shall be recorded in the Public Records of Pinellas County, Florida, ("Declaration"), and the words "Properties," "Unit," "Common Properties," "Owner" and "Declarant" are defined as set forth in the Declaration.

ARTICLE III
PURPOSES

The purposes for which this Association is formed are as follows:

A. To take title to and to operate, maintain, repair, improve, lease and administer the Common Properties.

B. To carry out the duties and obligations and receive the benefits given the Association by the Declaration.

C. To establish by-laws ("By-Laws") for the operation of the Association and rules and regulations for governing the same, and enforce the provisions of the Declaration, these Articles of Incorporation and the By-Laws except those which require specific action by or approval of the directors or members ("Members") of the Association.

D. Fix, levy, collect and enforce payment by any lawful means of all charges and/or assessments made pursuant to the terms of the Declaration; to pay all expenses in connection therewith and all office and other expenses incident to the conduct of the business of the Association, including all licenses, taxes or governmental charges levied or imposed against the property of the Association.

E. Acquire (by gift, purchase or otherwise), own, hold improve, build upon, operate, lease, trade, sell and maintain both real and personal property in connection with the affairs of the Association.

F. Dedicate, sell or transfer all or any part of the Common Properties to any public agency, authority or utility for such purposes in accordance with the Declaration.

G. To participate in mergers and consolidations with other not for profit corporations provided that any such merger or consolidation shall have been approved by the Members as provided herein.

H. The Association shall have all of the common law and statutory powers provided under the laws of the State of Florida, and these powers provided by the Declaration, these Articles and the By-Laws of the Association.

ARTICLE IV
EXISTENCE

This Association shall have perpetual existence.

ARTICLE V
SUBSCRIBERS

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

<u>Name</u>	<u>Address</u>
Robert C. Radice	2601 East Oakland Park Boulevard Fort Lauderdale, Florida 33306
Charles F. Radice	2601 East Oakland Park Boulevard Fort Lauderdale, Florida 33306
L. W. Schoch	2601 East Oakland Park Boulevard Fort Lauderdale, Florida 33306

ARTICLE VI
DIRECTORS

A. The affairs and property of the Association shall be managed and governed by a Board of Directors ("Board of Directors") composed of not less than three (3) persons ("Directors"). The first Board of Directors shall have three (3) members and, in the future, the number shall be determined in accordance with By-Laws of the Association.

B. Directors shall be elected by the Members in accordance with the By-Laws at the regular annual meetings of the membership of the Association. Directors shall be elected to serve for a term of one (1) year and, in the event of a vacancy, the remaining Directors may appoint a Director to serve the balance of said unexpired term. The Directors named herein shall serve until the first election of a director or directors as provided in the Declaration and any vacancies in their number occurring before the first shall be filled in accordance with the Declaration.

ARTICLE VII
FIRST BOARD OF DIRECTORS

The following persons shall constitute the first Board of Directors and shall serve until their successors are selected:

<u>Name</u>	<u>Address</u>
Robert C. Radice	2601 East Oakland Park Boulevard Fort Lauderdale, Florida 33306

763243

FILED

MAY 12 PM 2:30

SECRETARY OF STATE
TALLAHASSEE, FLORIDA

ARTICLES OF INCORPORATION
-of-
FEATHER POINTS ASSOCIATION, INC.
A Florida Corporation Not For Profit

The undersigned hereby associate themselves for the purpose of forming a corporation not for profit under and pursuant to Chapter 617, Florida Statutes, and do hereby state as follows:

ARTICLE I

NAME

The name of this corporation shall be FEATHER POINTS ASSOCIATION, INC. ("Association").

ARTICLE II
DEFINITIONS

As used herein, the term corporation shall be synonymous with "Association" as defined in the Declaration of Easements, Covenants, Conditions and Restrictions for FEATHER POINTS, which is or shall be recorded in the Public Records of Pinellas County, Florida, ("Declaration"), and the words "Properties," "Unit," "Common Properties," "Owner" and "Declarant" are defined as set forth in the Declaration.

ARTICLE III
PURPOSES

The purposes for which this Association is formed are as follows:

A. To take title to and to operate, maintain, repair, improve, lease and administer the Common Properties.

B. To carry out the duties and obligations and receive the benefits given the Association by the Declaration.

C. To establish by-laws ("By-Laws") for the operation of the Association and rules and regulations for governing the same, and enforce the provisions of the Declaration, these Articles of Incorporation and the By-Laws except those which require specific action by or approval of the directors or members ("Members") of the Association.

D. Fix, levy, collect and enforce payment by any lawful means of all charges and/or assessments made pursuant to the terms of the Declaration; to pay all expenses in connection therewith and all office and other expenses incident to the conduct of the business of the Association, including all licenses, taxes or governmental charges levied or imposed against the property of the Association.

E. Acquire (by gift, purchase or otherwise), own, hold, improve, build upon, operate, lease, trade, sell and maintain both real and personal property in connection with the affairs of the Association.

F. Dedicate, sell or transfer all or any part of the Common Properties to any public agency, authority or utility for such purposes in accordance with the Declaration.

automatically be conferred upon the transferee. Membership shall be appurtenant to, run with, and shall not be separated from the Unit upon which membership is based.

ARTICLE XI
BY-LAWS

A. The By-Laws of this Association shall be adopted by the Board of Directors. The By-Laws may be amended by the Members in the manner provided in said By-Laws.

B. No amendment to the By-Laws shall be passed which would change the rights and privileges of the Declarant referred to in the Declaration without the Declarant's prior written approval.

C. No amendment to the By-Laws shall be passed which would operate to impair or prejudice the rights or liabilities of any mortgagee.

ARTICLE XII
AMENDMENT

A. Proposals for amendments to these Articles of Incorporation which do not conflict with the Declaration may be made by a majority of the Board of Directors or a majority of the Members. Such proposals shall be in writing and shall be delivered to the President who shall thereupon call a special meeting of the Members not less than forty-five (45) days nor more than sixty (60) days following his receipt of the proposed amendment. Notice of such special meeting shall be given and posted in the manner provided in the By-Laws. An affirmative vote of three-fourths (3/4) of the Members present at a duly called and held meeting of the Association shall be required for approval of the proposed amendment.

B. Any Member may waive any or all of the requirements of this Article as to the submission of proposed amendments to these Articles of Incorporation to the President or notice of special meetings to vote thereon, either before, at or after a membership meeting at which a vote is taken to amend these Articles.

ARTICLE XIII
INDEMNIFICATION

Every Director and officer of the Association shall be indemnified by the Association against all expenses and liabilities, including counsel fees reasonably incurred by or imposed upon him, in connection with any proceedings or any settlement thereof, 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 in such cases wherein the Director or officer is adjudged guilty of willful misfeasance or malfeasance in the performance of his duties; provided, that all settlements must be approved by the Board of Directors as being in the best interest of the Association. The foregoing right of indemnification shall be in addition to and not exclusive of all other rights to which such Director or officer may be entitled.

in the event of any conflict or ambiguity between the terms and conditions of the Declaration and these Articles or the By-Laws, the Declaration shall have priority over these Articles and the By-Laws and the terms and conditions of the Declaration shall take precedence over and supersede the terms and conditions of the Articles and the By-Laws. In the event of a conflict between these Articles and the By-Laws, the terms of the Articles shall take precedence over the terms of the By-Laws. Any conflict or ambiguity with regard to the affairs of the Association shall be resolved by reference to this provision.

**ARTICLE XIV
CONSTRUCTION**

**ARTICLE XV
ADDRESS**

The principal address of the Association shall be Suite 601, 2601 East Oakland Park Boulevard, Fort Lauderdale, Florida 33306, or at such other place as may be subsequently designated by the Board of Directors.

IN WITNESS WHEREOF, we have hereunto set our hands and seals at Fort Lauderdale, Florida, this 11th day of May, 1982.

Signed, sealed and delivered in the presence of:

Robert C. Madice
Charles A. Madice
L. W. Schock

STATE OF FLORIDA
COUNTY OF BROWARD

I HEREBY CERTIFY that on this day, personally appeared before me, an officer duly authorized to administer oaths and take acknowledgements, ROBERT C. MADICE, CHARLES A. MADICE and L. W. SCHOCK, to me well known to be the persons described herein and who executed the foregoing instrument and who acknowledged that they executed the same freely and voluntarily for the uses and purposes therein expressed.

WITNES my signature and official seal this 11th day of May, A.D. 1982.

Notary Public
State of Florida at Large
(NOTARY SEAL)

PINELLAS COUNTY FLA.
OFF. REC. BK 8683 PG 762

PINELLAS COUNTY FLA.
OFF. REC. BK 8693 PG 152

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

Pursuant to Section 48.091, Florida Statutes, the following is submitted:

FEATHER POINTS ASSOCIATION, INC., a not for profit corporation, desiring to organize or qualify under the laws of the State of Florida, where its principal place of business at the City of Ft. Lauderdale, County of Broward, State of Florida has named INTRASTATE REGISTERED AGENT CORPORATION, located at Room 60, 215 E. Lemon Street, Lakeland, Florida 33801, as its agent to accept service of process within Florida.

Date: MAY 10, 1982

Charles J. Kuhn

(Corporate Officer)
Title vice President

Having been named to accept service of process for the above-stated corporation, the place designated in this certificate, we hereby agree to act in this capacity, and we further agree to comply with the provisions of all statutes relative to the proper and complete performance of our duties.

INTRASTATE REGISTERED AGENT CORPORATION

Date: MAY 11, 1982

By: *Richard L. Krollner*, Vice President

FILED
MAY 12 PM 2 30
SECRETARY OF STATE
TALLAHASSEE, FLORIDA

PINELLAS COUNTY FLA.
INST # 90-029075

*** OFFICIAL RECORDS ***
BOOK 7189 PAGE 684

PINELLAS COUNTY FLA.
OFF. REC. BK. 8683 PG. 763

PINELLAS COUNTY FLA.
OFF. REC. BK. 8693 PG. 153

CERTIFICATE OF AMENDMENT
(Articles of Incorporation)

THIS CERTIFICATE, executed on this 3rd day of January, 1990, by FEATHER POINTE ASSOCIATION, INC., a Florida Corporation, not-for-profit ("The Association").

WITNESSETH

WHEREAS, Association has been organized as a corporation not-for-profit under the laws of the State of Florida, by Articles of Incorporation filed with the Secretary of State on May 12, 1982, and assigned Charter No. 763243, for the purposes of operating that certain residential community known as FEATHER POINTE pursuant to that certain Declaration of Easements, Covenants, Conditions and Restrictions for FEATHER POINTE (The "Declaration"), recorded in Official Records Book 5349 at Page 1448, Public Records of Pinellas County, Florida; and

WHEREAS, The Articles of Incorporation, at Article XXII, provide that same may be amended if the Amendment is approved by the affirmative vote of three-fourths (3/4) of the Members present at a duly called and held meeting of the Association; and


WHEREAS, at a duly called and held meeting of the Association on November 17, 1989, the Amendment to the Articles attached hereto as Exhibit "A" was approved by greater than three-fourths (3/4) of the votes cast at said meeting.

NOW, THEREFORE, based upon the foregoing premises, the Association hereby certifies that the Articles of Incorporation have been amended in accordance with Exhibit "A" attached hereto, in accordance with the requirements of the Articles of Incorporation.

IN WITNESS WHEREOF, come the Association has executed this instrument on the date set forth above.

10.50

(CORPORATE SEAL)


Santer Winters
Joseph F. Rogers

FEATHER POINTE ASSOCIATION, INC.,
a Florida Corporation not-for-profit

Joseph F. Rogers
JOSEPH F. ROGERS, President


RECORDING 1 110.50

STATE OF FLORIDA :
COUNTY OF PINELLAS : 188.

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

BEFORE ME, the undersigned authority, personally appeared JOSEPH F. ROGERS, to me known to be the President, of FEATHER POINTE ASSOCIATION, INC., and he acknowledged before me that he freely and voluntarily executed the same as such officer, under authority vested in him by said corporation.

WITNESS my hand and official seal in the County and state last aforesaid, this 3rd day of January, 1990.

Charles Galbraith
Notary Public


My Commission expires:

NOTARY PUBLIC STATE OF FLORIDA
MY COMMISSION EXP. MAR. 3, 1992
BONDED THRU GENERAL INS. LTD.

*** OFFICIAL RECORDS ***
BOOK 7189 PAGE 685

PINELLAS COUNTY FLA.
OFF.REC.BK 8693 PG 154

EXHIBIT "A"

Amendments to the Articles of Incorporation
Feather Points Association, Inc.

1. Article VI of the Articles of Incorporation is amended in the following respects: (Additions indicated by underlining, Deletions indicated by ~~striking-through~~).
- A. The affairs and property of the Association shall be managed and governed by a Board of Directors ("Board of Directors") composed of ~~not less than three (3) persons~~ seven (7) persons ("Directors"). ~~The first Board of Directors shall have three (3) members and in the future, the number shall be determined in accordance with By-laws of the Association.~~
- B. Directors shall be elected by the Members in accordance with the By-Laws at the regular meetings of the membership of the Association. Directors shall be elected to serve for a term of one (1) year and, in the event of a vacancy, ~~the remaining Directors may appoint a Director to serve the balance of said unexpired term.~~ the provisions of the By-Laws shall control. ~~The Directors named herein shall serve until the first election of a director or directors as provided in the Declaration in any vacancies in their number occurring before the first shall be filled in accordance with the Declaration.~~
2. Article XII, of the Articles of Incorporation is amended in the following respects: (Additions indicated by underlining, Deletions indicated by ~~striking-through~~).
- A. Proposals for amendments to these Articles of Incorporation which do not conflict with the Declaration may be made by a majority of the Board of Directors or a majority of the Members. Such proposals shall be in writing and shall be delivered to the President who shall thereupon call a special meeting of the members not less than forty-five (45) days nor more than sixty (60) days following his receipt of the proposed amendment. Notice of such special shall be given and posted in the manner provided in the By-Laws. An affirmative vote of three-fourths (3/4) of the votes cast by Class A Members and an affirmative vote of three-fourths (3/4) of the votes cast by Class B Members ~~of the members present at a duly called and held meeting of the Association shall be required for approval of the proposed amendment.~~

PINELLAS COUNTY FLA.
OFF. REC. BK 8683 PG 764

CERTIFICATE OF AMENDMENT
(Articles of Incorporation)

THIS CERTIFICATE, executed on this 22nd day of February, 1990, by FEATHER POINTE ASSOCIATION, INC., a Florida Corporation, not-for-profit ("The Association").

WITNESSETH

WHEREAS, Association has been organized as a corporation not-for-profit under the laws of the State of Florida, by Articles of Incorporation filed with the Secretary of State on May 12, 1982, and assigned Charter No. 763243, for the purposes of operating that certain residential community known as FEATHER POINTE pursuant to that certain Declaration of Easements, Covenants, Conditions and Restrictions for FEATHER POINTE (The "Declaration"), recorded in Official Records Book 5349 at Page 1448, Public Records of Pinellas County, Florida; and

WHEREAS, The Articles of Incorporation, at Article XXII, provide that same may be amended if the Amendment is approved by the affirmative vote of three-fourths (3/4) of the Members present at a duly called and held meeting of the Association; and

WHEREAS, at a duly called and held meeting of the Association on November 17, 1989, the Amendment to the Articles attached hereto as Exhibit "A" was approved by greater than three-fourths (3/4) of the votes cast at said meeting.

NOW, THEREFORE, based upon the foregoing premises, the Association hereby certifies that the Articles of Incorporation have been amended in accordance with Exhibit "A" attached hereto, in accordance with the requirements of the Articles of Incorporation.

IN WITNESS WHEREOF, come the Association has executed this instrument on the date set forth above.

FEATHER POINTE ASSOCIATION, INC.,
a Florida Corporation not-for-profit

(CORPORATE SEAL)

BY: Joseph F. Rogers
JOSEPH F. ROGERS, President

Attest:

Madonna M. Diamond
MADONNA DIAMOND, Secretary

STATE OF FLORIDA :
 : ss.
COUNTY OF PINELLAS :

BEFORE ME, the undersigned authority, personally appeared JOSEPH F. ROGERS, and MADONNA DIAMOND, to me known to be the President and Secretary of FEATHER POINTE ASSOCIATION, INC., and they acknowledged before me that they freely and voluntarily executed the same as such officers, under authority vested in them by said corporation.

WITNESS my hand and official seal in the County and State last aforesaid, this 22nd day of February, 1990.

Charles M. Kellert
Notary Public

My Commission expires:

*** OFFICIAL RECORDS ***
BOOK 7189 PAGE 685

EXHIBIT "A"

**Amendments to the Articles of Incorporation
Feather Pointe Association, Inc.**

1. Article VI of the Articles of Incorporation is amended in the following respects: (Additions indicated by underlining, Deletions indicated by striking-through).
 - A. The affairs and property of the Association shall be managed and governed by a Board of Directors ("Board of Directors") composed of ~~not less than three (3) persons~~ seven (7) persons ("Directors"). ~~The first Board of Directors shall have three (3) members and in the future, the number shall be determined in accordance with By-laws of the Association.~~
 - B. Directors shall be elected by the Members in accordance with the By-Laws at the regular meetings of the membership of the Association. Directors shall be elected to serve for a term of one (1) year and, in the event of a vacancy, ~~the remaining Directors may appoint a Director to serve the balance of said unexpired term.~~ The provisions of the By-Laws shall control. ~~The Directors need not be elected until the first election of a Director as provided in the Declaration in any vacancies in their number occurring before the first shall be filled in accordance with the Declaration.~~
2. Article XII, of the Articles of Incorporation is amended in the following respects: (Additions indicated by underlining, Deletions indicated by striking-through).
 - A. Proposals for amendments to these Articles of Incorporation which do not conflict with the Declaration may be made by a majority of the Board of Directors or a majority of the Members. Such proposals shall be in writing and shall be delivered to the President who shall thereupon call a special meeting of the members not less than forty-five (45) days nor more than sixty (60) days following his receipt of the proposed amendment. Notice of such special shall be given and posted in the manner provided in the By-Laws. An affirmative vote of three-fourths (3/4) of the votes cast by Class A Members and an affirmative vote of three-fourths (3/4) of the votes cast by Class B Members ~~of the members present at a duly called and held meeting of the Association shall be required for approval of the proposed amendment.~~

PINELLAS COUNTY FLA.
OFF. REC. BK 8683 PG ~~767~~PINELLAS COUNTY FLA.
OFF. REC. BK 8693 PG 157**BY-LAWS**

- of -

FEATHER POINTE ASSOCIATION, INC.**ARTICLE I**
GENERAL

Section 1. Name. The name of the corporation shall be FEATHER POINTE ASSOCIATION, INC. ("Association").

Section 2. Principal Office. The principal office of the Association shall be Suite 601, 2601 East Oakland Park Boulevard, Fort Lauderdale, Florida 33306, or at such other place as may be subsequently designated by the Board of Directors. All books and records of the Association shall be kept at its principal office.

Section 3. Definitions. As used herein, the term corporation shall be synonymous with "Association" as defined in the Declaration of Covenants, Conditions and Restrictions for FEATHER POINTE, which is or shall be recorded in the Public Records of Pinellas County, Florida, ("Declaration"), and the words "Properties," "Unit," "Common Properties," "Owner" and "Declarant" are defined as set forth in the Declaration.

ARTICLE II
DIRECTORS

Section 1. Number and Term. During such period of time as the Declarant controls the Association in accordance with these By-Laws and the Declaration, the Board of Directors shall consist of three (3) members who need not be members of the Association. At the time Declarant relinquishes control of the Association then the Board of Directors shall be made up of one representative from each of the condominium associations created for condominiums within the Properties. Each condominium association shall have the right to designate its own representative. If no representative shall be selected, then the president of the condominium association shall serve.

Section 2. Vacancy and Replacement. If the office of any Director or Directors becomes vacant by reason of death, resignation, retirement, disqualification, removal from office or otherwise, a majority of the remaining Directors, though less than a quorum, at a special meeting of Directors duly called for this purpose, shall choose a successor or successors who shall hold

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OFF.REC.BK 8693 PG 158

office for the unexpired portion of the term of the vacated office. Notwithstanding the foregoing, the Declarant is authorized to replace any Director elected by the Declarant.

Section 3. Removal. Any Member of the Board of Directors may be removed from office with or without cause by the vote or agreement in writing of holders of a majority of the total votes of the Members who selected same. A special meeting of the Members to remove a Member of the Board of Directors may be called by holders of ten percent (10%) of the total votes of such Members giving notice of the meeting as required for a meeting of Members and the notice shall state the purpose of the meeting. No Director shall continue to serve on the Board if, during his term of office, his membership in the Association shall be terminated for any reason whatsoever. The above provisions shall not be applicable to Directors elected or appointed by the Declarant. If any Director fails to pay any assessment levied against him by the Board of Directors, whether regular or special assessment, within thirty (30) days after its due date, he shall automatically be removed as a Director and the remaining Directors shall select a successor to serve the unexpired portion of the term of said removed Director.

Section 4. Powers. The property and business of the Association shall be managed by the Board of Directors, which may exercise all corporate powers not specifically prohibited by the Florida Statutes, the Articles of Incorporation or the Declaration. The powers of the Board of Directors shall specifically include, but not be limited to, the following:

- A. To levy and collect annual and individual assessments.
- B. To use and expend the assessments collected to acquire, maintain, operate, lease, care for and preserve the Properties.
- C. To purchase the necessary equipment required in the maintenance, care and preservation referred to above.
- D. To insure and keep insured the Common Properties against loss from fire and/or other casualty and the Owners against public liability, and to purchase such other insurance as the Board of Directors may deem advisable.
- E. To collect delinquent assessments by suit or otherwise, abate nuisances and enjoin or seek damages from the Members for violations of these By-Laws, the Articles of Incorporation, the Declaration, and the rules and regulations promulgated by the Board of Directors.

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~~OFF. REC. BK-8683 PG-769~~PINELLAS COUNTY FLA.
OFF. REC. BK 8693 PG 159

F. To employ and compensate such personnel as may be required for the maintenance and preservation of the Properties.

G. To make reasonable rules and regulations applicable to all members.

H. To contract for the management of the Properties and to delegate to such other party all powers and duties of the Association except those specifically required by the Declaration to have the specific approval of the Board of Directors or membership.

I. To carry out the obligations of the Association under any easements, restrictions or covenants running with any land subject to the Declaration.

J. To perform the services authorized or required of the Association pursuant to the Declaration or the Articles of Incorporation.

Section 5. Compensation. Neither Directors nor officers shall receive compensation for their services as such.

Section 6. Meetings. Meetings of the Board of Directors shall be held in accordance with the following:

A. The first meeting of each Board of Directors newly installed by the Members shall be held immediately upon adjournment of the meeting at which they were installed, provided a quorum shall then be present, or as soon thereafter as may be practicable. The annual meeting of the Board of Directors shall be held at the same place as the Members' meeting and immediately after the adjournment of same.

B. Special meetings shall be held whenever called by the president or a majority of the Board. The secretary shall give notice of each special meeting either personally or by mail or telegram, at least three (3) days before the date of such meeting, but the Directors may waive notice of the calling of the meeting.

C. Meetings of the Board of Directors shall be open to all Members and, except in cases of emergency, notices of such meetings shall be posted conspicuously on the Common Properties at least forty-eight (48) hours in advance of such meetings.

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D. A majority of the Board shall be necessary at all meetings to constitute a quorum for the transaction of business and the act of a majority present at any meeting at which there is a quorum shall be the act of the Board. If a quorum shall not be present at the meeting, the Directors then present may adjourn the meeting until a quorum shall be present. In the event of a deadlock, the chairman of the Board of Directors, selected by the Directors, shall abstain from voting on the issue giving rise to the deadlock.

Section 7. Order of Business. The order of business at all meetings of the Board shall be as follows:

- A. Roll call.
- B. Reading of minutes of the last meeting.
- C. Consideration of communications.
- D. Resignations and elections.
- E. Reports of officers and employees.
- F. Reports of committees.
- G. Unfinished business.
- H. Original resolutions and new business.
- I. Adjournment.

Section 8. Accounting Records. The Association shall maintain accounting records according to generally accepted principles of accounting, consistently applied, which shall be open to inspection by Members or their authorized representatives at a reasonable time and written summaries of which shall be supplied at least annually to Members or their authorized representatives. Such records shall include, but are not limited to, a record of all receipts and expenditures and an account for each Unit, which account shall designate the name and address of the Owner, the amount of each assessment, the dates and amounts in which the assessments come due, the amounts paid upon the account and the balance due.

ARTICLE III OFFICERS

Section 1. Officers. The officers of the Association shall be a President, Vice-President, Treasurer and Secretary, all of whom shall be elected annually by the Board of Directors. Any

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OFF. REC. BK 8693 PG 161

two (2) of said offices may be united in one (1) person, except that the President shall not also be the Secretary or an Assistant Secretary of the Association. If the Board so determines, there may be more than one (1) Vice-President.

Section 2. Subordinate Officers. The Board of Directors may appoint such other officers and agents as it may deem necessary, who shall hold office at the pleasure of the Board of Directors and who shall have such authority and perform such duties as from time to time may be prescribed by said Board.

Section 3. Tenure of Officers; Removal. All officers and agents shall be subject to removal, with or without cause, at any time by action of the Board of Directors, which may delegate such powers to any officer. In the event that any officer fails to pay any Assessment levied by the Board of Directors, whether regular or special Assessment, within thirty (30) days of its due date, said officer shall automatically be removed from office and the Board of Directors shall appoint a successor.

Section 4. The President.

A. The President shall be chairman of, and shall preside at all meetings of the Members and Directors, shall have general and active management authority over the business of the Association except that which is delegated, shall see that all orders and resolutions of the Board are carried into effect, and shall execute bonds, mortgages and other contracts requiring a seal of the Association. The seal, when affixed, shall be attested by the signature of the Secretary and the Assistant Secretary or the Treasurer.

B. He shall supervise and direct all other officers of the Association and shall see that their duties are performed properly.

C. He shall submit a report of the operations of the Association for the fiscal year to the Directors (whenever called for by them) and to the Members at their annual meeting, and from time to time shall report to the Board all matters within his knowledge which the best interests of the Association may require be brought to its notice.

D. He shall be an ex-officio member of all committees and shall have the general powers and duties of supervision and management usually vested in the office of the President of a corporation.

Section 5. The Vice-President. The Vice-President shall be vested with all the powers and be required to perform all the duties of the President in his absence, together with such other duties as may be prescribed by the Board of Directors or the President.

PINELLAS COUNTY FLA.
OFF. REC. BK 8683 PG 772PINELLAS COUNTY FLA.
OFF. REC. BK 8693 PG 162Section 6. The Secretary.

A. The Secretary shall keep the minutes of meetings of the Members and of the Board of Directors in one (1) or more books provided for that purpose. The minute book shall be available for inspection by all Members, or their authorized representatives, and by the Board of Directors, which minutes shall be retained for a period of not less than seven (7) years.

B. He shall see that all notices are duly given in accordance with the provisions of these By-Laws or as otherwise required by law.

C. He shall be the custodian of the corporate records and of the seal of the Association and shall see that the seal of the Association is affixed to all documents of which a seal is required and the execution of which, on behalf of the Association, under its seal, is duly authorized in accordance with the provisions of these By-Laws.

D. He shall keep a register of the post office address of each Member, which shall be furnished to the Secretary by such Member.

E. In general, he shall perform all duties incident to the office of the Secretary and other duties as from time to time may be assigned to him by the President or by the Board of Directors.

Section 7. The Treasurer.

A. The Treasurer shall keep full and accurate accounts of receipts and disbursements in books belonging to the Association, and shall deposit all monies and other valuable effects in the name and to the credit of the Association in such depositories as may be designated by the Board of Directors.

B. He shall disburse the funds of the Association as ordered by the Board, taking proper vouchers for such disbursement, and shall render to the President and Directors, at the regular meeting of the Board, or whenever they may require it, an account of all his transactions as Treasurer and of the financial condition of the Association.

C. He may be required to give the Association a bond in a sum and with one (1) or more sureties satisfactory to the Board for the faithful performance of the duties of his office and the restoration to the Association, in case of his death, resignation or removal from office, of all books, papers, vouchers, money or other property of whatever kind in his possession belonging to the Association.

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OFF. REC. BK 8683 PG 773

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Section 8. Vacancies. If the office of the President, Vice-President, Secretary, Treasurer or any other office established by the Board of Directors becomes vacant by reason of death, resignation, disqualification or otherwise, the Directors, by a majority vote of the Board of Directors, may choose a successor or successors who shall hold office for the unexpired portion of the term of the vacated office.

Section 9. Resignations. Any Director or officer may resign his office at any time, in writing, which resignation shall take effect from time of its receipt by the Association, unless some later time be fixed in the resignation, and then from that date. The acceptance of a resignation shall not be required to make it effective.

ARTICLE IV MEMBERSHIP

Membership and change of membership shall be in accordance with the Declaration.

ARTICLE V MEETINGS OF ASSOCIATION

Section 1. Place. All meetings of the Association shall be held at such place as may be stated in the notice of the meeting.

Section 2. Annual Meeting.

A. The first annual meeting of Members shall be held on November 10, 1982.

B. Regular annual meetings subsequent to the first meeting shall be held at 7:00 p.m. on the second Wednesday of November of each year if not a legal holiday and, if a legal holiday, then on the next business day following.

C. At the annual meetings, the Members or those voting on their behalf, by a majority vote (cumulative voting prohibited) shall install a Board of Directors and transact such other business as may properly come before the meeting.

D. Written notice of the annual meeting shall be personally served upon or mailed by certified mail to each Member entitled to vote, or that person voting on his behalf, at such address as appears on the books of the Association, at least fourteen (14) days prior to the meeting. A notice of such meeting shall be posted at a conspicuous place on the Common Properties at least fourteen (14) days prior to the meeting.

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OFF.REC.BK 8693 PG 164

Section 3. Voting List. At least fourteen (14) days before every election of Directors, a complete list of those persons entitled to vote at said election shall be prepared by the Secretary. Such list shall be produced and kept for said fourteen (14) days and throughout the election at the office of the Association and shall be open to examination by any person entitled to vote throughout such time.

Section 4. Special Meetings.

A. Special meetings of the Association, for any purpose or purposes, unless otherwise prescribed by statute or by the Articles of Incorporation, may be called by the President, and shall be called by the President or Secretary at the request, in writing, of those persons entitled to vote holding one-third (1/3) of the total votes. Should the President fail to call such a special meeting, such persons may, in lieu thereof, call such meeting. Such request shall state the purpose or purposes of the proposed meeting.

B. Written notice of a special meeting of Association stating the time, place and object thereof shall be served upon or mailed to each person entitled to vote thereon at such address as appears on the books of the Association at least seven (7) days before such meeting. A notice of such meeting shall be posted at a conspicuous place on the Common Properties at least seven (7) days prior to the meeting.

C. Business transacted at all special meetings shall be confined to the objects stated in the notice thereof.

Section 5. Quorum. A majority of members present at any meeting in person or represented by written proxy shall constitute a quorum at such meeting for the transaction of business, except as otherwise provided by the Articles of Incorporation or these By-Laws.

Section 6. Vote Required to Transact Business. When a quorum is present at any meeting, a majority of the votes cast, in person or represented by written proxy, shall decide any question brought before the meeting, unless the question is one which, by express provision of the Florida Statutes, the Declaration, the Articles of Incorporation or these By-Laws requires a different vote, in which case such express provision shall govern and control the decision of such question.

Section 7. Right to Vote.

A. Members who are delinquent in the payment of assessments shall not be entitled to vote nor shall any person

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OFF. REC. BK-8683 PG-775PINELLAS COUNTY FLA.
OFF. REC. BK 8693 PG 165

on said Member's behalf be entitled to vote at any meeting of the Association, annual or special, for so long as any such assessments remain delinquent.

B. All proxies must be in writing, signed by the person entitled to vote granting the proxy and filed with the Secretary prior to the meeting, annual or special, for which said proxy is granted. The proxy shall be valid only for such meeting or meetings subsequently held pursuant to an adjournment of that meeting.

Section 8. Waiver and Consent. Whenever the vote of Members or persons on their behalf at a meeting is required or permitted by any provision of the Florida Statutes, the Declaration, the Articles of Incorporation or these By-Laws in connection with any action of the Association, the meeting and vote of Members or persons entitled to vote on their behalf may be dispensed with if all such persons who would have been entitled to vote upon the action of such meeting if such meeting were held shall consent in writing to such action being taken.

Section 9. Order of Business. The order of business at annual Members' meetings and, as far as practical, at other Members' meetings will be:

- A. Election of Chairman.
- B. Roll call.
- C. Proof of notice of meeting or waiver of notice.
- D. Reading of minutes of prior meeting.
- E. Officers' reports.
- F. Committee reports.
- G. Installation of Directors.
- H. Elections.
- I. Unfinished business.
- J. New business.
- K. Adjournment.

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OFF. REC. BK 8683 PG 776PINELLAS COUNTY FLA.
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ARTICLE VI
NOTICES

Section 1. Definition. Whenever, under the provisions of the Florida Statutes, the Declaration, the Articles of Incorporation or these By-Laws, notice is required to be given to any Director, officer or Member, it shall not be construed to mean only personal notice, but such notice may be given in writing by mail by depositing the same in a post office or letter box in a postpaid, sealed envelope, addressed as appears on the books of the Association. Any such notice and any notice of any meeting of the Members, annual or special, need not be sent by certified mail, except as otherwise provided by statute, the Articles of Incorporation, these By-Laws or the Declaration.

Section 2. Service of Notice--Waiver. Whenever any notice is required to be given under the provisions of the Florida Statutes, the Declaration, the Articles of Incorporation or these By-Laws, a waiver thereof, in writing signed by the person or persons entitled to such notice, whether before or after the time stated therein, shall be deemed the equivalent thereof.

Section 3. Address. The address for notice to the Association is 2601 East Oakland Park Boulevard, Fort Lauderdale, Florida 33306, or at such other place as may be subsequently designated by the Board of Directors.

ARTICLE VII
FINANCES

Section 1. Fiscal Year. The fiscal year shall be the calendar year.

Section 2. Checks. All checks or demands for money and notes of the Association shall be signed by any one (1) of the following officers: President, Vice-President, Secretary or Treasurer, or by such officer or officers or such other person or persons as the Board of Directors may from time to time designate. The Board of Directors, by resolution, may require more than one (1) signature.

Section 3. Fidelity Bonds for Officers. The Treasurer and all officers who are authorized to sign checks, and all officers and employees of the Association, and any contractor handling or responsible for Association funds shall be bonded in such amount as may be determined by the Board of Directors. The premiums on such bonds shall be paid by the Association. The bond shall be in an amount sufficient to equal the monies an individual handles

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PINELLAS COUNTY FLA.
OFF. REC. BK 8693 PG 167

or in which he has control via a signatory or a bank account or other depository account; however, notwithstanding the foregoing, the management firm, if any, under the terms of a management agreement, as to funds in its possession and/or control, shall determine, in its sole discretion, the amount of the bond and who is to be bonded, if any, among its employees.

ARTICLE VIII
CONVEYANCE TO ASSOCIATION

The Association shall be obligated to accept any and all deeds of conveyance delivered to it by Declarant or at the direction of Declarant, which deeds convey title to Common Properties.

ARTICLE IX
ASSESSMENTS

Assessments shall be levied and collected in accordance with the provisions of the Declaration.

ARTICLE X
AMENDMENT

A. Proposals for amendments to these By-Laws which do not conflict with the Declaration or the Articles of Incorporation may be made by a majority of the Board of Directors or a majority of the Members. Such proposals shall be in writing and shall be delivered to the President who shall thereupon call a special meeting of the Members not less than forty-five (45) days nor more than sixty (60) days following his receipt of the proposed amendment. Notice of such special meeting shall be given and posted in the manner provided in the By-Laws. An affirmative vote of three-fourths (3/4) of the votes cast at a duly called and held meeting of the Association shall be required for approval of the proposed amendment.

B. Any Member may waive any or all of the requirements of this Article as to the submission of proposed amendments to these By-Laws to the President or notice of special meetings to vote thereon, either before, at or after a membership meeting at which a vote is taken to amend these By-Laws.

ARTICLE XI
DECLARANT CONTROL OF ASSOCIATION

Notwithstanding anything herein to the contrary, until such time as the Declarant ceases to own any portion of the Properties

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OFF. REC. BK 8683 PG 778

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or sooner as the Declarant may decide, the Declarant shall have a total number of votes equal to not less than the number of votes cumulatively held by all other members, plus one (1), providing it with a majority of the votes of the membership. Upon expiration of the stated period, the Declarant shall continue to possess voting rights incident to ownership as described herein. It is the intent of this section that the Declarant shall possess exclusive control of the Association until expiration of the stated period.

ARTICLE XII
CONSTRUCTION

Wherever the masculine singular form of the pronoun is used in these By-Laws, it shall be construed to include the masculine, feminine or neuter, singular or plural, wherever the context so requires.

Should any of the provisions of these By-Laws be void or be or become unenforceable at law or in equity, the remaining provisions of this instrument shall nevertheless be and remain in full force and effect.

The foregoing were adopted as the By-Laws of FEATHER POINTE ASSOCIATION, INC., at the first meeting of its Board of Directors.

APPROVED:


SECRETARY


PRESIDENT

PINELLAS COUNTY FLA.
INST # 90-029073

*** OFFICIAL RECORDS ***
BOOK 7189 PAGE 675

PINELLAS COUNTY FLA.
OFF. REC. BK 8682 PG 179

PINELLAS COUNTY FLA.
OFF. REC. BK 8693 PG 169

CERTIFICATE OF AMENDMENT
(By-Laws)

THIS CERTIFICATE, executed on this 30th day of January, 1990, by FEATHER POINTE ASSOCIATION, INC., a Florida Corporation, not-for-profit ("The Association").

WITNESSETH

WHEREAS, Association has been organized to operate that certain residential community known as FEATHER POINTE pursuant to that certain Declaration of Easements, Covenants, Conditions and Restrictions for FEATHER POINTE ("The Declaration") recorded in Official Records Book 5349, Page 1448, Public Records of Pinellas County, Florida, and

RECORDING
24.00

WHEREAS, Association is governed by certain By-Laws duly adopted by Association concerning the operations of Association; and

24.00
B

WHEREAS, Article X of the By-laws provide that same may be amended if the Amendment is approved by three-fourths (3/4) of the votes cast at a duly called and held meeting of the Association; and

WHEREAS, at a duly called and held meeting of the Association on November 17, 1989, the Amendment to the By-laws attached hereto as Exhibit "A" was approved by over three-fourths (3/4) of the votes cast at said meeting.

NOW, THEREFORE, based upon the foregoing premises, the Association hereby certifies that the By-Laws have been amended in accordance with Exhibit "A" attached hereto in accordance with the requirements of the By-laws.

IN WITNESS WHEREOF, come the Association has executed this instrument on the date set forth above.

FEATHER POINTE ASSOCIATION, INC.,
a Florida Corporation not-for-profit

(CORPORATE SEAL)

Luette W. ...
Richard M. ...

Joseph F. Rogers

24109975 GEN 02-02-90 09:18:03
01
RECORDING 1 \$24.00

STATE OF FLORIDA :
: SS.
COUNTY OF PINELLAS :

TOTAL: \$24.00
CHECK AMT. TENDERED: \$24.00
CHANGE: \$0.00

BEFORE ME, the undersigned authority, personally appeared JOSEPH F. ROGERS, to me known to be the President, of FEATHER POINTE ASSOCIATION, INC., and he acknowledged before me that he freely and voluntarily executed the same as such officer, under authority vested in him by said corporation.

WITNESS my hand and official seal in the County and State last aforesaid, this 30th day of January, 1989.

Charles Substrate
Notary Public



My Commission expires:

NOTARY PUBLIC STATE OF FLORIDA
MY COMMISSION EXP. AUG. 3, 1992
BONDED THROUGH GENERAL INS. UNCL.

110 Cleveland St., Suite 420
Clearwater, FL 34615-6933

*** OFFICIAL RECORDS ***
BOOK 7189 PAGE 676

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OFF. REC. BK 8693 PG 780

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OFF. REC. BK 8693 PG 170

EXHIBIT "A"

Amendment to By-Laws of Feather Points Association, Inc.

(Additions indicated by underlining, Deletions indicated by ~~striking-through~~).

Article II, Section 1:

Number and Term. During such period of time as the Declarant controls the Association in accordance with these By-Laws and the Declaration, the Board of Directors shall consist of three (3) members who need not be members of the Association. At the time Declarant relinquishes control of the Association then the Board of Directors shall be made up of one representative from each of the condominium associations created for condominiums within the properties. Each Condominium association shall have the right to designate its own representative. If no representative shall be selected, then the president of the condominium association shall serve. consist of seven (7) persons. The directors are divided into two (2) classes: Class A, and Class B. The number of Class A directors, elected by Class A Members shall be four (4). The number of Class B Directors, elected by Class B Members shall be three (3). As to Class B Directors, at least one shall be a member of Feather Pointe I, Condominium Association, Inc. and at least one shall be a member of Chateau Bayonne Condominium Association, Inc. Each director shall be elected to serve for a term of one (1) year or until his or her successor shall be elected and shall qualify.

Article II, Section 2:

Vacancy and Replacement. If the office of any Director or Directors becomes vacant by reason of death, resignation, retirement, disqualification, removal from office or otherwise, a majority of the remaining Directors of his representative class, though less than a quorum, at a special meeting of Directors duly called for this purpose, shall choose a successor or successors who shall hold office for the unexpired portion of the term of the vacated office. Notwithstanding the foregoing, the Declarant is authorized to replace any Director elected by the Declarant.

Article II, Section 3:

Removal. Any Member of the Board of Directors may be removed from office with or without cause by the vote or agreement in writing of holders of a majority of the total votes of the Members of the Director's representative class who selected same. A special meeting of the Members to remove a Member of the Board of Directors may be called by holders of ten percent (10%) of the total votes of such representative class Members giving notice of the meeting as required for a meeting of representative class Members and the notice shall state the purpose of the meeting. No Director shall continue to serve on the Board if, during his term of office, his membership in the Association shall be terminated for any reason whatsoever. The above provisions shall not be applicable to Directors elected or appointed by the Declarant. If any Director fails to pay any assessment levied against him by the Board of Directors, whether regular or special assessments, within thirty (30) days after its due date, he shall

*** OFFICIAL RECORDS ***
BOOK 7189 PAGE 677

PINELLAS COUNTY FLA.
OFF. REC. BK 8683 PG 781

automatically be removed as a Director and the remaining Directors of his representative class shall select a successor to serve the unexpired portion of the term of said removed Director.

Article II, Section 6.D:

A majority of the Board shall be necessary at all meetings to constitute a quorum for the transaction of business and the act of a majority present at any meeting at which there is a quorum shall be the act of the Board except with respect to certain decisions of the Board which require approval by greater than a majority of the Board described in the following paragraph E. If a quorum shall not be present at the meeting, the Directors then present may adjourn the meeting until a quorum shall be present. In the event of a deadlock, the chairman of the Board of Directors, selected by the Directors, shall abstain from voting on the issue giving rise to the deadlock.

Article II, Section 6.E:

This section is a new section added in its entirety.

The following actions require approval of greater than a majority of the Board of Directors. To be valid, the following actions must be approved by affirmative vote of both a majority of Class A Board Members and by a majority of Class B Board Members:

1. To change the present Rules and Regulations applicable to all members which have been adopted by the Board of Directors, and are attached hereto as Schedule "1".
2. To adopt a budget which requires assessments against the owner/members which exceed one hundred fifteen percent (115%) of the assessments of the preceding year's adopted budget.

Article V, Section 2.C:

At the annual meetings, (or, notwithstanding anything to the contrary in Section 2 of Article II of these By-laws at any special meeting of the Members to remove a Director) the Members or those voting on their behalf, by a majority vote (cumulative voting prohibited) shall install their class representatives to the a Board of Directors and transact such other business as may properly come before the meeting.

Article X, Section A:

Proposals for amendments to these By-Laws which do not conflict with the Declaration or the Articles of Incorporation may be made by a majority of the Board of Directors or a majority of the Members. Such proposals shall be in writing and shall be delivered to the President who shall thereupon call a special meeting of the Members not less than forty-five (45) days nor more than sixty (60) days following his receipt of the proposed amendment. Notice of such special meeting shall be given and posted in the manner provided in the By-Laws. An affirmative vote of ~~three-fourths (3/4) of the votes cast at~~ three-fourths (3/4) of Class A Members and an affirmative vote of three-fourths (3/4) of Class B Members at a duly called and held meeting of the Association shall be required for approval of the proposed amendment.

PINELLAS COUNTY FLA.
OFF. REC. BK 8693 PG 171

*** OFFICIAL RECORDS ***
BOOK 7189 PAGE 478

PINELLAS COUNTY FLA.
OFF. REC. BK. 8683 PG. 782

PINELLAS COUNTY FLA.
OFF. REC. BK. 8693 PG. 172

SCHEDULE "1"

Rules and Regulations Adopted by FEATHER POINTE ASSOCIATION, INC. Pertaining Only to the Recreation Facility and Improvements Thereon, as Defined By Article I, Section 10 of the Declaration of Easements, Covenants, Conditions and Restrictions for FEATHER POINTE

Where used hereafter, the terms "building", "clubhouse", "common facilities", "facilities", "pool", "pool deck", "property", "Property" "properties", "spa", and "swimming pool", shall mean and refer to the "Recreation Facility" as defined in Article I, Section 10, of the Declaration of Easements, Covenants, Conditions, and Restrictions for FEATHER POINTE, describing real property and improvements thereon attached as Exhibit "B" to the Declaration.

1. In order that all Owners may have the quiet enjoyment of their property, no Owner shall make or permit any disturbing noises on the Property by himself, his family, servants, employees, agents, visitors, and licensees, nor do or permit anything by such persons that will interfere with the reasonable rights, comforts or conveniences of the owners. No Owner shall unreasonably play or suffer to be played upon any musical instruments or operate or suffer to be operated a phonograph, television, radio or sound amplifier, in such manner as to disturb or annoy other Owners. No Owner shall conduct or permit to be conducted, vocal or instrumental instruction at any time.
 2. In order to maintain an attractive appearance, no sign, advertisement, notice or other lettering shall be exhibited, displayed, inscribed, painted or affixed, in, on, or upon any part of the Property without the written consent of the Board.
 3. In order to protect the Property, during the hurricane season the Association must prepare by:
 - Removing all furniture, plants, and other objects from the pool deck.
 4. Pets will not be allowed within or about the Clubhouse, pool, or pool deck.
 5. There shall be no solicitation by any person anywhere in the buildings for any cause, charity, or any purpose whatsoever unless specifically authorized by the Board.
 6. No fires, cooking devices or other devices which emit smoke or dust shall be allowed. The parking and/or storage of trucks, vans, campers, boats, trailers, mobile homes, buses, storage vehicles, industrial vehicles, commercial type vans, motorcycles or vehicles with advertising in parking areas within the Recreation Facility is prohibited without the prior written consent of the Association. No vehicle without a valid license plate shall be permitted. Vehicles which are missing one or more wheels, or which are not in an operating condition shall not remain for more than two (2) consecutive days.
 7. Washing of automobiles shall be permitted only in designated areas.
 8. Non-exclusive reservation of the common facilities will be permitted upon advance application to the Board of Directors for such use and the payment of a deposit as required by the Board.
- All events held by members will only be social in purpose. The facilities will not be used for business reasons, for public welfare, for religious gatherings unless specifically sponsored by the Association for the membership and for any other purpose that is not considered social by nature. The number of persons

*** OFFICIAL RECORDS ***
BOOK 7189 PAGE 679

PINELLAS COUNTY FLA.
OFF. REC. BK. 8683 PG 763

PINELLAS COUNTY FLA.
OFF. REC. BK. 8693 PG 173

that may use the facilities under the specific reservation shall not exceed 75 persons.

Any party with 25 or more guests will be responsible to pay a use fee of \$100.00, which will be deducted from the \$1,000.00 deposit for private parties.

The Clubhouse must be left in a clean condition. All refuse must be deposited in the dumpster adjacent to the building.

9. The swimming pool, spa, and clubhouse shall be open to members and guests as follows:

- 7:00 AM to 11:00 PM (From Monday to Thursday)
- 7:00 AM to 12:30 AM (From Friday to Sunday)

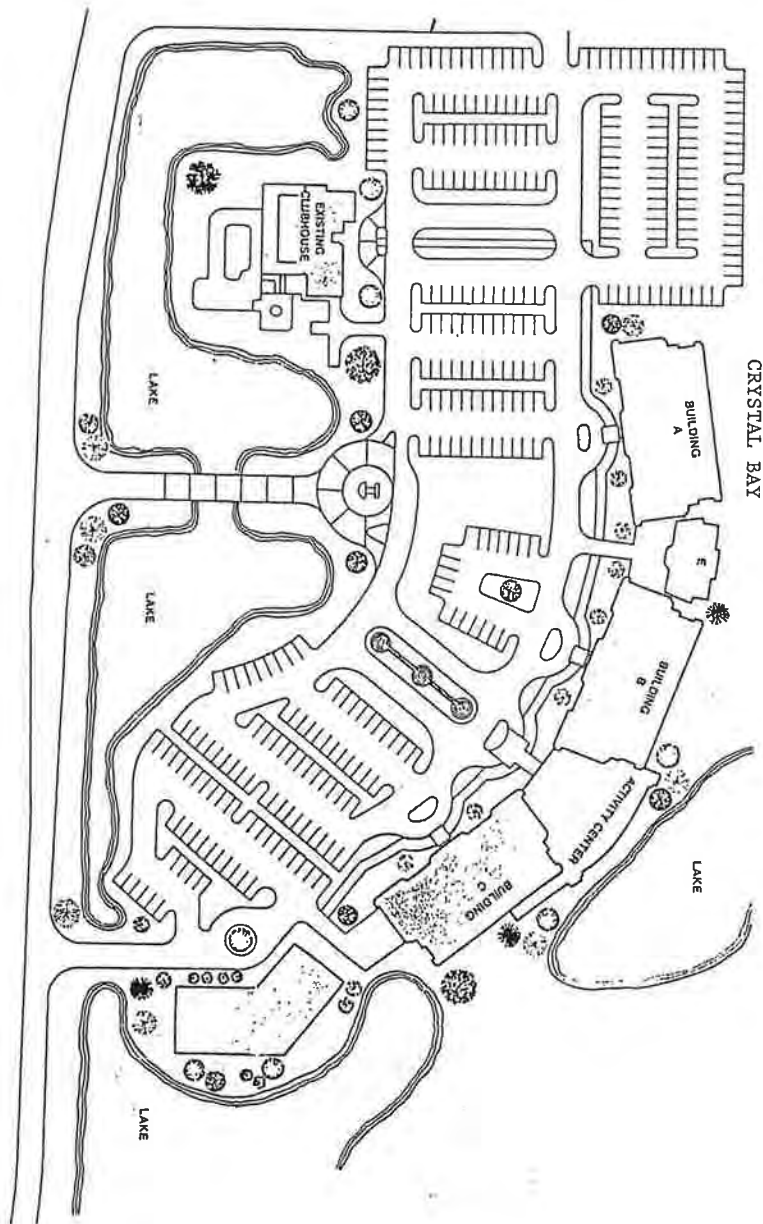
All members and guests are subject to the Pool Rules and Regulations as promulgated in the pool area and as required by the County Department of Health. It is emphasized herewith the use of glass articles of any nature, shape or form are strictly prohibited in the pool and spa area.

- 10. The number of persons authorized to use the pool is limited to 24 persons only.
- 11. Children in diapers are not allowed in the pool
- 12. Children under the age of 12 years must be accompanied by a parent or responsible guardian.
- 13. Any resident, guest or invitee creating a disturbance in the pool or clubhouse will be asked to leave.
- 14. Children under the age of sixteen (16) years in the clubhouse must be supervised by a parent or legal guardian at all times.
- 15. Pool must be heated from October 15th through May 15th at 85 degrees.

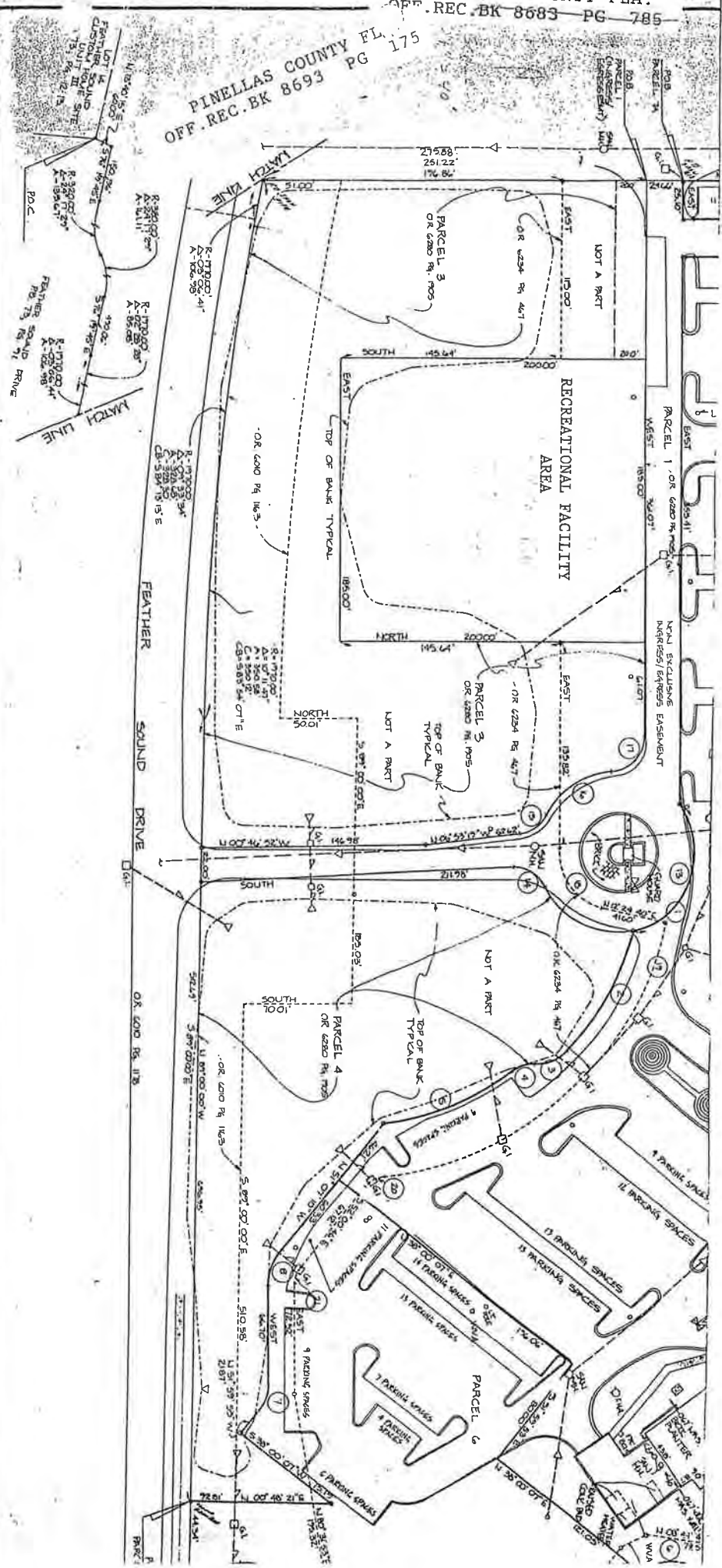
AMERITECH COMMON MANAGE. 727 726-8000
EXT. 247

PINELLAS COUNTY FLA.
OFF. REC. BK 8693 PG 174

PINELLAS COUNTY FLA.
OFF. REC. BK 8683 PG 784



RECREATIONAL FACILITY PLOT PLAN
EXHIBIT "F" TO DECLARATION



	CLIENT	PROJECT	TASK
	THE INTELLIVEST GROUP	CRYSTAL BAY	BOUNDARY AND
	130 ALBERT STREET	AT FEATHER SOUND	TOPOGRAPHIC SURVEY
	SUITE 1500		
OTTAWA, ONTARIO K1P5G4			
ORK REVI 1.3. 2. 3. 4.			

RECREATIONAL
FACILITY
PLOT PLAN

EXHIBIT "F"
TO DECLARATION

INST # 94-168594
JUN 8, 1994 2:13PM

PINELLAS COUNTY FLA.
OFF.REC.BK 8693 PG 176

AFFIDAVIT

STATE OF FLORIDA
COUNTY OF SARASOTA

Before me, the undersigned authority, duly authorized to take acknowledgements and administer oaths, appeared JUDY D. MCLENDON and E. RALPH TIRABASSI, who, after being by me first duly sworn deposes and says:

Affiants were present and witnessed the execution of the Declaration of Condominium of Crystal Bay on May 17, 1994, by P. James Donnelly, as Vice President of Wealth General Partners, Inc., General Partner of Crystal Bay Limited Partnership, an Ontario, Canada Limited Partnership, doing business in Florida as Crystal Bay Limited Partnership-Canada.

That they are familiar with the nature of an oath and with the penalties provided by the laws of the State for falsely swearing to statements made in an instrument of this nature.

Further Affiant sayeth not.

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Judy D. McLendon

JUDY D. MCLENDON
E. Ralph Tirabassi

E. RALPH TIRABASSI

The foregoing affidavit was sworn to (or affirmed) before me on the 6th day of June, 1994, by JUDY D. MCLENDON and E RALPH TIRABASSI.

Nancy L. Fairman

(Name: _____)
Notary Public Nancy L. Fairman
Serial Number (if any): _____
Commission Expiration Date: _____

F:\USERS\JDM\AFF\45147_1

Nancy L. Fairman
Notary Public, State of Florida
My Commission Expires Sept. 25, 1995

Prepared By: FEDX
RECORD AND RETURN TO:
E. RALPH TIRABASSI
FERGUSON, SHUPPER, SHAW, KEYSER,
GARDON & TIRABASSI, P.A.
P.O. Box 5016, Sarasota, Florida 34230

KARLEEN F. DEBLAKER, CLERK
RECORD VERIFIED BY:

INST # 94-168595
JUN 8, 1994 2:13PM

PINELLAS COUNTY FLA.
OFF. REC. BK 8693 PG 177

AMENDMENT TO DECLARATION OF CONDOMINIUM
OF

INST # 94-160882
JUN 2, 1994 1:16PM

CRYSTAL BAY

PINELLAS COUNTY FLA.
OFF. REC. BK 8683 PG 786

Pursuant to the Declaration of Condominium of CRYSTAL BAY, a condominium, recorded in O.R. Book 18683 at Page 1612, Public Records of Pinellas County, Florida, the following amendment to the Declaration of Condominium has been duly enacted (underlining denotes additions):

* Re-recorded in O.R. Book 8693, Page 32

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4.11 Institutional Mortgagee: "Institutional Mortgagees" means national or state banks, national or state savings and loan associations, insurance companies, FHA approved mortgage lenders and mortgage bankers or other first mortgage holder.

Dated 5/17, 1994.

TOTAL 6.00 WITNESSES:

CRYSTAL BAY LIMITED PARTNERSHIP,
a Canadian Limited Partnership
doing business in Florida as
CRYSTAL BAY LIMITED PARTNERSHIP-
CANADA
BY: WEALTH GENERAL PARTNERS, INC.
an Ontario Corporation

By
P. James Donnelly, Vice President
As Developer

Judy D. McLendon
Judy D. McLendon
Stephen B. Keyser
Stephen B. Keyser

STATE OF FLORIDA
COUNTY OF SARASOTA

The foregoing instrument was acknowledged before me on 5/17, 1994 by P. JAMES DONNELLY, as Vice President of WEALTH GENERAL PARTNERS, an Ontario corporation, General Partner of CRYSTAL BAY LIMITED PARTNERSHIP, a Canadian Limited Partnership, doing business in Florida as CRYSTAL BAY LIMITED PARTNERSHIP - CANADA, on behalf of the partnership, who is personally known to me or who has produced *JPD* as identification.

Official Seal
JUDY D. MCLENDON
Notary Public, State of Florida
My comm. expires June 1, 1994
No. CC 017706

Judy D. McLendon
(Name Judy D. McLendon)
Notary Public
Serial Number (if any) _____
Commission Expiration Date _____

KARLEEN F. DEBLAKER, CLERK
RECORD VERIFIED BY: *ee*

THIS INSTRUMENT PREPARED BY
E. RALPH TIRABASSI, ESQ. *Return*
FERGESON SKIPPER, SHAW, KEYSER *FED*
BARON & TIRABASSI, P.A. *X*
PO BOX 3018, SARASOTA, FL 34230
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KARLEEN F. DEBLAKER, CLERK
RECORD VERIFIED BY: _____

CONDOMINIUM PLATS PERTAINING HERETO ARE FILED
IN CONDOMINIUM PLAT BOOK 115 PGS 1 THRU 40
INCLUSIVE.
Ferguson, Inc.
P.O. Box 3018, Sarasota, FL 34230

Duplicate

Certificate of Occupancy

Pinellas County

Department of Building Inspection

This Certificate issued pursuant to the requirements of Section 103.9 of the Standard Building Code certifying that at the time of issuance this structure was in compliance with the various ordinances of the county regulating building construction or use.

OCCUPANCY CLASSIFICATION R TYPE CONSTRUCTION _____ BUILDING PERMIT NO. 1188

MAXIMUM OCCUPANTS/FLOOR _____ ALLOWABLE LOAD/SQ. FT./FLOOR _____

Radice Care, Inc.

Enterprise Building Corporation

OWNER OF BUILDING

CONTRACTOR

BUILDING ADDRESS 2333 Feather Sound Dr., Clearwater Bldg. A (67) Units

DATE April 28, 1988

BUILDING OFFICIAL *Robert J. [Signature]*

POST IN A CONSPICUOUS PLACE

Certificate of Occupancy -

Duplicate

Pinellas County

Department of Building Inspection

This Certificate issued pursuant to the requirements of Section 103.9 of the Standard Building Code certifying that at the time of issuance this structure was in compliance with the various ordinances of the county regulating building construction or use.

OCCUPANCY CLASSIFICATION B/A/R TYPE CONSTRUCTION _____ BUILDING PERMIT NO. 1190

MAXIMUM OCCUPANTS/FLOOR B 134/A 366 ALLOWABLE LOAD/SQ. FT./FLOOR 50/60/40

Radice Care, Inc.

OWNER OF BUILDING

Enterprise Building Corporation

CONTRACTOR

BUILDING ADDRESS 2333 Feather Sound Dr., Clearwater Bldg. B (60) Units

DATE May 10, 1988

BUILDING OFFICIAL *Robert J. [Signature]*

POST IN A CONSPICUOUS PLACE

Certificate of Occupancy -

Duplicate

Pinellas County

Department of Building Inspection

This Certificate issued pursuant to the requirements of Section 103.9 of the Standard Building Code certifying that at the time of issuance this structure was in compliance with the various ordinances of the county regulating building construction or use.

OCCUPANCY CLASSIFICATION R TYPE CONSTRUCTION _____ BUILDING PERMIT NO. 1193

MAXIMUM OCCUPANTS/FLOOR _____ ALLOWABLE LOAD/SQ. FT./FLOOR _____

Radice Care, Inc.

Enterprise Building Corporation

OWNER OF BUILDING

CONTRACTOR

BUILDING ADDRESS 2333 Feather Sound Dr., Clearwater Bldg. C (60) Units

DATE May 10, 1988

BUILDING OFFICIAL *Robert A. [Signature]*

POST IN A CONSPICUOUS PLACE

Certificate of Occupancy

Duplicate

Pinellas County

Department of Building Inspection

This Certificate issued pursuant to the requirements of Section 103.9 of the Standard Building Code certifying that at the time of issuance this structure was in compliance with the various ordinances of the county regulating building construction or use.

OCCUPANCY CLASSIFICATION R TYPE CONSTRUCTION _____ BUILDING PERMIT NO. 1194

MAXIMUM OCCUPANTS/FLOOR _____ ALLOWABLE LOAD/SQ. FT./FLOOR _____

Radice Care, Inc.

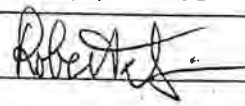
Enterprise Building Corporation

OWNER OF BUILDING

CONTRACTOR

BUILDING ADDRESS 2333 Feather Sound Dr., Clearwater Bldg. E (6) Units

DATE May 10, 1988

BUILDING OFFICIAL 

POST IN A CONSPICUOUS PLACE

enw

Prepared By and Return to:
Michael J. Brudny, Esquire
Brudny & Rabin, P.A.
4830 W Kennedy Blvd, Suite 085
Tampa, Florida 33609

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KARLEEN F. DE BLAKER, CLERK OF COURT
PINELLAS COUNTY, FLORIDA

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**CERTIFICATE OF AMENDMENT TO ARTICLES OF INCORPORATION
 AND TO BY-LAWS OF
 CRYSTAL BAY CONDOMINIUM ASSOCIATION, INC.
 AND TO DECLARATION OF CONDOMINIUM OF
 CRYSTAL BAY A CONDOMINIUM**

This is to certify that at a duly called meeting of the members of Crystal Bay Condominium Association, Inc. (the "Association") held on April 11, 2000, in accordance with the requirements of the applicable Florida Statutes and the condominium documents, the Amendments to Articles III and VI of the Articles of Incorporation; Article 10.3 of the Declaration; and Article 2.4 of the By-Laws of Crystal Bay Condominium Association, Inc., attached hereto as Exhibit A, were duly adopted by the membership. The Declaration of Condominium for Crystal Bay, a Condominium was originally recorded in Official Records Book 8693, Page 125, Public Records of Pinellas County, Florida.

IN WITNESS WHEREOF, CRYSTAL BAY CONDOMINIUM ASSOCIATION, INC., has caused this instrument to be signed by its duly authorized officer on this 25th day of August, 2000.

CRYSTAL BAY CONDOMINIUM
ASSOCIATION, INC.

By: [Signature]
Robert Hickey, President

[Signature]
Signature of Witness #1
THOMAS GRIFFIN
Printed Name of Witness #1

[Signature]
Signature of Witness #2
JORDAN SUZUKI
Printed Name of Witness #2

_____)
_____)

The foregoing instrument was acknowledged before me this 20th day of AUGUST, 2000, by Robert Hickey, as President of CRYSTAL BAY CONDOMINIUM ASSOCIATION, INC., on behalf of the corporation, who acknowledged that he executed this document on behalf of the corporation. He is personally known to me or has produced _____ as identification. dh

[Signature]
Notary Public
JAMES L. ANDERSON
Printed Name

00-901734 OCT-4-2000 11:59AM
PINELLAS CO BK 11075 PG 454

**ADOPTED AMENDMENTS TO ARTICLES OF INCORPORATION
AND TO BY-LAWS OF
CRYSTAL BAY CONDOMINIUM ASSOCIATION, INC.,
AND TO DECLARATION OF CONDOMINIUM OF
CRYSTAL BAY, A CONDOMINIUM**

Item No. 1: Article VI of the Articles of Incorporation, as recorded at Official Records Book 8693, Page 116, Public Records of Pinellas County, are hereby amended to read as follows

**ARTICLE VI
DIRECTORS**

A. Notwithstanding any provisions in the By-Laws to the contrary, the affairs and property of the Association shall be managed and governed by a Board of Directors ("Board of Directors") composed of five (5) persons ("Directors").

B. Directors shall be elected by the Members in connection with the regular annual meetings of the membership of the Association. At the election in the year 2001, the three persons elected with the highest number of votes shall be elected for terms of two years each, and the other two directors will serve for a term of one year each. Beginning in the year 2001, either two or three directors will be elected each year as the terms expire, and all directors shall be elected for terms of two years each as of that date.

Item No. 2: Article III of the Articles of Incorporation, as recorded at Official Records Book 8693, Page 116, Public Records of Pinellas County, are hereby amended to read as follows:

**ARTICLE III
POWERS**

The Association shall have all of the condominium law and statutory powers of an Association not for profit and all of the powers and duties set forth in said Condominium Act, the Declaration of Condominium of Crystal Bay, a Condominium, as amended from time to time, and the Bylaws of the Association provided said powers and duties are not inconsistent with the Condominium Act. Additionally, the Association will have the authority and duty to enter a contract and lease agreement with a company to manage the rental pool operations at the Condominium. The space to be leased to such company, at fair market value as determined by the Board of Directors, is the office space adjacent to the lobby in Building C of the Condominium. If a different company is providing management services for the Association, then such space will be shared. The company to be used for the rental pool operations is to be selected based upon a majority vote, by separate ballot, of those persons participating in the voting and who are also participating in the rental pool operations at that time. The term of the contract and lease will also be the subject of a vote on such ballot, with the term of the agreements to be for one, two or three years. The first balloting procedure is to take place in connection with the annual meeting in 2001, and this procedure will be continued in the future as needed for future decisions relating to rental pool management. The only common expense of the Condominium Association in connection with the rental

Condominium Association in connection with the rental pool operations will be those incidental expenses incurred in connection with the contract and lease agreement, it being the intent that the rental pool participants otherwise will be responsible for management and other costs and fees relating to the rental pool. A majority of rental pool participants may designate by written ballot at any time a committee, or one or more representatives, who are authorized to act on their behalf in regard to dealings with management and the Association in connection with rental pool operations.

Item No. 4: Article 2.4 of the By-Laws is hereby amended to read as follows:

**ARTICLE II
MEMBERSHIP**

2.4 Designation of Voting representative: If a unit is owned by one person, his right to vote shall be established by the record title to his unit. If the unit is owned by more than one person, the owners will determine among themselves who will cast the vote on behalf of such unit, and any owner may vote on behalf of the unit, unless conflicting votes are attempted to be cast by two or more owners of a unit, in which case the unit's vote will be disregarded. If a unit is owned by a corporation, the person entitled to cast the vote for the unit shall be the President or Vice President.

END OF ADOPTED AMENDMENTS

357/certamdocs0.59

Exhibit "A" to Certificate of Amendment