

LAW OFFICES OF  
**CIANFRONE & De FURIO**  
*A Partnership of Professional Associations*  
1964 Bayshore Boulevard  
Dunedin, Florida 34698

Joseph R. Cianfrone, P.A.  
James R. De Furio, P.A.

Michael J. VanDerZee, Esq.  
Stephan C. Nikoloff, Esq.

*Pinewood D* (727) 738-1100  
*for* (727) 733-2154  
Fax (727) 733-0042  
**RECEIVED**  
JAN 22 2009  
**REGISTERED**

January 20, 2009

**VIA E-MAIL** (bweseman@resourcepropertymgmt.com)  
**AND FIRST CLASS MAIL**

Board of Directors  
Pinewood Village Condominium Association, Inc.  
c/o Resource Property Management  
28100 US Hwy 19 North, Suite 305  
Clearwater, FL 33761

**Re: Governing Documents**

Dear Board Members:

Enclosed please find a complete set of documents, with all amendments, which we obtained from Attorneys' Title on behalf of the Association, as requested.

If you have any questions, please do not hesitate to call.

Sincerely,

JOSEPH R. CIANFRONE, P.A.

*[Signature]*  
Joseph R. Cianfrone

JRC:sms  
Enclosures

*HomeWisdocs,*  
*Please return*  
*when finished*  
*BR*

RECORDED  
CLERK OF THE CIRCUIT COURT  
JAN 23 8 40 AM '78

78009872

1.46-18-MDL 294

MH  
01 Cash 11 Chg  
40 Rec 21400  
41 SI  
42 Sur  
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To 21400

DECLARATION  
FOR  
THE CREATION AND ESTABLISHMENT OF  
PINEWOOD VILLAGE CONDOMINIUM  
(Pursuant to the Condominium Act)

ARTICLE I

Submission Statement

The undersigned U. S. HOME CORPORATION, a Delaware corporation (herein "Developer") hereby submits the condominium property, as same is hereinafter described, to condominium ownership.

ARTICLE II

Name

The name by which this condominium is to be identified is  
PINEWOOD VILLAGE CONDOMINIUM.

ARTICLE III

Legal Description of Land Included

The legal description of the land initially included in this condominium is as set forth on Sheet 2 of Exhibit "D" attached hereto and made a part hereof under the heading DESCRIPTION OF LANDS INCLUDED IN PHASE I.

ARTICLE IV

Identification of Units

The units of this condominium are identified by number pursuant to, and as shown on Sheet 3 of Exhibit "D" attached hereto and made a part hereof.

Condominium Plats pertaining hereto are filed in Condominium Plat Book 27 pages 5, 6, 7 & 8.

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EXHIBIT "A"

Hold for US Home  
1437 So. Belcher Rd, Suite 307  
Clearwater, Fla 33516

ARTICLE V

Survey, Plot Plan and Graphic  
Description of Improvements

Exhibit "D" attached hereto and made a part hereof, and consisting of 4 sheets, contains all information, matters and things as are required by F. S. A. 718.104(4)(e). The condominium plat for this condominium is recorded in Condominium Book 27 at pages 5 through 8, inclusive, of the Public Records of Pinellas County, Florida.

ARTICLE VI

Phase Condominium

PINEWOOD VILLAGE CONDOMINIUM is a phase condominium. All the land which may become part of the condominium is legally described on Sheet 1 of Exhibit "D" hereof under the heading DESCRIPTION OF ALL LAND THAT MAY BECOME PART OF PINEWOOD VILLAGE CONDOMINIUM.

The phases which are submitted to condominium ownership herein or which may become part of the condominium are Phases I through VI inclusive. Each respective phase is legally described on Sheet 2 of Exhibit "D" hereof and is as shown on plot plan and survey being Sheet 3 of Exhibit "D". Phase I is the initial phase being submitted to condominium ownership herein. Phases II, III, IV, V and VI may be added in numerical sequence by the recording of an amendment to the Declaration for each successive phase upon the improvements being substantially complete as required by Section 718.104(4)(e) of the Condominium Act. The amendment shall be executed solely by Developer and shall not require the joinder or consent of the Association or unit owners.

A certificate of a surveyor certifying that the improvements to each phase as added, is substantially complete as required by the condominium act, shall be attached to each amendment.

The time period within which each respective phase must be completed is as follows:

Phase I - on or before March 1, 1978

Phase II - on or before March 1, 1979

Phase III - on or before March 1, 1980

Phase IV - on or before March 1, 1981

Phase V - on or before March 1, 1982

Phase VI - on or before March 1, 1983

The respective phases contain the number of units following:

Phase I - 19 units; Phase II - 22 units; Phase III - 13 units; Phase IV - 17 units; Phase V - 20 units; Phase VI - 20 units. If one or more phases are not built, the units which are built shall be entitled to 100 per cent ownership of all common elements within the phases actually developed and added as a part of the condominium in the manner provided for hereinabove. The recreation area and other facilities as described herein shall remain the same whether or not other phases are added. Developer shall notify owners of existing units of the commencement of or decision not to add one or more additional phases. Notice shall be by certified mail addressed to each owner at the address of his unit or at the last known address.

The primary impact which the completion of subsequent phases will have upon the initial phase, to-wit: Phase I, is:

1. The total number of units in the condominium shall be increased by the number of units in each subsequent phase added.
2. The budgeted sums for the payment of common expenses will increase proportionately upon additional phases being added. However, the percentage of sharing common expenses and owning common surplus will decrease correspondingly after each phase is added as shown in Article VIII hereof.
3. The common elements will be enlarged and each unit's percentage of ownership therein will decrease as shown in Article VII hereof.
4. Such additional impact, if any, as hereinafter noted herein.

Percentage of Undivided Shares in the  
Common Elements Appurtenant to Each Unit

The percentages of undivided shares in the common elements appurtenant to each unit in Phase I and each unit in the condominium as each phase is added is as follows:

Percentage of Interest in Common Elements of Phase I  
and After Each Phase is Added

Unit Number	Phase I	Phase II	Phase III	Phase IV	Phase V	Phase VI
101	0.10270	2.83174	2.15202	.0163893	.0127548	.0104478
102	5.86118	2.82210	1.99278	.0151579	.0118109	.0098747
103	4.21091	1.95390	1.48490	.0112949	.0088008	.0072090
104	4.21091	1.95390	1.48490	.0112949	.0088008	.0072090
105	4.21091	1.95390	1.48490	.0112949	.0088008	.0072090
106	5.86116	2.82219	1.99278	.0151579	.0118109	.0098747
107	6.10278	2.83173	2.15202	.0163893	.0127548	.0104478
201	8.10278	2.83174	2.15202	.0163893	.0127548	.0104478
202	5.86118	2.82219	1.99278	.0151579	.0118109	.0098747
203	4.21091	1.95390	1.48490	.0112949	.0088008	.0072090
204	4.21091	1.95390	1.48490	.0112949	.0088008	.0072090
205	5.86118	2.82219	1.99278	.0151579	.0118109	.0098747
208	6.10278	2.83173	2.15202	.0163893	.0127548	.0104478
301	8.10278	2.83174	2.15202	.0163893	.0127548	.0104478
302	5.86118	2.82219	1.99278	.0151579	.0118109	.0098747
303	4.21091	1.95390	1.48490	.0112949	.0088008	.0072090
304	4.21091	1.95390	1.48490	.0112949	.0088008	.0072090
305	5.86118	2.82219	1.99278	.0151579	.0118109	.0098747
308	6.10277	2.83173	2.15202	.0163893	.0127548	.0104478
401		2.83174	2.15202	.0163893	.0127548	.0104478
402		2.82210	1.99278	.0151579	.0118109	.0098747
403		1.95390	1.48490	.0112949	.0088008	.0072090
404		1.95390	1.48490	.0112949	.0088008	.0072090
405		2.82219	1.99278	.0151579	.0118109	.0098747
408		2.83173	2.15202	.0163893	.0127548	.0104478
501		2.83174	2.15202	.0163893	.0127548	.0104478
502		2.82219	1.99278	.0151579	.0118109	.0098747
503		2.82219	1.99278	.0151579	.0118109	.0098747
504		1.95390	1.48490	.0112949	.0088008	.0072090
505		1.95390	1.48490	.0112949	.0088008	.0072090
508		1.95390	1.48490	.0112949	.0088008	.0072090
507		2.82219	1.99278	.0151579	.0118109	.0098748
508		2.83174	2.15202	.0163893	.0127548	.0104478
801		2.83174	2.15202	.0163893	.0127548	.0104478
802		2.82219	1.99278	.0151579	.0118109	.0098748
803		2.82219	1.99278	.0151579	.0118109	.0098748
804		1.95390	1.48490	.0112949	.0088008	.0072090
805		1.95390	1.48490	.0112949	.0088008	.0072090
806		1.95390	1.48490	.0112949	.0088008	.0072090
807		2.82219	1.99278	.0151579	.0118109	.0098748
808		2.83174	2.15202	.0163893	.0127548	.0104478
1501			2.15202	.0163893	.0127548	.0104478
1502			1.99278	.0151579	.0118109	.0098748
1503			1.48490	.0112949	.0088008	.0072090
1504			1.48490	.0112949	.0088008	.0072090
1505			1.99278	.0151579	.0118109	.0098748
1508			2.15202	.0163893	.0127548	.0104478
1801			2.15202	.0163893	.0127548	.0104478
1802			1.99278	.0151579	.0118109	.0098748
1803			1.48490	.0112948	.0088008	.0072090
1804			1.48490	.0112948	.0088008	.0072090
1805			1.48490	.0112948	.0088008	.0072090
1808			1.99278	.0151579	.0118109	.0098748
1807			2.15202	.0163893	.0127548	.0104478

<u>Unit Number</u>	<u>Phase I</u>	<u>Phase II</u>	<u>Phase III</u>	<u>Phase IV</u>	<u>Phase V</u>	<u>Phase VI</u>
701				.0163883	.0127548	.0104478
702				.0151579	.0118109	.0098748
703				.0151579	.0118109	.0098748
704				.0112948	.0088008	.0072090
705				.0112948	.0088008	.0072090
708				.0112948	.0088008	.0072090
707				.0151579	.0118109	.0098748
709				.0163883	.0127548	.0104478
801				.0163883	.0127548	.0104478
802				.0151579	.0118109	.0098748
803				.0151579	.0118109	.0098748
804				.0112948	.0088008	.0072090
805				.0112948	.0088008	.0072090
806				.0112948	.0088008	.0072090
807				.0151579	.0118109	.0098748
808				.0151579	.0118109	.0098748
809				.0163883	.0127548	.0104478
901					.0127548	.0104478
902					.0118109	.0098748
903					.0088008	.0072090
904					.0088008	.0072090
905					.0118109	.0098748
908					.0127548	.0104478
1001					.0127548	.0104478
1002					.0118109	.0098748
1003					.0118109	.0098748
1004					.0088008	.0072090
1005					.0088008	.0072090
1008					.0088008	.0072090
1007					.0118109	.0098748
1008					.0127548	.0104478
1101					.0127548	.0104478
1102					.0118109	.0098748
1103					.0088008	.0072090
1104					.0088008	.0072090
1105					.0118109	.0098748
1108					.0127548	.0104478
1201						.0104478
1202						.0098748
1203						.0072090
1204						.0072090
1205						.0098748
1208						.0104478
1301						.0104478
1302						.0098748
1303						.0098748
1304						.0072090
1305						.0072090
1306						.0072090
1307						.0098748
1308						.0104478
1401						.0104478
1402						.0098748
1403						.0098748
1404						.0072090
1405						.0072090
1408						.0098748
						.0104478

Percentages and Manner of Sharing Common Expenses and Owning Common Surplus

Each unit owner shall share that percentage of the common expenses, and own that percentage of common surplus as is hereby attributed to the respective units, to-wit:

Percentage of Common Expenses and Surplus Attributed to Each Unit in Phase I and Each Unit in the Condominium as each Phase is Added

Unit Number	Phase I	Phase II	Phase III	Phase IV	Phase V	Phase VI
1 01	8.10278	2.83174	2.15202	.0183893	.0127548	.0104478
1 02	5.85118	2.82219	1.99278	.0151579	.0118109	.0098747
1 03	4.21091	1.95390	1.48490	.0112949	.0088008	.0072090
1 04	4.21091	1.95390	1.48490	.0112949	.0088008	.0072090
1 05	4.21091	1.95390	1.48490	.0112949	.0088008	.0072090
1 06	5.85118	2.82219	1.99278	.0151579	.0118109	.0098747
1 07	8.10278	2.83173	2.15202	.0183693	.0127548	.0104478
2 01	8.10278	2.83174	2.15202	.0183803	.0127548	.0104478
2 02	5.85118	2.82219	1.99278	.0151579	.0118109	.0098747
2 03	4.21091	1.95390	1.48490	.0112949	.0088008	.0072090
2 04	4.21091	1.95390	1.48490	.0112949	.0088008	.0072090
2 05	5.85118	2.82219	1.99278	.0151579	.0118109	.0098747
2 06	8.10278	2.83173	2.15202	.0183693	.0127548	.0104478
3 01	8.10278	2.83174	2.15202	.0183693	.0127548	.0104478
3 02	5.85118	2.82219	1.99278	.0151579	.0118109	.0098747
3 03	4.21091	1.95390	1.48490	.0112949	.0088008	.0072090
3 04	4.21091	1.95390	1.48490	.0112949	.0088008	.0072090
3 05	5.85118	2.82219	1.99278	.0151579	.0118109	.0098747
3 06	6.10277	2.83173	2.15202	.0183693	.0127548	.0104478
4 01		2.83174	2.15202	.0183693	.0127548	.0104478
4 02		2.82219	1.99278	.0151579	.0118109	.0098747
4 03		1.95390	1.48490	.0112949	.0088008	.0072090
4 04		1.95390	1.48490	.0112949	.0088008	.0072090
4 05		2.82219	1.99278	.0151579	.0118109	.0098747
4 06		2.83173	2.15202	.0183693	.0127548	.0104478
5 01		2.83174	2.15202	.0183693	.0127548	.0104478
5 02		2.82219	1.99278	.0151579	.0118109	.0098747
5 03		2.82219	1.99278	.0151579	.0118109	.0098747
5 04		1.95390	1.48490	.0112949	.0088008	.0072090
5 05		1.95390	1.48490	.0112949	.0088008	.0072090
5 06		1.95390	1.48490	.0112949	.0088008	.0072090
5 07		2.82219	1.99278	.0151579	.0118109	.0098748
5 08		2.83174	2.15202	.0183803	.0127548	.0104478
6 01		2.83174	2.15202	.0183693	.0127548	.0104478
6 02		2.82219	1.99278	.0151579	.0118109	.0098748
6 03		2.82219	1.99278	.0151579	.0118109	.0098748
6 04		1.95390	1.48490	.0112949	.0088008	.0072090
6 05		1.95390	1.48490	.0112949	.0088008	.0072090
6 06		1.95390	1.48490	.0112949	.0088008	.0072090
6 07		2.82219	1.99278	.0151579	.0118109	.0098748
6 08		2.83174	2.15202	.0183693	.0127548	.0104478
15 01			2.15202	.0183693	.0127548	.0104478
15 02			1.99278	.0151579	.0118109	.0098748
15 03			1.48490	.0112949	.0088008	.0072090
15 04			1.48490	.0112949	.0088008	.0072090
15 05			1.99278	.0151579	.0118109	.0098748
15 06			2.15202	.0183693	.0127548	.0104478
16 01			2.15202	.0183693	.0127548	.0104478
16 02			1.99278	.0151579	.0118109	.0098740
16 03			1.48490	.0112949	.0088008	.0072090
16 04			1.48490	.0112949	.0088008	.0072090
16 05			1.48490	.0112949	.0088008	.0072090
16 06			1.99278	.0151579	.0118109	.0098748
16 07			2.15202	.0183693	.0127548	.0104478

Unit Number	Phase I	Phase II	Phase III	Phase IV	Phase V	Phase VI
701				.0183693	.0127548	.0104478
702				.0151579	.0118109	.0098748
703				.0151579	.0118100	.0008748
704				.0112948	.0088008	.0072090
705				.0112948	.0088008	.0072090
706				.0112948	.0088008	.0072000
707				.0151578	.0118109	.0098748
708				.0103803	.0127548	.0104478
801				.0183693	.0127548	.0104478
802				.0151579	.0118109	.0098748
803				.0151579	.0118100	.0098748
804				.0112948	.0088008	.0072090
805				.0112948	.0088008	.0072090
806				.0112948	.0088008	.0072090
807				.0151579	.0110109	.0098748
808				.0151579	.0118109	.0098748
809				.0183693	.0127548	.0104478
901					.0127548	.0104478
902					.0118109	.0098748
903					.0088008	.0072090
904					.0088008	.0072090
905					.0118109	.0098748
908					.0127548	.0104478
1001					.0127548	.0104478
1002					.0118109	.0098748
1003					.0118109	.0098748
1004					.0088008	.0072090
1005					.0088008	.0072000
1008					.0088008	.0072090
1007					.0118109	.0098748
1008					.0127548	.0104478
1101					.0127548	.0104478
1102					.0118109	.0098748
1103					.0088008	.0072090
1104					.0088008	.0072090
1105					.0118109	.0098748
1106					.0127548	.0104478
1201						.0104478
1202						.0098748
1203						.0072090
1204						.0072090
1205						.0088748
1208						.0104478
1301						.0104478
1302						.0098748
1303						.0098748
1304						.0072090
1305						.0072090
1308						.0072090
1307						.0098748
1308						.0104478
1401						.0104478
1402						.0098748
1403						.0072090
1404						.0072090
1405						.0098748
1406						.0104478



ARTICLE IX

Voting Rights

There is hereby allocated one (1) vote to each of the condominium parcels. Each vote shall be cast by the respective unit owner. In the event a unit shall be owned by more than one owner, the total owners of such unit shall collectively be entitled to cast the only vote attributed to such unit. Voting may be made by proxy in accordance with the provisions of the By-Laws of the Condominium Association.

ARTICLE X

Amendments

Section 1. This Declaration (except as otherwise provided herein) may be amended, at any regular or special meeting of unit owners called and noticed in accordance with the By-Laws, by an affirmative vote of 75% of the unit owners present and voting.

This Declaration may also be amended by the joinder and consent of seventy-five (75%) per cent of the unit owners to any amendment or amendments proposed in writing by a majority vote of the directors as evidenced by the execution of the said proposed amendment by at least seventy five (75%) per cent of all of the unit owners of the condominium.

Section 2. The above provisions, however, shall not apply to any amendment attempting to change: (a) any condominium parcel, (b) voting rights, (c) percentages of sharing common expenses and owning common surplus, (d) any provisions pertaining to phase condominium, or (e) any provision contained herein pertaining to termination. In order to change any of the foregoing by amendment or otherwise, the affirmative vote and/or consent of all unit owners, together with the joinder of all record owners of liens, in the execution of any such amendment, shall be required. The consent of the Developer shall additionally be required as to any amendment attempting to change provisions pertaining to phase condominium.

Notwithstanding the foregoing, and the provisions of subparagraph (1) hereof, any amendments of the Declaration, or of the By-Laws attached hereto,

which in any way alters, changes, limits, diminishes, or otherwise affects any institutional mortgagee's position, right or equity as mortgagee of any condominium parcel, shall require the joinder of said institutional mortgages in order to become effective.

Section 3. All amendments shall be recorded as required by law.

ARTICLE XI

Association

The name of the Association responsible for the operation of this Condominium is PINEWOOD VILLAGE CONDOMINIUM ASSOCIATION, INC., a corporation not for profit under the laws of the State of Florida. A copy of the Articles of Incorporation of the Association are attached hereto as Exhibit "B" and made a part hereof, and may be amended only in the manner provided for in said Articles of Incorporation.

ARTICLE XII

By-Laws

The By-Laws of the Association are set forth in Exhibit "C" attached hereto and made a part hereof and may be amended only in the manner provided for in said By-Laws.

ARTICLE XIII

Assessments

Moneys or funds for the payment of common expenses shall be assessed against unit owners in the percentage of their common expenses provided herein, and shall be determined, levied, collected, held and disbursed all as provided in the Condominium Act. The Association shall have a lien on each condominium parcel for any unpaid assessments, as provided by the Condominium Act, which lien shall also secure reasonable attorney's fees incurred by the Association incident to the collection of any such assessment or enforcement of such lien.

In connection with the foreclosure of a lien against a unit owner, such unit owner shall be required to pay a reasonable rental (as determined by the Directors) for the condominium parcel, and the Association shall be entitled to the appointment of a receiver to collect same.

ARTICLE XIV

Termination

The unit owners may remove the condominium property from the provisions of the Condominium Act in the manner provided by said Condominium Act, and pursuant to the provisions thereof. The Condominium further may be terminated by the affirmative vote of seventy-five (75%) per cent of the unit owners, as authorized and provided in Article XIV herein.

ARTICLE XV

Insurance

The Association, through its Board of Directors, shall purchase an insurance policy insuring the building and improvements erected upon the property, all fixtures and personal property owned in common by the unit owners, against loss or damage by fire and hazards covered by windstorm and extended coverage endorsement; such policy shall be in an amount which shall be equal to the maximum insurable replacement value as determined annually by the insurance carrier, or by the Directors of the Association in the event the carrier fails or refuses to make such determination. The Association shall, if the condominium property be placed in a designated flood area as identified by HUD pursuant to Flood Disaster Protection Act of 1973, obtain the maximum flood insurance provided for by said Act, or in any amount equal to the value of the building if the value of the building is less than the maximum permitted by such Act. The policies shall be purchased in the name of the Association for the benefit of the Association, the unit owners and their mortgagees, as their interests may appear; and provisions shall be made for the issuance of mortgagee endorsements to the mortgagees of the respective units.

In the event of loss, the Association shall use the net insurance proceeds to repair and replace damage to real or personal property covered by the policy, with any excess to be payable to the unit owners or their

mortgagees, as their interests may appear. Any reconstruction, repair or replacement shall be in accordance with the plans and specifications as finally amended, on file with the Building Department of the Governmental Agency having jurisdiction thereover.

If the insurance proceeds are insufficient to cover the loss, the Association shall levy an assessment against the unit owners in accordance with this Declaration to cover any deficiency.

In the event the common elements are totally destroyed or damaged, or in the event that said common elements are damaged or destroyed in excess of fifty (50%) per cent of their then value, the common elements shall nevertheless be rebuilt as heretofore provided, unless seventy-five (75%) per cent of all unit owners shall elect within thirty (30) days not to rebuild, in which event the Condominium shall be terminated, and the insurance proceeds shall be disbursed to the unit owners and their mortgagees, as their interests may appear.

In addition to the above and foregoing insurance, the Association, through its Board of Directors, shall purchase and keep in effect policies of insurance generally known as public liability policies and/or landowner, landlord and tenant policies insuring the Association and its members against all claims and demands made by any person or persons, whomsoever for injuries received in connection with the use, operation or maintenance of the condominium property, buildings and improvements, to the extent of not less than \$300,000.00 to cover the claim or damage for personal and/or bodily injuries from any single, specific cause, to any one person, and to the extent of not less than \$500,000.00 to cover in connection with any one particular accident or occurrence, the total aggregate of any claims for personal and/or bodily injuries that may arise or be claimed to have arisen against the Association and its members as aforesaid. Said insurance shall also provide for \$50,000.00 property damage insurance. All policies of insurance required herein shall be endorsed to cover and include each additional phase as added.

The Association further shall, if required by State Laws, carry

a Workmen's Compensation Insurance Policy, which policy will comply with the requirements of the laws of the State of Florida.

The Association, upon the majority vote of the Directors, may provide and keep insurance for the protection of its Directors.

All insured premiums shall be included and treated as a common expense.

#### ARTICLE XVI

##### Common Elements

The common elements shall include the land in each phase included herein or as added and all improvements thereto which are not included within the units, together with such other items as are set forth in the Condominium Act. Unit owners, for purposes of maintenance, shall be deemed to own the inner decorated and/or finished surfaces of the perimeter walls, floors and ceilings, together with the walls and partitions contained within the perimeter boundaries of the owners' respective units, including plaster, paint, wallpaper, carpeting, etc., but shall not be deemed to own any portion of those items defined as common elements by the Condominium Act. No material alteration or substantial additions to the common elements except for the adding of additional phases as provided herein shall be made except upon the affirmative vote of seventy-five (75%) of the unit owners.

##### Limited Common Elements

Limited Common Elements mean and include those common elements which are reserved for the use of a certain unit or units to the exclusion of other units.

Assigned parking spaces are declared to be Limited Common Elements. Each unit owner shall have the exclusive use of the parking space numbered the same as the unit owner's unit, all as set forth on Sheet 3 of Exhibit "D" hereof.

#### ARTICLE XVIII

##### Additional Parking

The parking spaces containing the letter "G" as shown on Sheet 3 of Exhibit "D" hereof, constitute part of the common elements as heretofore defined and shall be used in common by the unit owners and their guests and invitees pursuant to reasonable rules and regulations to be adopted from time to time by the Association.

ARTICLE XIX

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Restrictions

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

Section 1. No unit shall be used for any purpose than as and for a single-family residence or dwelling.

Section 2. All unit owners shall keep and maintain the interior of their respective units in good condition and repair, including all appliances, the entire air conditioning system (compressor, ducts, vents, etc.) servicing the respective owners' apartments, whether inside or outside owners' apartments, the unit's electrical system and water lines and fixtures within the unit.

Section 3. No unit owner shall cause any signs of any nature whatsoever to be posted or affixed to any of the common elements, limited common elements, or in his respective unit if such sign may be seen from any portion of the common elements; except for nameplates which shall be uniform in size and design, and approved by the Board of Directors.

Section 4. No pets shall be permitted in any of the units or on the common elements other than one cat per unit, birds (such as canaries or parakeets) and fish (such as goldfish and tropical varieties). However, a dog owned by a unit owner at time of purchase of the unit may be kept as a pet but may not be replaced when it dies; such pets may be walked only in designated "pet walking areas" established by the board of directors of the Condominium. No pets shall be raised for commercial purposes, nor shall any pet be allowed to disturb or create a nuisance to other unit owners.

Section 5. Unit owners, their families, guests, invitees, or lessees shall in no way damage or mar, or make any alteration, repair or replacement, or change, in or to the common elements or limited common elements, and shall be liable for damages therefor.

Section 6. All common areas shall be kept free for their intended use by the unit owners in common, and shall in no event be used as storage areas by the individual unit owners, either on a temporary or permanent basis.

Section 7. No clothing, bedding, or other similar items, shall be dried or aired in any outdoor area.

Section 8. All garbage or trash shall be placed in the disposal installations designated for such purpose by the Association.

Section 9. All occupants of units shall exercise extreme care about making noises, or the use of musical instruments, radios, televisions and amplifiers, that may tend to disturb other occupants.

Section 10. No occupant shall play upon, or suffer to be played upon, any musical instrument, or permit to be operated, a phonograph or radio loudspeaker in such occupant's unit between the hours of 11:00 o'clock p. m. and the following 9:00 o'clock a. m., if the same disturb or annoy other occupants of the building; and in no event shall either vocal or instrumental music be practiced for more than two hours in any day, or between the hours of 8:00 o'clock p. m. and the following 9:00 o'clock a. m.; nor shall an occupant commit or permit any nuisance, or immoral or illegal act in his unit, or in the common elements.

Section 11. No unit owner, or approved lessee of a unit owner shall permit any child under the age of sixteen (16) years to reside in any of the units, except as otherwise provided herein.

Section 12. No one-Bedroom unit in the Condominium shall be permanently occupied by more than two individuals, and no two-bedroom unit shall be permanently occupied at any time by more than four individuals, except as otherwise provided herein.

Section 13. Unit owners, or unit owners' approved lessees, shall be permitted to have visitor occupants of any age for up to three weeks during any six-month period, or a maximum of six weeks in any twelve-month period; provided that at no time shall any one-bedroom unit be occupied by more than five individuals nor any two-bedroom unit by more than six individuals. The six-month periods shall commence on the date of filing of the Declaration.

Section 14. Unit owners and their guests may not keep, maintain or operate motor bikes, mini bikes, motor scooters, or any other similar type of motor vehicle within The Project, as shown and legally described on Exhibit "D" attached hereto.

Section 15. No motor vehicles other than regular passenger automobiles, pickup and light van-type trucks shall be permitted to park in the condominium property other than for the time needed for pickup and delivery. Large recreational vehicles, boats and/or boat trailers may not be parked in parking spaces in the condominium or on the common elements of the condominium.

Section 16. No unit owner shall make any alteration, or do any work, within his respective unit unless approval therefore first be given by the Board of Directors, which approval shall not be unreasonably withheld unless the work, improvement, or addition would tend to jeopardize the safety or soundness of the common elements, or the aesthetics of the building, or would in any way impair easements.

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



In the event a unit owner is in violation of the terms and provisions in any of the restrictions, and after notification by the Board of Directors, continues to violate such regulations, then in the event it be necessary that the Directors bring a legal proceeding for the enforcement of and or the abatement, as the case may be, of any provision of the restrictive covenants, then in such event the unit owner shall pay for the costs and expenses for such legal proceedings by the Association, provided that the Association has been successful in such litigation.

ARTICLE XX

Transfer of Condominium Parcels.

Section 1 - SALES. Prior to the sale or transfer of a condominium parcel, any unit owner desiring to sell or transfer his condominium parcel shall first submit the name of the proposed purchaser, and the contract of sale to the Board of Directors for their approval, or disapproval, which shall be given within ten (10) days from the date of the submission of the contract of sale. If approved, the approval by the Board shall be in writing and executed in such manner as to entitle it to be recorded in the Public Records of Pinellas County, Florida.

If neither approved nor disapproved within ten (10) days, the transfer shall be deemed to have been approved by the Directors.

If the transfer be disapproved, the Directors shall have twenty (20) days from date of disapproval within which to purchase the condominium parcel on the same terms and conditions as contained in the contract of sale, except that the purchase price shall be payable in cash.

If the Directors fail to close the purchase within said twenty-day period, then the unit owner shall be free to sell and convey to the intended purchaser.

The above and foregoing provisions shall not be applicable to any transfer by the undersigned; to any transfer by a unit owner to any member of his or her immediate family (viz., spouse, children or parents); to any sale or transfer made by an institutional mortgagee acquiring title as a result of the foreclosure of its mortgage lien, or due to a voluntary acceptance of a transfer of title in lieu of such foreclosure; to a purchaser acquiring title in such foreclosure proceedings, or the acceptance of a transfer of title in lieu of such foreclosure; or to sales made pursuant to order or decree of a court in connection with the foreclosure of an institutional first mortgage.

Section 2. - LEASING. No unit shall be leased or rented by the respective unit owner thereof for transit or hotel purposes, which are hereby defined as (a) rentals for less than ninety (90) days, or (b) rentals where the occupants of the unit are to be provided services, such as room service for food and beverage, maid service, furnished of laundry and linens, and bell boy services. Other than for the foregoing, the owner or owners of the respective units shall have the right to lease same, provided that all such leases are made subject to this Declaration, and the Condominium Act, and a copy of the lease is furnished the Directors of the Association.

ARTICLE XXI

Officers and Directors

The officers and directors of the Association who shall serve until their successors have been elected, as provided in the Articles of Incorporation and the By-Laws of the Association, are as follows:

President	Frank Macagnone	1867 Cedar Run Court Clearwater, Florida 33519
Vice-President	Helen I. Sarver	1344 Summerlin Drive Clearwater, Florida
Secretary	Pamela Westmoreland	17450 Gulf Boulevard #405 Indian Shores, Florida 33535

ARTICLE XXII

Restraint Upon Assignment  
of Shares in Assets

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

ARTICLE XXIII

Management, Maintenance  
and Operation Agreement

The initial officers and directors of PINEWOOD VILLAGE CONDOMINIUM ASSOCIATION, INC., have simultaneously herewith executed for and on behalf of, said Association and its members a Management, Maintenance and Operational Agreement, a copy of said Agreement being attached hereto as Exhibit "E". Each member of the Association, by virtue of the acceptance and recordation of the Deed to the respective condominium parcels, shall have agreed by such acceptance:

- (1) That they have ratified the acts of its officers in the execution of said Agreement by, and on behalf of, the Association; and
- (2) That they will comply with all of the terms and conditions of the said Agreement on their part to be kept and performed.

ARTICLE XXIV

Condominium Development Plan

The Condominium is a phase condominium which initially consists of three buildings containing 19 apartment units known as Phase I. There are six two-bedroom, two-bathroom deluxe apartments, six two-bedroom, two-bathroom standard apartments and seven one-bedroom, one bathroom apartments in Phase I. The three buildings in Phase I are numbered 1 through 3 inclusive. Five additional phases may be added to the Condominium as provided in Article VI hereof.

It is the Developer's intent to continue the construction and sale

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of the units and the respective phases in sequence until all phases are completed at which time the condominium will consist of 111 units. The use of the improved recreation area shown on Sheet 3 of Exhibit "D" shall be granted to the unit owners in Phases I through V inclusive by way of easement and right-of-use contained herein. Upon the addition of Phase VI the improved recreation area shall become part of the common elements of the Condominium and the unit owners use shall be by virtue of their ownership of a unit in the Condominium, together with the undivided interest in the common elements which will then include the improved recreation area.

The recreation area has been improved by the construction thereon of a heated pool and patio, together with a recreation building containing a main hall, office, kitchen, mens and womens bathroom, pool equipment room and inside and outside storage rooms.

Although it is the Developer's present intent to continue and complete the condominium in accordance with the foregoing development plan, nothing contained in this Declaration or exhibits thereto shall create any obligation, duty or commitment on the part of Developer to submit any additional phases to condominium ownership or to construct additional residential units thereon, or in any way commit developer to develop said property in accordance with the present intended plan or any other plan, and the reference herein to Developer's intentions as to its continued development of The Project shall in no way constitute or be considered a dedication, reservation, limitation, covenant or agreement affecting the presently undeveloped land in The Project.

#### ARTICLE XXV

##### Recreation Area and Common Facilities

Section 1 - GENERAL. The undersigned does hereby give and grant to the Association and its members a non-exclusive easement and right-of use in and to the recreation area shown on Sheet 3 of Exhibit "D" and described in Exhibit "A" attached hereto and made a part hereof. Said right-of-use shall be in common with other unit owners and/or occupants of the Condominium as from time to time enlarged by the addition of

additional phases thereto, or if such phases or any of them is not added, then the unit owners and/or occupants of the remaining properties, although not a part of the condominium. Such use shall be subject to reasonable rules and regulations to be promulgated from time to time by the undersigned or its designee until such time as said obligation is assumed as elsewhere provided for herein, and said rules and regulations shall be such as will afford the maximum use and enjoyment of the facilities by all co-users thereof and shall be uniform in their application.

The undersigned hereby designates Southwest Management, Inc., a Florida corporation, for the purpose of promulgating all rules and regulations for the recreation area. Such designation shall continue throughout the period of time that Southwest Management, Inc. continues to manage Pinewood Village Condominium, pursuant to the Management Agreement. Upon Southwest Management, Inc. ceasing to manage the condominium project that all phases have been added, the right to promulgate reasonable rules and regulations shall be vested in the board of directors of the condominium. In the event that all phases of the condominium have not been added, Developer shall have the right to promulgate the rules and regulations until such time as the condominium and the legal entities owning the remaining properties form a non-profit corporation for the purpose of assuming the ownership, management, and operation of the recreation area as improved, as provided in Article XXVII hereof; the said non-profit organization shall be vested with the right to promulgate the rules and regulations. The condominium and each legal entity owning units in the project shall have the same percentage of vote in the affairs of the corporation as its percentage or fraction of sharing cost and expense as set forth in Section 2 of this article.

The undersigned has installed and will continue to install certain subdivision-type improvements in the land that may become part of Pinewood Village Condominium, legally described on Sheet 1 of Exhibit "D" hereof. Said subdivision-type improvements may include but are not limited to paved streets, sewer collection system, water distribution system, drainage facilities, and sprinkler system (herein "the common facilities"). In the event that all

phases are added, the common facilities shall constitute part of the common elements of the condominium. In the event that one or more phases are not added, that portion of the common facilities included in the condominium would continue to constitute common facilities. The subdivision-type improvements included in the land of the phases which were not added will not be part of the common facilities of the condominium, but will be owned by the legal entities owning and developing the land in said phases which are not added.

Section 2 - METHOD OF SHARING COST AND EXPENSE, In the event that all phases are included in the condominium, the total cost and expense of managing, operating and maintaining the recreation area and common facilities (being part of the common elements of the condominium) shall be paid by the association and assessed to the unit owner in accordance with their respective percentages of sharing as set forth in Article VIII hereof. In the event that one or more phases are not added and are developed by the owners of the lands contained in said phases either as condominiums, rentals, single family residences or otherwise, the cost and expense of the management, operation, maintenance and repair of the improved recreation area and of that portion of the common facilities shall be apportioned to the respective owners pro-rata to the number of units owned by each legal entity. For example, should the condominium consist only of Phases I and II, the condominium would consist of 41 units and its apportioned share of the cost and expense would be that fractional part of total, the numerator of which is 41 and the denominator would be the total number of units. In no event shall the total number of units in the project exceed 111. The cost and expense apportioned to the condominium shall constitute a common expense and be payable by the unit owners in their respective percentages of sharing as heretofore set forth herein.

#### ARTICLE XXVI

##### Easement for Ingress and Egress

The undersigned does hereby give and grant to the Association and its members a non-exclusive easement and right-of-use in and to that portion

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of the private streets shown on Sheet 3 of Exhibit "D", which afford ingress and egress to the improved recreation area and to the parking spaces located adjacent to the improved recreation area assigned to units 201 through 208 inclusive of Phase I.

ARTICLE XXVII

Reservation of Easements and Other Rights to Developer

Notwithstanding anything to the contrary contained herein, the Developer shall have the right to sell, lease or rent units to its initial designees without the approval of the Association. Developer shall have the right to transact, on the condominium property, any business necessary to consummate sale of units, including, but not limited to the right to maintain models, have signs, employees in a unit used as an office, use the common elements and to show units, Sales Office and model furniture and other personalty, signs, and all items pertaining to sales shall not be considered common elements and shall remain the property of the Developer

Developer further by these presents, does hereby reserve unto itself, its successors and assigns, an easement for ingress and egress of utilities and drainage facilities over and upon that portion of the private streets contained in Phase I for use by residents in the remaining phases, should same not be added to the condominium.

The undersigned, as developer, reserves the right unto itself or its designees to operate, maintain, repair and replace the recreation area and common facilities until unit owners of condominium units and other owners, if any, of rental or other residential units that are to have a non-exclusive easement and right-of-use of the recreation area and common facilities, other than Developer, have assumed control of all of the Associations operating the condominiums in The Project and/or have taken title to the rental buildings or other residential-type units in The Project, after which said right to operate, maintain, repair and replace said recreation area and common facilities and the right to promulgate the rules and regulations

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thereof shall be assumed by a Florida non-profit corporation to be formed and known as "PINWOOD VILLAGE HOMEOWNERS ASSOCIATION, INC.," The undersigned hereby designates Southwest Management, Inc., as its designee for the purpose of operating, maintaining, repairing and replacing said recreation area and common facilities until said corporation is formed as foressaid. The Association and its members agree that it will join with the other Associations and/or legal entities having a non-exclusive right-of use in and to the recreation area and common facilities in the formation of said Florida non-profit corporation. Said Homeowners Association shall be formed for the purpose of seeing to the operation, maintenance, repair and replacement of the recreation area and common facilities; to prepare the annual budget therefore; to assess the respective associations and legal entities using the common facilities in the proportion that the number of their respective units bears to the total number of units; for the purpose of establishing rules and regulations for the use of the recreation area and common facilities; to retain management and enter into management contracts for the purpose of accomplishing the objects and purposes of the corporation; and for such other similar purposes as is necessary in connection with the operation and maintenance of Pinewood Village. All sums assessed by the Association shall be payable by the various legal entities in accordance with the formula for sharing said expense as set forth in Section 2 of Article XXV.

Each Association and/or legal entity owning residential units, rental or other, have the right to one director and each director's vote shall be weighted to correspond to the percentage of total that the units in the respective director's condominium and/or other residential building bears to the total number of units in The Project.

The Association shall assess each year a sum sufficient to fund an adequate budget to operate, maintain, replace and repair the recreation area improvements and the common facilities in a first class manner. The



assessments shall be a common expense of the respective condominium associations and the association to be formed shall have a lien on the respective units in the condominium for any sums assessed but unpaid for a period of thirty (30) days from the date same was due. The lien may be foreclosed on the same as the lien of a mortgage. The lien created hereby is subordinate to the lien of any institutional mortgage presently covering a unit or placed in the future. Each purchaser in Pinewood Village Condominium, by the acceptance of his deed, shall have agreed to the above lien rights.

Developer agrees that in the event Pinewood Village Homeowners Association, Inc. is incorporated as above provided, that the Developer will convey the improved recreational area to said corporation, together with its right, title and interest in and to that portion of the common facilities used in common by the condominium and the various legal entities owning the remaining properties.

Developer's Guarantee

Developer hereby gives its guarantee to the Association and unit owners that the initial assessments for common expenses of the condominium imposed on the respective unit owners other than Developer, shall not increase beyond the dollar amount stated in the initial budget attached to the condominium Prospectus as Exhibit "D" for a period of one year from the first day of the month following the recordation of this Declaration of Condominium and hereby obligates itself and agrees to pay any amount of common expenses incurred during said one-year period not produced by the assessments at the guaranteed level receivable from other owners.

In consideration of the foregoing, Developer shall be excused from the payment of its share of the common expenses in respect to the units owned by it in the respective phases during the guarantee period. The above provision is included herein pursuant to Section 716.116(8)(b) of the Condominium Act.

ARTICLE XXIX.

Covenants and Restrictions

The condominium property is subject to those certain restrictions recorded in Official Records Book 400 at pages 884 and 885 of the Public Records

of Pinellas County, Florida, together with that certain instrument styled "Termination of Restrictions", terminating paragraphs 3, 4 and 5 of the restrictions above mentioned.

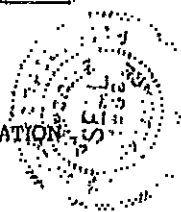
ARTICLE XXX

General

PINEWOOD VILLAGE CONDOMINIUM shall be operated and maintained and the Association and the members thereof shall have and enjoy all of the rights, privileges and duties as are presently set forth in the Condominium Act of the State of Florida and as same may be amended from time to time in the future, except as said rights, privileges, duties, operation and maintenance may be altered, changed or limited by this Declaration and the exhibits attached hereto, where such changes, alterations and/or limitations are optional or permissive under the Condominium Act, and and all matters not specifically covered in this Declaration and exhibits attached hereto, shall be determined in all instances by the provisions of the said Act.

THIS DECLARATION FOR THE CREATION AND ESTABLISHMENT OF PINEWOOD VILLAGE CONDOMINIUM, including exhibits attached hereto, made and entered into and submitted this 17<sup>th</sup> day of JANUARY, A. D. 1978.

U. S. HOME CORPORATION



Witnesses:

Judith Leese

Eleanore Cassistre

By: Frank Mancoske  
Division President

Attest: Dorothy Westerman  
Division Secretary

STATE OF FLORIDA )  
 ) ss  
COUNTY OF PINELLAS )

I HEREBY CERTIFY that on this day before me personally appeared Frank Macagnone and Pamela Westacresland, Division President and Division Secretary, respectively, of U. S. Home Corporation, a Delaware corporation, to me known to be the persons described in and who executed the foregoing Declaration, and they severally acknowledged the execution thereof to be their free act and deed as such officers, for the uses and purposes therein mentioned; and that they affixed thereto the official seal of said corporation, and the said instrument is the act and deed of said corporation.

WITNESS my hand and official seal in the County and State last aforesaid this 17th day of January, A. D. 1978,

*Leslie Henry*  
Notary Public - State of Florida  
(Seal)

My commission expires:  
Notary Public, State of Florida at Large  
My Commission Expires Feb. 10, 1983  
Issued by AN-1221 1/25 & County Comm. Sec.



DESCRIPTION OF LAND THAT MAY BE INCLUDED IN  
THE RECREATION AREA:

A portion of Lots 9 and 10 in the NW $\frac{1}{4}$  of  
the SE $\frac{1}{4}$  of Section 12, Twp. 29 South, Range 15 East,  
according to the map or plat of Pinellas Groves  
Subdivision, as recorded in Plat Book 3, page 5 of  
the Public Records of Pinellas County, Fla., being  
more particularly described as follows:

Commencing at the SW corner of the NW $\frac{1}{4}$  of the  
SE $\frac{1}{4}$  of Section 12, Twp. 29 South, Range 15 East, thence  
East along the South boundary of said NW $\frac{1}{4}$  of the SE $\frac{1}{4}$   
of Section 12, a distance of 50 feet, thence N. 90°  
18'28"W. along the East Right-of-way line of Hercules  
Avenue a distance of 365.05 feet, thence East 217.09  
feet to the Point of Beginning, thence West 87.80,  
thence North 169.00 feet to the Point of Beginning.











SOUTHWEST MANAGEMENT, INC.  
MANAGEMENT CONTRACT

THIS AGREEMENT made and entered into this 18<sup>th</sup> day of  
JANUARY, A. D. 1978 by and between SOUTHWEST MANAGEMENT,  
INC., a Florida corporation (hereinafter referred to as "Manager"), and  
PINEWOOD VILLAGE CONDOMINIUM ASSOCIATION, INC., a Florida  
corporation not for profit (hereinafter referred to as "Association").

W I T N E S S E T H :

WHEREAS, Association is the governing body for PINEWOOD VILLAGE  
CONDOMINIUM ASSOCIATION, INC., a phase condominium, located at  
the northeast corner of the intersection of Hercules Avenue and Marilyn  
Street, situate in Clearwater, Pinellas County, Florida; and

WHEREAS, Manager is a Florida corporation duly authorized to  
manage and operate a condominium on behalf of the Association; and

WHEREAS, the parties want to insure the proper and uniform main-  
tenance, management and operation of the condominium by Manager until  
the condominium is completed and control transferred to the unit owners  
as provided in Section 24 of the By-Laws of the Association, and thereafter  
at the option of the Association for such additional time as provided for  
herein; and

WHEREAS, the parties desire to provide for the maintenance and  
operation of the condominium by Manager.

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EXHIBIT "E"

NOW THEREFORE, in consideration of the mutual covenants between the parties running, and ONE (\$1.00) DOLLAR, each to the other in hand paid, the receipt and sufficiency whereof is hereby acknowledged, the parties covenant and agree as follows:

I.

That the Association hereby employs manager to manage the condominium and to render certain services to the Association, all as provided for herein, and agrees to pay for said management and services the sums more particularly set forth herein. Manager agrees to manage the properties and render the services, and to receive as payment therefore the moneys hereinafter provided for.

II.

The term of this Agreement shall be for a term commencing immediately following the recording of the Declaration of Condominium and continuing for one year after the date on which the last phase of the condominium is added. Thereafter the term shall be automatically extended year to year provided, however, that either party may cancel this Agreement upon written notice to the other party given thirty (30) days prior to the end of the original term or any successive annual period thereafter. In no event shall this contract be cancellable during the initial term, except for gross neglect or mismanagement, or if same becomes cancellable by reason of law.

III.

Duties of Manager:

Manager shall prepare and submit to the Association an annual operating budget for its approval. Manager shall, as the agent of the Association, collect from each of the unit owners their respective monthly maintenance assessment for common expenses and deposit same in a special account to be used for the use and benefit of the Association, all as provided for herein. Manager shall pay from special account or accounts, all of the obligations of the Association as provided for in the operating budget, to the extent of the moneys received by it from the Association

members. Manager shall submit to the Treasurer of the Association monthly a statement showing all delinquent payments owed by the members, and will prepare and submit to the Treasurer of the Association an annual statement showing all collections and disbursements, together with the balances in the special account, or accounts, and will further prepare and mail all necessary tax and corporation forms required by governmental authorities, except for U. S. corporate income tax returns.

IV.

Among other items, manager shall pay from the special account, or accounts, the following items: all utility bills, if any, incurred by the Association, including electricity, sewer, water and trash; insurance premiums; and the management fee to be paid to Manager pursuant to the terms hereof.

V.

In addition to the above and foregoing, Manager shall further furnish, supply, render and/or contract for the following services for and on behalf of the Association; residence and recreation building maintenance, including bulb replacement in the public areas; pool maintenance; janitorial services; maintenance; ground care; necessary legal and accounting services, including payment for preparation of U. S. corporate income tax returns; payroll taxes and workmen's compensation insurance.

In connection with the foregoing and in consideration of the management fee reserved to Manager herein, Manager shall handle and pay bills, render accounts, maintain an office and provide the necessary bookkeeping required in connection with the rendering of the services and management provided for herein.

Manager agrees that its books and records pertaining to the Association shall be open to inspection at any reasonable time by the officers of the Association, upon the request of such officers.

VI.

Manager shall receive as compensation for its services the sum of \$7.00 per month for each unit in the condominium, which sums shall be payable monthly in advance.

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The Association agrees that it will assess its members annually a sum sufficient to equal the annual budget adopted from year to year, and will instruct its initial members to commence the payments of their respective assessments to Manager simultaneously with the commencement of this Agreement and will similarly instruct its subsequent members as new phases are added.

In the event at the end of each budget year (except for the first year) the manager has expended less than the total budgeted amount, Manager shall continue to hold such sums for the use and benefit of the Association, and such excess will be taken into consideration in connection with the preparation of the budget for the next ensuing year. Manager agrees to advise and consult with the Directors in connection with the preparation of each annual budget.

Manager hereby guarantees and agrees that it will operate and maintain the condominium property in accordance with the terms hereof at its cost and expense for the first year of the term hereof, and the Association agrees that in consideration therefor Manager shall receive all monthly maintenance assessments for said first years and that no accounting shall be required of Manager.

VIII.

All moneys received by Manager pursuant to the terms of this Agreement, from the Association members, shall be payable in such manner and to such account as will be designated by the Manager, and be placed in depositories to be selected by manager.

IX.

During the term of this Agreement, Manager shall have the exclusive right of hiring, firing and supervising all of the Association's personnel, the selection and supervision of various sub-contractors from time to time needed and the placing of all insurance the Association is

required to place or keep in force by its By-Laws, Decisions or Articles of Incorporation.

X.

The parties hereto acknowledge and agree that the Association, as provided in its Declaration of Condominium and By-Laws, has no responsibility to its members for the maintenance and repair of the interior of the individual members' apartments; nor the maintenance, repair or replacement of the individual apartment owners' fixtures and/or appliances, including the owners' air conditioning system (compressor, ducts, vents, etc.) entire electrical system, water supply lines and care and maintenance; nor is the Association responsible for the payment of the utilities individually and separately metered to the respective members' apartments; and the parties hereby specifically exclude Manager from any responsibility in connection with the above mentioned items, except that manager agrees that it will seek to aid any member in the enforcement of warranties given by third parties.

The Association agrees to indemnify and save Manager harmless from any and all claims arising in connection with the performance of this Agreement by Manager, as its agent, and in connection therewith agrees to place and carry a liability insurance policy for the joint protection of the Association and Manager.

XI.

Each unit owner shall separately pay its water, sewer and trash individually metered and billed to the respective owner, all taxes levied or assessed against the respective owners, together with any mortgage payments due on mortgages encumbering owners' respective units.

XII.

The Association agrees that it will assess the units in a sum sufficient to properly operate and manage the condominium in a first class manner as would be expected of an efficient apartment building

operation, together with all sums necessary for the Association to fulfill its obligations under the terms and conditions of the Declaration of Condominium and exhibits thereto.

XIII.

Manager herein reserves the right to assign this Agreement at any time to any of its parent or affiliate corporations engaging in condominium and rental apartment building management.

IN WITNESS WHEREOF, the parties hereto have hereunto set their hands and seals the day and year first above written.

Signed, sealed and delivered in the presence of:

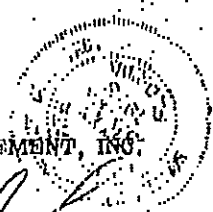
Judith Sease

Elizabeth Cassistre

SOUTHWEST MANAGEMENT, INC.  
a Florida corporation

By: Richard K. Turner  
President

Attest: John K. Edmond III  
Asst. Secretary



Signed, sealed and delivered in the presence of:

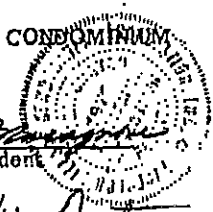
Judith Sease

Elizabeth Cassistre

PINEWOOD VILLAGE CONDOMINIUM ASSOCIATION, INC.

By: Frank [Signature]  
President

Attest: James W. [Signature]  
Secretary



4648 REC 350

PINEWOOD VILLAGE CONDOMINIUM  
PURCHASE CONTRACT

THIS CONTRACT made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 19\_\_\_\_ A.D., by and between U.S. HOME CORPORATION, a Delaware corporation authorized to do business in the State of Florida, herein referred to as Seller, and \_\_\_\_\_, address \_\_\_\_\_, phone \_\_\_\_\_, herein referred to as Purchaser.

ORAL REPRESENTATIONS CANNOT BE RELIED UPON AS CORRECTLY STATING THE REPRESENTATIONS OF THE DEVELOPER. FOR CORRECT REPRESENTATIONS REFERENCE SHOULD BE MADE TO THIS CONTRACT AND THE DOCUMENTS REQUIRED BY SECTION 718.503, FLORIDA STATUTES, TO BE FURNISHED BY A DEVELOPER TO A BUYER OR LESSEE.

ANY PAYMENT IN EXCESS OF 10 PERCENT OF THE PURCHASE PRICE MADE TO DEVELOPER PRIOR TO CLOSING PURSUANT TO THIS CONTRACT MAY BE USED FOR CONSTRUCTION PURPOSES BY THE DEVELOPER.

WITNESSETH:

WHEREAS, Seller is in the process of developing that certain condominium apartment project known as PINEWOOD VILLAGE CONDOMINIUM as real property owned by U.S. HOME CORPORATION, a Delaware corporation; and

WHEREAS, the project is planned as a phase condominium to consist of 111 apartment units contained in 15 buildings, to be constructed in six phases; and

WHEREAS, Seller presently has under construction PINEWOOD VILLAGE CONDOMINIUM, Phase I, consisting of 19 apartment units contained in three buildings; and Phase II, consisting of 22 apartment units contained in three buildings; and

WHEREAS, Seller plans to submit the real property included in each phase when improved to condominium ownership pursuant to the terms and provisions of the Condominium Act, by the recording of the Declaration hereinafter referred to upon completion of Phase I, and amendments to the Declaration to include each additional phase as completed; and

WHEREAS, Seller estimates, but does not guarantee, that Purchaser's unit will be completed and ready for occupancy on or about \_\_\_\_\_, said date being subject to the terms and conditions set forth in paragraph 4 below.

NOW THEREFORE, in consideration of the mutual covenants contained herein and the deposit paid by Purchaser to Seller, the parties covenant and agree as follows:

1. Seller agrees to sell and Purchaser agrees to purchase:

That certain Condominium Parcel composed of Unit No. \_\_\_\_\_ and that undivided interest or share in the common elements appurtenant thereto in accordance with, and subject to, the covenants, conditions, restrictions, assessments, terms and other provisions of the unrecorded Declaration of Condominium of PINEWOOD VILLAGE CONDOMINIUM. The Declaration shall be recorded in the Public Records of Pinellas County, Florida, upon completion of the improvements as provided herein above.

2. THE TERMS AND CONDITIONS OF SALE ARE AS FOLLOWS:

Total Purchase Price	\$ _____	\$ _____
Deposit	\$ _____	
Deposit	\$ _____	
Deposit	\$ _____	
Remainder of Down Payment due on or before _____	\$ _____	
Mortgage	\$ _____	
Balance Due Seller on Closing*	\$ _____	\$ _____

\* Less the assigned proceeds of a mortgage, if not already reflected above and together with prepaid items, prorations and extras, if any.

EXHIBIT "B"

THIS ORIGINAL OF THIS INSTRUMENT IS VERY POOR

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In the event Purchaser elects to take a mortgage, Purchaser agrees to make immediate application for same and execute all documents required by the lending institution to secure same. In the event Purchaser's application is not approved for up to the above sum, Seller shall forthwith return to Purchaser the deposit, and both parties hereto shall be relieved of all responsibility or liability hereunder. In the event this deed does not involve a mortgage, or if a mortgage is involved and Purchaser's application is approved, then in either event Purchaser shall complete and consummate this Agreement in accordance with the terms hereof; otherwise, all sums paid by Purchaser hereunder shall be retained by Seller as liquidated and agreed damages, and this Agreement shall be null and void. All mortgage costs shall be paid by Purchaser, including a mortgagee's title policy or card rate, if required by the lending institution.

3. THIS AGREEMENT IS VOIDABLE BY BUYER BY DELIVERING WRITTEN NOTICE OF THE BUYER'S INTENTION TO CANCEL WITHIN 15 DAYS AFTER THE DATE OF EXECUTION OF THIS AGREEMENT BY THE BUYER, AND RECEIPT BY BUYER OF ALL OF THE ITEMS REQUIRED TO BE DELIVERED TO HIM BY THE DEVELOPER UNDER SECTION 718.503 FLORIDA STATUTES. BUYER MAY EXTEND THE TIME FOR CLOSING FOR A PERIOD OF NOT MORE THAN 15 DAYS AFTER THE BUYER HAS RECEIVED ALL OF THE ITEMS REQUIRED. BUYER'S RIGHT TO VOID THIS AGREEMENT SHALL TERMINATE AT CLOSING.

4. Subject to Paragraph 3 of this Contract, this transaction will be closed within ten (10) days after notification from the Seller to the Purchaser, which notice shall set forth the exact time, date and place of the closing. In the event that Seller incurs any delays in construction beyond its control, including but not limited to, acts of God, strikes, or inability to obtain materials, the estimated completion date set forth on Page 1 of this Purchase Contract shall be extended. The passing of the condominium deed shall be deemed conclusive evidence of the completion of said condominium unit. Such closing date will follow the issuance of a certificate of occupancy for the building in which the Purchaser's apartment unit is located. Such certificate to be deemed conclusive evidence of the completion of the apartment building substantially in accordance with the plans and specifications thereof prepared by The Design Advocates, Inc., on file or to be filed with the City of Clearwater Building Department. Notwithstanding the foregoing, Purchaser shall not be required to close within fifteen (15) days after the execution hereof, or fifteen (15) days after delivering to him the Prospectus and exhibits, as required by 718.504 of the Condominium Act, whichever shall be the later date.

5. Seller has or will provide Purchaser with a copy of the Prospectus for Pinewood Village Condominium. The Prospectus includes as Exhibits: (a) copy of Declaration of Condominium creating Pinewood Village Condominium, including Legal Description of Pinewood Village Condominium Recreation Area as Exhibit "A"; Articles of Incorporation as Exhibit "B"; By-Laws of the Association as Exhibit "C"; Survey, Plot Plan and Graphic Description of the Improvements as Exhibit "D"; Management Contract as Exhibit "E"; and Legal Description of Pinewood Village Condominium Project as Exhibit "F"; (b) copy of Site, Location and Floor Plan of the Recreational Area; (c) Description and Number of Items of Personal Property furnished by Developer; (d) Operating Budget; (e) Form of Purchase Contract for Sale of Units; (f) Form of Deed of Conveyance; and (g) copy of Escrow Agreement for Payments Made to Developer Prior to Closing.

The Prospectus includes the above items which constitute a part of this Purchase Contract and Seller agrees that no change shall be made in any of said items which will offset materially the rights of Purchaser herein or the value of the unit without approval of Purchaser.

6. Seller agrees that it will cause to be delivered a good and insurable title, and to deliver and pay for a title insurance policy insuring the Purchaser's interest in the condominium parcel. Seller agrees to pay the state documentary stamps and state surtax on the deed. Purchaser shall pay for recording of the deed and mortgage costs, if any as heretofore mentioned. All other proratable items, including insurance, taxes, condominium assessments, rental, utility deposits, etc., shall be prorated, adjusted and paid at time of closing. Buyer agrees to pay herein at the closing for any extras authorized by them which are not included in this Contract price and for which payment has not been previously made.

7. This Contract may not be assigned, sold or conveyed without the prior written consent of the Seller.

THE ORIGINAL OF THIS INSTRUMENT IS VERY POOR



6. This is of the essence of this Agreement. All covenants and agreements contained herein shall extend to and be binding upon the heirs, executors, administrators and assigns of the respective parties.

9. Seller shall be liable for damage by fire or any other casualty, until the closing date is assumed by the Seller.

10. Seller herein reserves the right to maintain a model apartment or apartments in the condominium from which to conduct sales in the condominium project until all units in the Project are sold. Seller further reserves the right to place signs on the condominium property during such period.

11. This Contract supersedes all prior agreements between the parties, either verbal or written.

12. The taking of occupancy by Purchaser prior to the closing of this transaction shall constitute the unqualified acceptance of the apartment by Purchaser.

13. Purchaser acknowledges that the unit has not been occupied.

14. Purchaser acknowledges that the condominium initially will be managed by Southwest Management, Inc., pursuant to Management Agreement and that this sale is subject to the terms of said Agreement.

15. Purchaser acknowledges that Seller has made the plans and specifications for the construction of the improvements to the common elements and/or common areas appurtenant to the unit available to the Purchaser at a place convenient to the site.

16. Seller has established an escrow with Chalson Title & Guaranty Co. 606 Chesnut Street Philadelphia, Pa. 19116 for the purpose of holding such sums as are required by the Condominium Act and agrees that same shall only be disbursed in accordance therewith. Purchaser may obtain a receipt for his deposit from the escrow agent upon request.

17. Notwithstanding anything to the contrary contained herein, this Agreement shall not become enforceable until Seller has filed a copy of the Prospectus with the Division of Florida Land Sales and Condominiums and Purchaser has been furnished a copy of same.

18. ANY PAYMENT IN EXCESS OF 10 PERCENT OF THE PURCHASE PRICE MADE TO DEVELOPER PRIOR TO CLOSING PURSUANT TO THIS CONTRACT MAY BE USED FOR CONSTRUCTION PURPOSES BY THE DEVELOPER.

IN WITNESS WHEREOF, the parties hereto have hereunto set their hands and seals this day and year first above written.

U.S. HOME CORPORATION, CONDOMINIUM DIVISION

Witnesses:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

By: \_\_\_\_\_  
Authorized Agent

\_\_\_\_\_  
Purchaser(s)

THE ORIGINAL OF THIS INSTRUMENT IS VERY POOR

PINEWOOD VILLAGE CONDOMINIUM

CONDOMINIUM DEED

THIS INDENTURE made and executed the \_\_\_\_\_ day of \_\_\_\_\_, A. D. 197 \_\_\_\_\_ by U. S. HOME CORPORATION, a Delaware corporation authorized to do business in the State of Florida, and having its principal place of business at One Countryside Office Park, 2638 Countryside Blvd., P. O. Box 5000, Clearwater, Florida 33515, hereinafter called the Grantor, in

whose Post Office address is \_\_\_\_\_  
(hereinafter called the Grantee.)

(Wherever used herein, the terms "Grantor" and "Grantee" include all of the parties to this instrument, and the heirs, legal representatives and assigns of the individuals, and the successors and assigns of corporations.)

WITNESSETH: That the Grantor, for and in consideration of the sum of Ten (\$10.00) Dollars and other valuable considerations, receipt whereof is hereby acknowledged, by these presents does sell, convey and assign unto the Grantee, all that certain property situate in Pinellas County, Florida, viz:

That certain Condominium Parcel composed of Unit Number \_\_\_\_\_, and the undivided percentage of interest or share in the common elements appurtenant thereto, in accordance with and subject to, the covenants, conditions, restrictions, easements, terms and other provisions of the Declaration of Condominium of PINEWOOD VILLAGE CONDOMINIUM, as recorded in O. R. Book \_\_\_\_\_ at pages \_\_\_\_\_ through \_\_\_\_\_, and the plat thereof recorded in Condominium Book \_\_\_\_\_, at pages \_\_\_\_\_ through \_\_\_\_\_, both of the Public Records of Pinellas County, Florida.

AND the Grantor hereby covenants with said Grantee that it is the lawful owner of said Condominium Parcel; that it has good right and lawful authority to sell and assign same; that it hereby fully warrants the title to said property, and will defend the same against the lawful claims of all persons whomsoever.

IN WITNESS WHEREOF, the Grantor has caused these presents to be executed in its name, and its corporate seal to be hereunto affixed, by its duly authorized officers, the day and year first above written.

U. S. HOME CORPORATION

Witnesses:

\_\_\_\_\_  
\_\_\_\_\_

By: \_\_\_\_\_  
President

Attest: \_\_\_\_\_  
Secretary

(SEAL)

STATE OF FLORIDA )  
 ) SS  
COUNTY OF PINELLAS )

I HEREBY CERTIFY that on this day before me personally appeared  
and \_\_\_\_\_, President  
Secretary, respectively, of U. S. HOME CORPORATION, a  
Delaware corporation, to me known to be the persons described in and who  
executed the foregoing Condominium Deed, and they severally acknowledged  
the execution thereof to be their free act and deed as such officers, for the  
uses and purposes therein mentioned, and that they affixed thereto the official  
seal of said corporation, and the said instrument is the act and deed of said  
corporation.

WITNESS my hand and official seal in the County and State last  
aforesaid, this \_\_\_\_\_ day of \_\_\_\_\_, A. D. 197\_\_\_\_\_.

My commission expires:

\_\_\_\_\_  
Notary Public - State of Florida

(SEAL)

ACCEPTANCE

Grantee, by the acceptance of this conveyance, assumes and  
agrees to perform and abide by all the terms, covenants and conditions  
of the Declaration, including exhibits attached thereto.

Witnesses:

\_\_\_\_\_  
\_\_\_\_\_

STATE OF )  
 ) SS  
COUNTY OF )

I HEREBY CERTIFY that on this day personally appeared before  
me, an officer duly authorized to administer oaths and take acknowledgements  
and \_\_\_\_\_, to me known  
to be the persons described in and who executed the foregoing instrument, and  
they acknowledged before me that they executed the same freely and voluntarily  
for the purposes therein expressed.

WITNESS my hand and official seal at \_\_\_\_\_, County  
of \_\_\_\_\_, State of \_\_\_\_\_, this \_\_\_\_\_ day of \_\_\_\_\_,  
A. D. 197\_\_\_\_\_.

My commission expires:

\_\_\_\_\_  
Notary Public - State of

(SEAL)

WOOD YAKA ST INDEPENDENT SHIP FOR TOWNSHIPS BLD.

PREPARED NOVEMBER, 1977

PHASE I  
 PINEMOOD VILLAGE  
 ESTIMATED SCHEDULE OF EXPENSES

ANNUAL	19 Units	1B/1B MONTHLY	1B/1B 7	2B/2B 5	2B/2B Deluxe 6
		4,210.916	5,651.168	6,102.788	

1. EXPENSES OF THE ASSOCIATION					
A.	Administration of Association	\$ 60.00	\$ 5.00	\$ .21	\$ .28
B.	1. Legal and Office Expense	1,596.30	133.00	5.60	7.52
C.	2. Maintenance Fee	348.00	29.00	1.22	1.64
D.	3. Rent for Recreation Facility	-0-	-0-	-0-	-0-
E.	4. Maint. Exp. for Rec. Facility	1,428.00	119.00	5.01	6.73
F.	5. Taxes on Association Property Assessed and Payable Individually	-0-	-0-	-0-	-0-
G.	6. Taxes Upon Leased Property	-0-	-0-	-0-	-0-
H.	7. Insurance	529.00	44.00	1.85	2.48
I.	8. Security Provisions	-0-	-0-	-0-	-0-
J.	9. Other Expenses	744.00	52.70	2.51	3.51
K.	1. Water	1,146.00	95.00	4.00	5.37
L.	2. Sewer	480.00	40.00	1.68	2.26
M.	3. Trash	225.00	19.00	.80	1.07
N.	4. Electric Power(Outside)	2,460.00	305.00	8.53	11.59
O.	5. Ground Care	-0-	-0-	-0-	-0-
P.	6. Operating Capital	624.00	52.00	2.18	2.94
Q.	7. Reserve for Deferred Maint.	19.56	1.63	.07	.09
R.	8. Filing Fee	-0-	-0-	-0-	-0-
S.	9. Other Reserves	-0-	-0-	-0-	-0-
2. EXPENSES OF UNIT OWNER					
A.	Rent for Unit (Land Lease)	-0-	-0-	-0-	-0-
B.	Rent for Recreation Lease	-0-	-0-	-0-	-0-
		\$9,655.56	\$904.63	\$ 33.86	\$ 45.48
					\$ 49.12

The above Schedule of Common Expense and Rental does not include ad valorem taxes which will be separately assessed to, and payable by, the respective condominium parcel owners.  
 DEVELOPER MAY BE IN CONTROL OF THE BOARD OF ADMINISTRATION OF THE CONDOMINIUM DURING THE PERIOD OF OPERATION FOR WHICH THIS BUDGET HAS BEEN RENDERED.

PREPARED NOVEMBER, 1977

PHASE I & PHASE II COMBINED  
 PINEMOOD VILLAGE  
 ESTIMATED SCHEDULE OF EXPENSES

ANNUAL	41 Units	MONTHLY	1B/1B	14	2B/2B	12
			1.95300	2.62219	2.83174	
						2B/2B Deluxe

1. EXPENSES OF THE ASSOCIATION						
A.	Administration of Association	\$ 120.00	\$ 10.00	\$ .20	\$ .26	\$ .28
B.	Legal and Office Expense	3,444.00	287.00	5.61	7.53	8.13
C.	Maintenance (Building)	738.00	61.50	1.20	1.61	1.74
D.	Rent for Recreation Facility	-0-	-0-	-0-	-0-	-0-
E.	Maint. Exp. for Rec Facility	3,072.00	256.00	5.00	6.71	7.25
F.	Taxes on Association Property	-0-	-0-	-0-	-0-	-0-
G.	Assessed and Payable Individually	-0-	-0-	-0-	-0-	-0-
H.	Taxes Upon Leased Property	1,152.00	96.00	1.88	2.52	2.72
I.	Insurance	-0-	-0-	-0-	-0-	-0-
J.	Security Provisions	-0-	-0-	-0-	-0-	-0-
K.	Other Expenses					
1.	Water	1,528.00	134.99	2.51	3.51	3.79
2.	Sewer	2,440.00	205.00	4.02	5.36	5.82
3.	Trash	1,020.00	85.00	1.66	2.23	2.41
4.	Electric Power (outside)	492.00	41.00	.80	1.08	1.16
5.	Ground Care	5,286.00	442.00	8.50	11.54	12.46
J.	Operating Capital	-0-	-0-	-0-	-0-	-0-
K.	Reserve for Deferred Maint.	1,356.00	113.00	2.21	2.96	3.20
L.	Filing Fee	41.16	3.43	.07	.09	.10
M.	Other Reserves	-0-	-0-	-0-	-0-	-0-
2. EXPENSES OF UNIT OWNER:						
A.	Rent for Unit (Land Lease)	-0-	-0-	-0-	-0-	-0-
B.	Rent for Recreation Lease	-0-	-0-	-0-	-0-	-0-
		\$70,783.15	\$1,731.93	\$ 33.25	\$ 45.42	\$ 49.05

The above Schedule of Common Expense and Rental does not include ad valorem taxes which will be separately assessed to, and payable by, the respective condominium parcel owners.  
 DEVELOPER MAY BE IN CONTROL OF THE BOARD OF ADMINISTRATION OF THE CONDOMINIUM DURING THE PERIOD OF OPERATION FOR WHICH THIS BUDGET HAS BEEN RENDERED.

644648 NO. 356

U.S. HOME CORPORATION  
Condominium Division  
1437 So. Belcher Road, Suite 302  
Clearwater, Florida 33516

CHELSEA TITLE & GUARANTY CO.  
Escrow Instructions Pursuant to  
Chapter 718, Florida Statutes

Gentlemen:

U.S. HOME CORPORATION, a Delaware corporation (the "Company"), for and in consideration of the mutual promises, covenants and conditions hereinafter set forth, agrees with you as follows:

1. From time to time the Company may deposit with you pursuant to Section 718.202 of the Florida Statutes, certain earnest money paid by prospective purchasers (the "Purchaser") to the Company in connection with contracting for the purchase of a condominium parcel in a condominium, the construction, furnishing and landscaping of which has not been substantially completed, in accordance with plans and specifications and representations made by the Company.

2. You agree to act as Escrow Agent for the funds deposited by the Company with you pursuant to paragraph 1 and to hold same in accordance with Section 718.202.

3. Each deposit by the Company shall be accompanied by a notice from the Company setting forth information concerning (i) the Purchaser and his address, (ii) the condominium parcel and (iii) the amount of earnest money deposited on account of such condominium parcel with you.

4. You shall disburse funds held in escrow pursuant to this agreement with respect to each purchase of a condominium parcel as follows:

(a) Upon receipt of an instruction letter, signed by an officer of the Company, advising you that a Purchaser has properly voided his purchase contract with the Company for a condominium parcel, you shall forward to such Purchaser all funds held by you in escrow relating to the purchase of a condominium parcel by such Purchaser, and you shall forward to the Company a copy of your cover letter which shall specify the amount being returned to the Purchaser.

(b) Upon receipt of an instruction letter, signed by an officer of the Company, advising you that the Purchaser has defaulted under his contract for the purchase of a condominium parcel with the Company, you shall forward to the Company all funds held by you in escrow relating to the purchase of a condominium parcel by such Purchaser.

(c) Upon receipt of an instruction letter, signed by an officer of the Company, advising you of the closing of a condominium parcel or, without such an instruction letter, upon the closing of a condominium parcel in which you participate incident to the issuance of a title insurance policy, and provided that you have not previously received from the Purchaser written

THE ORIGINAL OF THIS INSTRUMENT IS VERY POOR

notice of a dispute between the Purchaser and the Company, you shall forward all funds held by you in escrow with respect to such condominium parcel to the Company.

(d) Any funds held by you by virtue of a dispute between the Purchaser and the Company concerning a condominium parcel shall be held by you and not disbursed by you until you receive an instruction letter, signed by an officer of the Company, (i) advising you to forward such funds to the Company because the dispute has been settled, attaching to such instructions a confirmation letter from the Purchaser to such effect, or (ii) requesting you to deposit such funds with an appropriate court and to institute an interpleader action at the Company's cost.

5. The Company reserves the right to instruct you to transfer any escrow funds held by you pursuant to this letter to any other individual or company authorized to hold escrow funds as provided by Section 718.202 of the Florida Statutes. In the event the Company advises you to transfer funds deposited pursuant to this letter, you shall immediately transfer such funds to such substitute escrow agent upon receipt of an acknowledgment from such substitute escrow agent that it has agreed to hold the transferred funds as escrow agent pursuant to Section 718.202 of the Florida Statutes.

6. You shall receive no special fee or charge for acting as escrow agent pursuant to this agreement.

7. You agree to furnish the Company, on a monthly basis, a statement concerning funds deposited in the escrow account.

8. (a) It is agreed that your duties are only as are set forth above, being purely ministerial in nature, and that you shall incur no liability except for willful misconduct or gross negligence.

(b) You shall be under no responsibility with respect to any of the amounts deposited with you other than faithfully to follow the escrow instructions set forth in this letter. You may consult with counsel and shall be fully protected in any action taken in good faith, in accordance with advice of such counsel. Subject to (a) of this paragraph 8, you shall be indemnified by the Company against the cost and expense you incur by virtue of any legal proceedings which shall be instituted against you with respect to the subject matter of this escrow agreement. You shall not be required to institute legal proceedings of any kind except as set forth in these escrow instructions. You shall have no responsibility for the genuineness or validity of any documents or any item deposited with you, and shall be fully protected in acting in accordance with any written instructions given to you hereunder and believed by you to have been signed by the proper parties.

9. The Company reserves the right to amend these escrow instructions, from time to time, to reflect amendments to Chapter 718 of the Florida Statutes or administrative and judicial interpretations thereof.

If you are in agreement with the foregoing, please sign the form of agreement on the accompanying counterpart of this letter and return the same to the Company whereupon this letter shall become a binding agreement between you and the Company.

Very truly yours,

U.S. HOME CORPORATION

By *James L. Mitchell*  
Division Vice President

The undersigned hereby agrees to the foregoing and to carry out its obligations thereunder and hereby confirms that it is a duly authorized title company, bank or trust company having trust powers, qualified to do business in the state of Florida.

Dated: 12/12/77

CHELSEA TITLE & GUARANTY CO.

By *John J. Johnson Jr.*  
Assistant Vice President



720000000 11-4007 10-1984

RECITALS

WHEREAS, Imperial House Corporation, a Florida corporation, is the owner of the following real property located, being and being in the County of Duval and State of Florida, to-wit:

Lot 3 and 4 in the Tract of 111 1/2 Acres, Planting 12 Acres, County of Duval, according to the map on file of Public Grant Subdivision as recorded in Book 10, Page 15, of the Public Records of Duval County, Florida;

WHEREAS, said Owner desires to give certain restrictions upon property, which shall be deemed to run with the land, for the protection of health, pleasure and convenience pertaining and proper to the use and enjoyment as a hotel, and the City of Jacksonville, Florida, a municipal corporation;

NOW, THEREFORE, KNOW ALL MEN BY THESE PRESENTS, that in consideration of the foregoing premises and other good and valuable considerations between the parties, except of which is being referred to, the undersigned, Imperial House Corporation, a Florida corporation, of Duval County, Florida, the said property, has hereunto set her hand and the seal of the same at Jacksonville, Florida, this 10th day of October, 1984.

1. These restrictions and covenants are to be accepted as covenants running with the land regardless of whether they are specifically mentioned in any deed or conveyance subsequently recorded.

2. Owner will deed to the City of Jacksonville the South 1/2 part of the above described property, for the operation of a health clinic and will convey to the same the entire 1/2 acre of the South 1/2 part of the above described property line to which the State of Florida has a right of access.

3. Owner shall give to the City of Jacksonville a plat of subdivision and utility easement on its North property line and the Owner will not accept any development other than landscaping in the North 1/2 part of the said 111 1/2 acre tract. Further, Owner shall give to the City the sum of Five Thousand (\$5,000.00) dollars for the construction of this road upon the lot of 110' wide from the beach, and this plat shall be filed with the City. This new street shall be used for the health clinic project and for the project developed on the above described land property.

4. In the development of the said land property, the 111 1/2 building along the beach property line shall be of concrete construction and shall not exceed one hundred (100) feet in length and shall be three feet wide. The building shall be the structure for the building's parking spaces located between the beach and the front of the building and on other portions of the site will be subject to the health clinic project.

5. The parking project constructed on the above described street shall be a parking area as shown on the plat filed with the City of Jacksonville.

6. These covenants and restrictions shall be binding on the parties and all persons, heirs, assigns, executors, administrators, successors and assigns and shall be enforceable in all courts of law and equity of the City of Jacksonville.

WITNESSETH that the above and foregoing contents of this instrument were read to and understood by the undersigned, Imperial House Corporation, a Florida corporation, of Duval County, Florida, this 10th day of October, 1984.

THE ORIGINAL OF THIS INSTRUMENT IS VERY POOR

RECORDED

14007 IN 593

IN WITNESS WHEREOF, the Board of Directors of the Corporation to which  
created this 14007 day of March, A.D. 1933.

INTERNAL FINANCE CORPORATION

Attest  
*James H. Smith*  
Secretary

*W. H. [Signature]*  
President

(Corporate Seal)  
Signed, sealed and delivered  
in the presence of  
*James H. Smith*  
*W. H. [Signature]*

STATE OF FLORIDA  
COUNTY OF PINELLAS

BEFORE ME, the undersigned authority, this day personally appeared  
James H. Smith and W. H. [Signature]  
known to me and known to me to be the individuals described in and  
who executed the foregoing instrument as Secretary and President respectively,  
and they acknowledged to me that they executed said instrument on behalf  
of and in the name of said corporation as such officers and that they  
offered thereon to the corporate seal of said corporation and that they  
offered thereon to and signed corporate authority and that they were duly  
authorized by said corporation to execute said instrument and that said  
instrument is the free act and deed of said corporation.

IN WITNESS WHEREOF, I have hereunto set my hand and official my  
title at the 14th day of March, A.D. 1933.

*James H. Smith*  
Notary Public

My Commission Expires  
July 1st, 1934  
My Commission Term (Sec. 212)

THE ORIGINAL OF THIS INSTRUMENT IS VERY POOR

ME 2

AMENDMENT OF RESTRICTIONS

WHEREAS, Imperial Home Corporation, now known as U. S. Home Corporation, hereinafter called "Owner", caused to have recorded in O. R. A007, Page 884 of the Public Records of Pinellas County, Florida, Restrictions applicable to:

lots 9 and 10 in the Southeast 1/4 of Section 12, Township 29 South, Range 15 East, according to the map or plat of PINELLAS GROVES SUBDIVISION as recorded in Plat Book 3, page 15 of the Public Records of Pinellas County, Florida;

and WHEREAS, said Restrictions were promulgated in conjunction with the original plan submitted for development of the above described property by the Owner; and

WHEREAS, subsequent to the issuance of permits for construction based on the original plan, progress on development of the property was halted and the project left uncompleted; and

WHEREAS, the Owner has now reinitiated work on the property for a project which has been revised according to an amended plan and desires to amend said Restrictions to reflect the modifications to the original plan; and

WHEREAS, said Restrictions may not be amended or terminated without the prior written consent of the City of Clearwater;

NOW, THEREFORE, the Owner hereby amends said Restrictions, and the City of Clearwater consents to such amendments, to read as follows in their entirety:

1. These restrictions and limitations are to be regarded as covenants running with the land regardless of whether they are specifically mentioned in any deeds or conveyances subsequently executed.

2. The Owner has deeded to the City of Clearwater the South fifteen (15) feet of the above described property for the expansion of Marilyn Street and will complete, at its expense, within six (6) months from the date of this amended agreement, the unbuilt half of Marilyn Street from the Owner's eastern property line to where Marilyn Street intersects Haroules Avenue according to a plan to be submitted to and approved by the City of Clearwater. In particular, such roadway improvements shall be so located and designed to include an acceptable landscape treatment along the southerly

THE ORIGINAL OF THIS INSTRUMENT IS VERY POOR

boundary of the Owner's property facing Marilyn Street.

3. The Owner has granted to the City of Clearwater a thirty foot (30') right-of-way and utility easement along its North property line and the Owner will not construct any improvements other than landscaping in that portion of the thirty foot (30') easement North of the existing internal drive. Further, the Owner shall provide for connection of the internal circulation system to such street at the northerly limit of its property as may be constructed in the future in a manner approved by the City.

4. The Owner pledges to pay to the City prior to the last Certificate of Occupancy the sum of Five Thousand Dollars (\$5,000.00) toward the cost of any future construction of a roadway within the thirty foot (30') easement at the northerly property line.

5. The multi-family dwelling project to be constructed on the above described property shall include not more than one hundred eleven (111) dwelling units as shown on the revised plan filed with the City of Clearwater.

6. These covenants and restrictions shall be binding on all parties and all persons claiming under them, and no exception, variation or termination of these restrictions shall be authorized or effective without the prior written consent of the City of Clearwater.

IN WITNESS WHEREOF, the Owner executed this instrument and the City of Clearwater, Florida, consents thereto this \_\_\_\_\_ day of \_\_\_\_\_, A.D., 1978.

Witnesses:

\_\_\_\_\_

As to U.S. Home Corporation

U. S. HOME CORPORATION

By: \_\_\_\_\_  
Division President

(CORPORATE SEAL)

J.4648 MDE 364

Countersigned:

Counted to by  
CITY OF CLEARWATER, FLORIDA

Mayor-Commissioner

BY: \_\_\_\_\_  
City Manager

Approved as to form & correctness:

Attorn: \_\_\_\_\_

City Attorney

City Clerk

STATE OF FLORIDA )  
                          ) SS  
COUNTY OF PINELLAS )

The foregoing instrument was acknowledged before me this \_\_\_\_\_ day  
of \_\_\_\_\_, 1978, by \_\_\_\_\_  
Division \_\_\_\_\_ President of U.S. Home Corporation, a Delaware corpora-  
tion.

My Commission Expires:

\_\_\_\_\_  
Notary Public

STATE OF FLORIDA )  
                          ) SS  
COUNTY OF PINELLAS )

I HEREBY CERTIFY, that on this \_\_\_\_\_ day of \_\_\_\_\_, 1978,  
before me personally appeared Anthony L. Shoemaker, Thomas A. Bustin, R. G.  
Whitehead and Gabriel Cazares, respectively City Manager, City Attorney,  
City Clerk and Mayor-Commissioner of the City of Clearwater, a municipal  
corporation existing under the laws of the State of Florida, to me known to  
be the individuals and officers described in and who executed the foregoing  
and savanly acknowledged the execution thereof to be their free act and  
deed as such officers thereunto duly authorized; and that the official seal  
of said municipal corporation is duly affixed thereto, and the said instru-  
ment in the act and deed of said corporation.

WITNESS my signature and official seal at Clearwater in the County  
of Pinellas and State of Florida, the day and year last above written.

My Commission Expires:

\_\_\_\_\_  
Notary Public

THE ORIGINAL OF THIS INSTRUMENT IS VERY POOR

01 Cash 11 Ctg  
40 Rec 10.00  
41 St \_\_\_\_\_  
42 Sur \_\_\_\_\_  
43 Int \_\_\_\_\_  
Tot 10.00

78011759

FLORIDA  
Circuit Court  
JAN 25 2 24 PM '78

JAN 25 2 24 PM '78

J. I. 4649 PAGE 1214

AMENDMENT OF RESTRICTIONS

WHEREAS, Imperial Homes Corporation, now known as U. S. Home Corporation, hereinafter called "Owner", caused to have recorded in O. R. 4007, Page 884 of the Public Records of Pinellas County, Florida, Restrictions applicable to:

Lots 5 and 10 in the Southeast 1/4 of Section 12, Township 29 South, Range 15 East, according to the map or plat of PINELLAS GROVES SUBDIVISION as recorded in Plat Book 3, page 15 of the Public Records of Pinellas County, Florida;

and  
WHEREAS, said Restrictions were promulgated in conjunction with the original plan submitted for development of the above described property by the Owner; and

WHEREAS, subsequent to the issuance of permits for construction based on the original plan, progress on development of the property was halted and the project left uncompleted; and

WHEREAS, the Owner has now reinstated work on the property for a project which has been revised according to an amended plan and desires to amend said Restrictions to reflect the modifications to the original plan; and

WHEREAS, said Restrictions may not be amended or terminated without the prior written consent of the City of Clearwater;

NOW, THEREFORE, the Owner hereby amends said Restrictions, and the City of Clearwater consents to such amendments, to read as follows in their entirety:

1. These restrictions and limitations are to be regarded as covenants running with the land regardless of whether they are specifically mentioned in any deeds or conveyances subsequently executed.

2. The Owner has decided to the City of Clearwater the South fifteen (15) feet of the above described property for the expansion of Marilyn Street and will complete, at its expense, within six (6) months from the date of this amended agreement, the unbuilt half of Marilyn Street from the Owner's eastern property line to where Marilyn Street intersects Hercules Avenue according to a plan to be submitted to and approved by the City of Clearwater. In particular, such roadway improvements shall be so located and designed to include an acceptable landscape treatment along the southerly

This instrument was prepared by:  
THOMAS A. HUSTIN, City Attorney  
City of Clearwater, P. O. Box 4748  
Clearwater, Florida 33518

-1-

RETURN TO:  
CITY CLERK  
P. O. BOX 4748  
CLEARWATER, FLA. 33518

boundary of the Owner's property facing Marilyn Street.

3. The Owner has granted to the City of Clearwater a thirty foot (30') right-of-way and utility easement along its North property line and the Owner will not construct any improvements other than landscaping in that portion of the thirty foot (30') easement North of the existing internal drive. Further, the Owner shall provide for connection of the internal circulation system to such street at the northerly limit of its property as may be constructed in the future in a manner approved by the City.

4. The Owner pledges to pay to the City prior to the last Certificate of Occupancy the sum of Five Thousand Dollars (\$5,000.00) toward the cost of any future construction of a roadway within the thirty foot (30') easement at the northerly property line.

5. The multi-family dwelling project to be constructed on the above described property shall include not more than one hundred eleven (111) dwelling units as shown on the revised plan filed with the City of Clearwater.

6. These covenants and restrictions shall be binding on all parties and all persons claiming under them, and no exception, variation or termination of these restrictions shall be authorized or effective without the prior written consent of the City of Clearwater.

IN WITNESS WHEREOF, the Owner executed this instrument and the City of Clearwater, Florida, consents thereto this 20th day of January, A.D., 1978.

Witnesses:

William A. Gij  
Franklin D. ...  
As to U.B. Home Corporation

U. S. HOME CORPORATION

By: Frank ...  
Division President

(CORPORATE SEAL)



Countersigned  
*Harold Casarez*  
\_\_\_\_\_  
Mayor-Commissioner

Consented to by  
CITY OF CLEARWATER, FLORIDA  
BY: *Anthony L. Shoemaker*  
\_\_\_\_\_  
City Manager

Approved as to form & correctness:  
*Frank P. Macagnone*  
\_\_\_\_\_  
City Attorney

Attest:  
*R. G. Whitehead*  
\_\_\_\_\_  
City Clerk

STATE OF FLORIDA )  
                          ) ss  
COUNTY OF PINELLAS )

The foregoing instrument was acknowledged before me this 20th day of January, 1978, by Frank P. Macagnone Division Condominium President of U.S. Home Corporation, a Delaware corporation.

My Commission Expires:  
Notary Public, State of Florida at Large  
My Commission Expires Feb. 14, 1980  
Issued by American Fire & Casualty Co.

*Daniel P. McSherry*  
\_\_\_\_\_  
Notary Public

STATE OF FLORIDA )  
                          ) ss  
COUNTY OF PINELLAS )

I HEREBY CERTIFY, that on this 25 day of January, 1978, before me personally appeared Anthony L. Shoemaker, Thomas A. Bustin, R. G. Whitehead and Gabriel Casarez, respectively City Manager, City Attorney, City Clerk and Mayor-Commissioner of the City of Clearwater, a municipal corporation existing under the laws of the State of Florida, to me known to be the individuals and officers described in and who executed the foregoing and severally acknowledged the execution thereof to be their free act and deed as such officers thereunto duly authorized; and that the official seal of said municipal corporation is duly affixed thereto, and the said instrument is the act and deed of said corporation.

WITNESS my signature and official seal at Clearwater in the County of Pinellas and State of Florida, the day and year last above written.

My Commission Expires:  
Notary Public, State of Florida at Large  
My Commission Expires Sept. 29, 1981  
Issued by American Fire & Casualty Company

*Kathryn C. Hixon*  
\_\_\_\_\_  
Notary Public



78053856

AMENDMENT TO DECLARATION

D. 4680 1111

FOR THE CREATION AND ESTABLISHMENT OF

PINEWOOD VILLAGE CONDOMINIUM ASSOCIATION, INC.

55.00 / 1.10  
 40 Rec 31.50  
 41 St  
 42 Sur  
 43 Int  
 Tol 88.50

KNOW ALL MEN BY THESE PRESENTS, THAT:

WHEREAS the Directors of PINEWOOD VILLAGE CONDOMINIUM ASSOCIATION, INC., a Florida corporation not for profit, the corporation charged with the operation of Pinewood Village Condominium, according to the declaration thereof recorded January 23, 1978 in O. R. Book 4848 commencing at page 294 of the Public Records of Pinellas County, Florida, held a special meeting on the 29th day of March, 1978 at the office of the corporation, at which meeting the Directors unanimously voted to recommend that the Declaration of Condominium be amended by: deleting Exhibit "D" in its entirety and inserting in lieu thereof Amended Exhibit "D" (copy attached hereto and made a part hereof); by further inserting the word "Amended" prior to the word and letter "Exhibit "D" in each instance that said word and letter appear in the Declaration of Condominium; and by adding to Exhibit "B" to the Declaration, the Certificate of Amendment of Articles of Incorporation attached hereto and made a part hereof; and

WHEREAS, said recommendation was proposed in writing by the Directors to the unit owners; and

WHEREAS, the undersigned are the sole owners of all units in the Condominium and have consented to the foregoing amendment.

NOW THEREFORE, the Declaration of Condominium for the Creation and Establishment of Pinewood Village Condominium Association, Inc. and the same is hereby amended as above provided.

I HEREBY CERTIFY that the above and foregoing recitations are true and correct.

Dated: March, 29, 1978

*Frank M...*  
 President

*Amelia...*  
 Secretary

Sworn to and subscribed before me this 1st day of March, A. D. 1978.

*Rebecca...*  
 Notary Public - State of Florida

Notary Public, State of Florida at Large  
 My Commission Expires Feb. 10, 1981

RECORDED  
 PINELLAS CO. FLORIDA  
 APR 10 4 47 PM '78  
 CLERK CIRCUIT COURT

The undersigned, being the owners of all units in Pinewood Village Condominium Association, Inc., hereby consent and agree to the above and foregoing Amendment and affirmatively vote their respective vote for said Amendment.

-----Condominium plats pertaining hereto are recorded in Condominium Plat Book 28, Pages 58, 59, 60 & 61-----

*Louella G. Nicholas*  
 (Owner of Unit 104)

Handed for U.S. Home (Circle Dist)

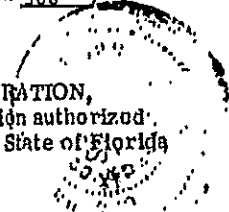
*Thomas J. Smith*  
(Owner of Unit 185)

*Patricia P. Smith*  
(Owner of Unit 205)

*Andrew M. Padabalan*  
*Shilpa Padabalan*  
(Owner of Unit 305)

*Arnoldo Valentin*  
*Anna Valentin*  
(Owner of Unit 306)

U. S. HOME CORPORATION,  
a Delaware corporation authorized  
to do business in the State of Florida



By: *Frank Macagnone*  
FRANK MACAGNONE,  
Division President  
(as to owner of all units  
other than the foregoing)

# PINEWOOD VILLAGE CONDOMINIUM

## SECTION 12, TOWNSHIP 29 SOUTH, RANGE 15 EAST, PINELLAS CO. FLA.

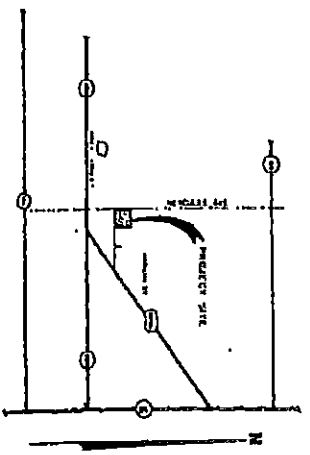
1. Description of the land being offered for sale. The land is situated in Section 12, Township 29 South, Range 15 East, Pinellas County, Florida. The land is bounded on the north by the Pinellas County line, on the south by the Pinellas County line, on the east by the Pinellas County line, and on the west by the Pinellas County line. The land is bounded on the north by the Pinellas County line, on the south by the Pinellas County line, on the east by the Pinellas County line, and on the west by the Pinellas County line.

2. The land is situated in Section 12, Township 29 South, Range 15 East, Pinellas County, Florida. The land is bounded on the north by the Pinellas County line, on the south by the Pinellas County line, on the east by the Pinellas County line, and on the west by the Pinellas County line.

3. The land is situated in Section 12, Township 29 South, Range 15 East, Pinellas County, Florida. The land is bounded on the north by the Pinellas County line, on the south by the Pinellas County line, on the east by the Pinellas County line, and on the west by the Pinellas County line.

4. The land is situated in Section 12, Township 29 South, Range 15 East, Pinellas County, Florida. The land is bounded on the north by the Pinellas County line, on the south by the Pinellas County line, on the east by the Pinellas County line, and on the west by the Pinellas County line.

5. The land is situated in Section 12, Township 29 South, Range 15 East, Pinellas County, Florida. The land is bounded on the north by the Pinellas County line, on the south by the Pinellas County line, on the east by the Pinellas County line, and on the west by the Pinellas County line.

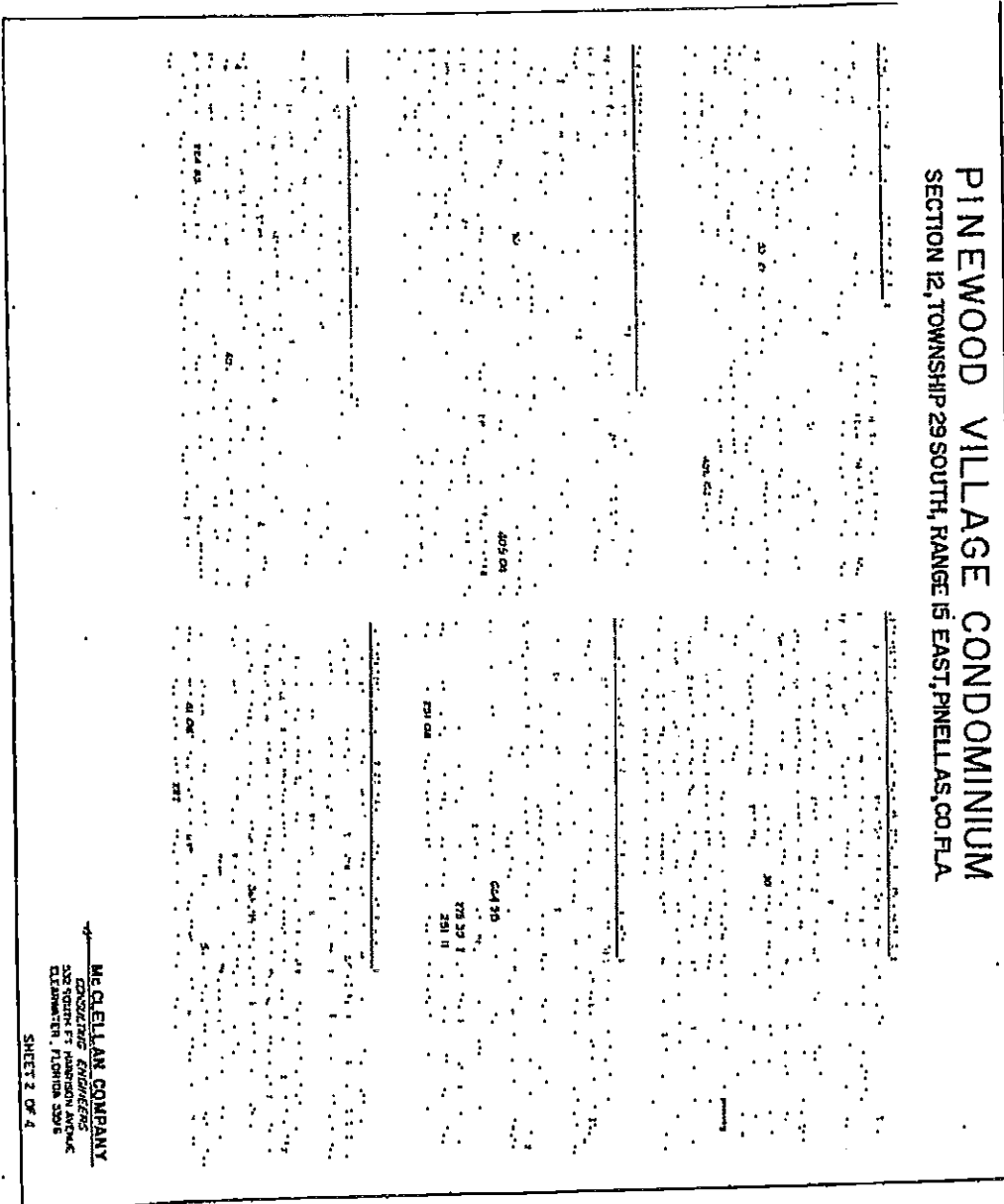


McGILLAN COMPANY  
CONCRETE FINISHING  
3250 W. GULF BLVD.  
CLEARWATER, FLORIDA 33816  
SHEET 1 OF 4

11-9580 1114

THE ORIGINAL INSTRUMENT IS VERY POOR

**PINEWOOD VILLAGE CONDOMINIUM**  
SECTION 12, TOWNSHIP 29 SOUTH, RANGE 15 EAST, PINELLAS CO. FLA.



McGILLIAR COMPANY  
CONSULTING ENGINEERS  
2500 W. BAYVIEW AVENUE  
SUITE 200  
CLEARWATER, FLORIDA 34625  
SHEET 2 OF 4

Exhibit "A"

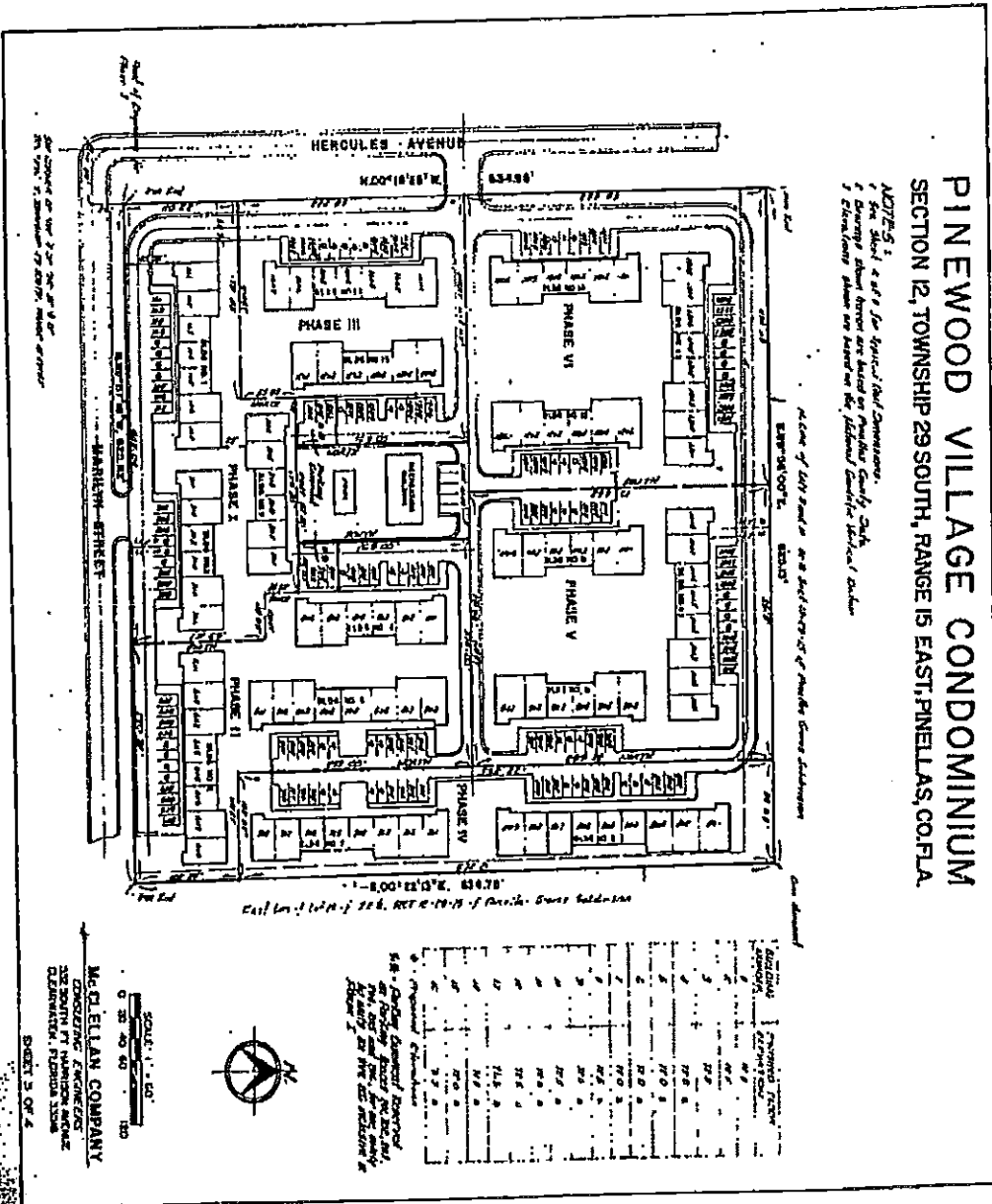
Amended Exhibit "D" Sheet 2

THE ORIGINAL SITE OF TOWNSHIP IS VERY POOR

# PINEWOOD VILLAGE CONDOMINIUM

## SECTION 12, TOWNSHIP 29 SOUTH, RANGE 15 EAST, PINELLAS COUNTY, FLA.

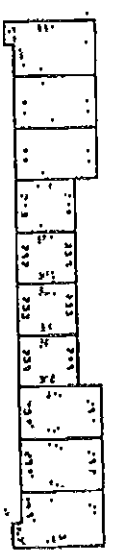
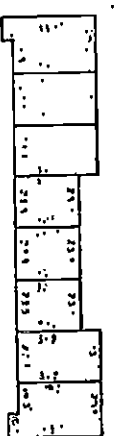
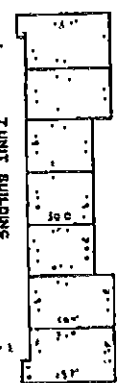
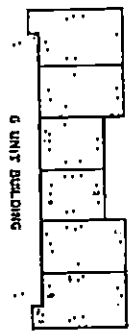
NOTES:  
 1. This plan is for Special Plat Submission.  
 2. Dimensions shown thereon are based on Pinellas County Maps.  
 3. Easements shown are based on the Pinellas County Official Records.



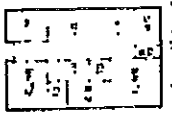
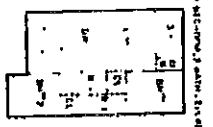
ROAD KEYA ST. INDIANISINI SITE OF TOWNSHIP THE

**PINEWOOD VILLAGE CONDOMINIUM**  
SECTION 12, TOWNSHIP 29 SOUTH, RANGE 15 EAST, PINELLAS, CO. FLA.

BLDG. UNITS	BLDG. NUMBERS
6 UNITS	234, 9, 11, 21, 41, 61
7 UNITS	11, 1
8 UNITS	5, 6, 7, 10, 13
9 UNITS	8



1. The units shown on this map are the units of the Pinewood Village Condominium. The units are shown as follows: 6 units, 7 units, 8 units, and 9 units. The units are shown as follows: 6 units, 7 units, 8 units, and 9 units. The units are shown as follows: 6 units, 7 units, 8 units, and 9 units.



McCLELLAN COMPANY  
CONSULTING ENGINEERS  
332 5th Ave. SW. Room 500A  
ALBANY, GA. 31706  
PH: 478-531-1111

89049008 OR 6915PG0899

RECORDING DEPARTMENT OF PUBLIC SAFETY  
CLERK OF CIRCUIT COURT  
PINELLAS COUNTY, FLORIDA

394  
10.50  
FEB 28 AM 11:19  
TOTAL 10.50

CERTIFICATE OF AMENDMENT

TO  
DECLARATION OF CONDOMINIUM  
OF  
PINWOOD VILLAGE CONDOMINIUM

15073440 RMH 02-28-89 11:25:40  
11 3010 - 00000394  
AGG-PINWOOD VILLAGE CONDOMI  
RECORDING 1 \$10.50  
TOTAL: \$10.50  
CHARGE AMOUNT: \$10.50

NOTICE IS HEREBY GIVEN that at a duly called meeting of the members on February 17th, 1989, by a vote of 75% the unit owners who cast their vote after the unanimous adoption of a Resolution proposing said amendments by the Board of Directors, the Declaration of Condominium for PINWOOD VILLAGE CONDOMINIUM, was originally recorded in O.R. Book 4648, page 294, et seq, in the Public Records of Pinellas County, Florida, be and the same is amended, as follows:

1. The Declaration of Condominium of PINWOOD VILLAGE CONDOMINIUM is hereby amended in accordance with Exhibit A attached hereto and entitled "Schedule of Amendments to Declaration of Condominium".

IN WITNESS WHEREOF, PINWOOD VILLAGE CONDOMINIUM has caused this Certificate of Amendment to be executed in accordance with the authority hereinabove expressed this 21st day of February, 1989.

PINWOOD VILLAGE CONDOMINIUM  
ASSOCIATION, INC.

By Erdman Albiker President  
(CORPORATE SEAL)

ATTEST:

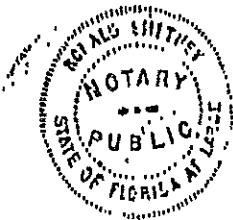
Florence Bergstrand  
Secretary

STATE OF FLORIDA  
COUNTY OF PINELLAS

BEFORE ME, a Notary Public in and for the State and County aforesaid, duly authorized to take acknowledgements, personally appeared Erdman Albiker and Florence Bergstrand, respectively, of PINWOOD VILLAGE CONDOMINIUM ASSOCIATION, INC., to me well known, and they acknowledged before me that they executed, sealed and delivered the foregoing Certificate of Amendment for the uses and purposes therein expressed, as such officers, by authority and on behalf of said corporation, as the free act and deed of said corporation.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal at City of CLEARWATER, said County and State, this 21st day of FEBRUARY, 1989.

[Signature]  
NOTARY PUBLIC  
My Commission Expires:



NOTARY PUBLIC STATE OF FLORIDA  
BY COMMISSION EXP. OCT 10, 1989  
RECORD THIS SERIAL 183, 040.

THIS INSTRUMENT PREPARED BY OR FOR THE SIGNER  
BY R. TIMOTHY PETERS  
ORIGINAL CONDOMINIUM PLAT RECORDED HEREIN  
IS FILED IN CONDOMINIUM PLAT BOOK  
PAGE 516/18

SCHEDULE OF AMENDMENT  
TO  
DECLARATION OF CONDOMINIUM  
OF  
PINWOOD VILLAGE CONDOMINIUM

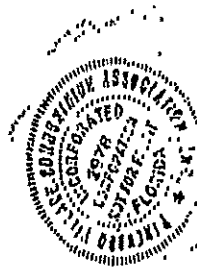
The following is added to Article XIX, Section 11 of the Declaration of Condominium of Pinewood Village Condominium.

Section 11. No unit owner, or approved lessee of a unit owner shall permit any child under the age of sixteen (16) years to reside in any of the units, except as otherwise provided herein.

Eighty (80%) percent of the units shall have at least one (1) permanent occupant who is above the age of fifty-five (55) years, and all permanent occupants must be at least sixteen (16) years of age. The term "permanent occupants" shall include all persons occupying the unit except temporary guests. "Temporary guests" shall be defined as those persons present in the unit; (1) at a time when the unit owner or approved tenant is also present in the unit; and (2) for not more than three (3) weeks during any six (6) month period, or a maximum of six (6) weeks in any twelve (12) month period.

The Board of Directors shall promulgate, from time to time, such rules, regulations, and procedures as are necessary to insure compliance with this restriction.

This restriction shall not apply to any person residing in a unit in this condominium on September 13, 1988.



The portions of this Amendment which are stricken through with hyphens, i.e. hyphen are to be deleted. The portions of this Amendment which are underlined constitute new words to be inserted into the paragraph.



OL CNDI 003  
40 H: 10.00  
41  
42  
43  
T. L. R. A. S. C.

78062429  
AMENDMENT  
TO THE  
DECLARATION  
FOR  
THE CREATION AND ESTABLISHMENT  
OF  
PINEWOOD VILLAGE CONDOMINIUM

1-4686 1661645

*Hand for U.S. Home - To be filed by*

U. S. HOME CORPORATION, a Delaware corporation authorized to do business in the State of Florida, by these presents does hereby amend the Declaration for the Creation and Establishment of PINEWOOD VILLAGE CONDOMINIUM, the Declaration of which is recorded in O. R. Book 4648 at pages 294 through 361, inclusive, of the Public Records of Pinellas County, Florida, by herewith submitting to condominium ownership Phase II of said condominium, the legal description of which is as shown on Sheet 2 of Amended Exhibit "D" to said Declaration of Condominium as amended. This amendment is made pursuant to Section 718.403(6) and 718.110(2) of the Condominium Act and in accordance with the provisions of Article VI of said Declaration of Condominium.

Pursuant to Section 718.104(4)(e) of the Condominium Act, there is attached hereto as Exhibit "A" and made a part hereof, the certificate of a professional land surveyor of the State of Florida, certifying that the improvements to Phase II as above identified and described are substantially complete.

This amendment to be effective immediately upon same being properly recorded in the Public Records of Pinellas County, Florida.

THIS AMENDMENT to the Declaration for the Creation and Establishment of PINEWOOD VILLAGE CONDOMINIUM, made this 21st day of April, A. D. 1978.

Witnesses:

[Signature]

[Signature]

U. S. HOME CORPORATION,  
a Delaware corporation

By: [Signature]  
Division ~~XXXX~~ President

Attest: [Signature]  
Division Assistant Secretary

CLERK OF DISTRICT COURT  
APR 25 10 38 AM '78

STATE OF FLORIDA )  
 ) 85  
COUNTY OF PINELLAS )

I HEREBY CERTIFY that on this day before me personally appeared Frank Macagnone and Pamela W. Dreate, Division Vice President and Division Secretary, respectively of U. S. HOME CORPORATION, a Delaware corporation, to me known to be the persons described in and who executed the foregoing Amendment to the Declaration, and they severally acknowledged the execution thereof to be their free act and deed as such officers, for the uses and purposes therein mentioned; and that they affixed thereto the official seal of said corporation, and the said instrument is the act and deed of said corporation.

WITNESS my hand and official seal in the County and State last aforesaid this 21st day of April, A. D. 1978.

*Sivea Henning*  
Notary Public - State of Florida

(SEAL)

My commission expires:

Blank line for commission expiration date

SURVEYOR'S CERTIFICATE

I HEREBY CERTIFY that on this 20th day of April,  
A. D. 1978, the property legally described on Sheet 2 of Amended Exhibit "D"  
to the Declaration of PINWOOD VILLAGE CONDOMINIUM, as recorded in  
O. R. Book 4648 at pages 294 through 361, inclusive of  
the Public Records of Pinellas County, Florida, under the heading  
DESCRIPTION OF LANDS THAT MAY BE INCLUDED IN PHASE II, was  
surveyed and staked and that the dimensions and angles are correct and that  
the finished floor elevations of the respective buildings in said Phase II are  
as follows:

Phase II

Building Number	Finish Floor Elevations
4	72.5
5	72.5
6	72.5

I further certify that the construction of the improvements to Phase II  
is substantially complete so that the material, together with the provisions  
of the Declaration describing Phase II of the condominium property is an  
accurate representation of the location and dimensions of the improvements, and  
that the identification, location and dimensions of the common elements of each  
unit in Phase II can be determined from these materials.

*Dorothy M. N. McClellan*  
DOROTHY M. N. McCLELLAN  
Fla. Reg. Surveyor #2119  
Stat. of Florida

EXHIBIT "A"

Of Cash Chg  
40 Rec 10.00  
41 St  
42 Sur  
43 Int  
Tot 10.00

AMENDMENT  
TO THE  
DECLARATION  
FOR  
THE CREATION AND ESTABLISHMENT  
OF  
PINWOOD VILLAGE CONDOMINIUM

O.R. 4739 PAGE 744

78132071

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12.00 CA

U. S. HOME CORPORATION, a Delaware corporation authorized to do business in the State of Florida, by these presents does hereby amend the Declaration for the Creation and Establishment of PINWOOD VILLAGE CONDOMINIUM, the Declaration of which is recorded in O. R. Book 4648 at pages 294 through 361, inclusive, of the Public Records of Pinellas County, Florida, by herewith submitting to condominium ownership Phase VI of said condominium, the legal description of which is as shown on Sheet 2 of Amended Exhibit "D" to said Declaration of Condominium as amended. This amendment is made pursuant to Section 718.403(6) and 718.110(2) of the Condominium Act and in accordance with the provisions of Article VI of said Declaration of Condominium.

Pursuant to Section 718.104(4)(c) of the Condominium Act, there is attached hereto as Exhibit "A" and made a part hereof, the certificate of a professional land surveyor of the State of Florida, certifying that the improvements to Phase VI as above identified and described are substantially complete.

This amendment to be effective immediately upon same being properly recorded in the Public Records of Pinellas County, Florida.

THIS AMENDMENT to the Declaration for the Creation and Establishment of PINWOOD VILLAGE CONDOMINIUM, made this 21st day of August, A. D. 1978.

Witnesses:

Karen L. Rodriguez  
Kevin G. ...

U. S. HOME CORPORATION  
a Delaware corporation

By: Frank P. ...  
Division President  
Attest: ...  
Division Secretary

RETURN TO: U.S. Home Corp  
1437 S Belcher Rd Suite 302  
Clearwater, FL 33516

RECORDED  
PINELLAS CO. FLORIDA  
James H. ...  
CLERK CIRCUIT COURT

Aug 22 10 37 AM '78

STATE OF FLORIDA )  
                          ) SS  
COUNTY OF PINELLAS )

I HEREBY CERTIFY that on this day before me personally appeared Frank ~~Macagnone~~ and Paula W. Droste Div. President and Division Secretary, respectively of U. S. HOME CORPORATION, a Delaware corporation, to me known to be the persons described in and who executed the foregoing Amendment to the Declaration and they severally acknowledged the execution thereof to be their free act and deed as such officers, for the uses and purposes therein mentioned, and that they affixed thereto the official seal of said corporation, and the said instrument is the act and deed of said corporation.

WITNESS my hand and official seal in the County and State last aforesaid this 21st day of August, A. D. 1976.

*Karen L. Rodrigue*  
Notary Public - State of Florida

(SEAL)

My commission expires:

Notary Public, State of Florida  
To the 21st August 23, 1982



SURVEYOR'S CERTIFICATE

I HEREBY CERTIFY that on this 18th day of August, A. D. 1978, the property legally described on Sheet 2 of Amended Exhibit "D" to the Declaration of PINEWOOD VILLAGE CONDOMINIUM, as recorded in O. R. Book 4648 at pages 294 through 381, inclusive of the Public Records of Pinellas County, Florida, under the heading DESCRIPTION OF LANDS THAT MAY BE INCLUDED IN PHASE VI was surveyed and staked and that the dimensions and angles are correct and that the finished floor elevations of the respective buildings in said Phase VI are as follows:

Phase VI

<u>Building Number</u>	<u>Finish Floor Elevations</u>
12	72.5
13	71.5
14	71.5

I further certify that the construction of the improvements to Phase VI are substantially complete so that the material, together with the provisions of the Declaration describing Phase VI of the condominium property is an accurate representation of the location and dimensions of the improvements, and that the identification, location and dimensions of the common elements of each unit in Phase VI can be determined from these materials.

*Dorothy M. McCallan*  
 DOROTHY M. McLELLAN  
 Fla. Reg. Surveyor #2119  
 State of Florida

Exhibit "A"

83031826

01.5477 MC:1824

AMENDMENT TO THE  
DECLARATION FOR THE CREATION AND ESTABLISHMENT  
OF PINWOOD VILLAGE CONDOMINIUM,  
A CONDOMINIUM IN PINELLAS COUNTY, FLORIDA

21.00  
11 03  
11 14  
11 21.00

KNOW ALL MEN BY THESE PRESENTS, that the Declaration  
for the creation and establishment of Pinewood Village Con-  
dominium, recorded in Official Records Book 4648, page 294,  
at seq., inclusive, of the Public Records of Pinellas County,  
Florida, be, and hereby are amended as follows:

ARTICLE XIX - RESTRICTIONS, Section 5, shall have a  
new paragraph added at the end of the section which shall be  
read as follows:

There will be a transfer of "dryer vents" from  
the roofs to the side walls where requested by the  
unit owners and permissible and in conformance with  
applicable installation procedures and building  
codes.

The planting of natural vegetation will be  
permitted by all unit owners around their units,  
after submission to and approval by the Board of  
Directors of all plans and diagrams of the pro-  
posed planting.

IN WITNESS WHEREOF, the undersigned officers certify  
that the foregoing amendment to the Declaration for the  
Creation and Establishment of Pinewood Village Condominium,  
a condominium, Pinellas County, Florida, was adopted by a  
75% vote of all the members of the corporation at a  
called meeting upon duly provided notice.

WITNESSES:

*Lynna Barry*

*Patricia A Peck*

*Lynna Barry*

*Patricia A Peck*

PINWOOD VILLAGE  
ASSOCIATION, INC.

*James Johnson*  
PRESIDENT

*February 18, 1983*  
Dated

*James Bargstrom*  
SECRETARY

*February 18, 1983*  
Dated

Feb 21 12 29 PM '83  
CLERK CIRCUIT COURT  
Kathleen St. Roberts  
COUNTY CLERK

RETURN TO: *Mark P. Lewis*  
*6528 Centerville*  
*St Pete 33707*



condominium plats pertaining hereto are filed in condominium plat book 27, PAGES 5 thru 8, incl.

STATE OF FLORIDA  
COUNTY OF PINELLAS

BEFORE ME, the undersigned authority, personally  
appeared James Johnson and Helen Bergthaus  
President and Secretary, respectively, of Pinewood Village  
Condominium Association, Inc., who after being duly sworn,  
depose and state that the foregoing is true and correct to  
the best of their knowledge,

Witness my hand and seal this 18 day of February 1983.

Patricia C. Lewis  
NOTARY PUBLIC

My Commission Expires:

Notary Public for the State of Florida  
My Commission Expires 02/21/1984



THIS DOCUMENT PREPARED BY,  
PLEASE RETURN TO:

MARK R. LEWIS, P.A.  
6528 Central Avenue  
St. Petersburg, FL 33707



CERTIFICATE OF AMENDMENT TO THE  
DECLARATION FOR THE CREATION AND ESTABLISHMENT  
OF PINWOOD VILLAGE CONDOMINIUM,  
A CONDOMINIUM IN PINELLAS COUNTY, FLORIDA

KNOW ALL MEN BY THESE PRESENTS, that the undersigned  
officers of the Association, Pinewood Village Condominium  
Association, Inc., do hereby certify that:

I. The Declaration for the creation and establishment  
of Pinewood Village Condominium is amended by the following  
amendments to the Declaration:

ARTICLE XIX - RESTRICTIONS, Section 5, shall have a new  
paragraph added at the end of the section which shall read  
as follows:

SEE EXHIBIT "A"

II. The Declaration of Condominium of the above-named  
condominium is recorded in Official Records Book 4648, page  
294, et. seq. of the Public Records of Pinellas County, Flo-  
rida.

III. The foregoing amendment to the Declaration of  
the Condominium was duly approved by the Board of Directors  
and was adopted by at least 75% of all members of the Asso-  
ciation at a duly called meeting.

IV. The Declaration for the Creation and Establishment  
of Pinewood Village Condominium, which is recorded in O.R.  
Book 4648, page 294 of the Public Records of Pinellas  
County, Florida has been amended in accordance with Arti-  
cle X, Sections 1 and 2 of the Declaration.

IN WITNESS WHEREOF the Condominium Association has  
caused its president and secretary to affix their signatures  
as of the dates specified below in Clearwater, Pinellas  
County, Florida.

WITNESSES:

PINWOOD VILLAGE  
ASSOCIATION, INC.

*Lynna Bang*  
*Patricia O'Leary*  
*James Johnson*  
PRESIDENT  
DATED February 18, 1983

*Lynette Barry*  
*Patricia C. Peck*

*Thomas Bengstrom*  
SECRETARY

*February 18, 1983*  
Dated

(CORPORATE SEAL)



STATE OF FLORIDA  
COUNTY OF PINELLAS

BEFORE ME, the undersigned authority, personally  
appeared *James Jackson* and *Thomas Bengstrom* as  
President and Secretary, respectively, of Pinewood Village  
Condominium Association, Inc., who after being duly sworn,  
depose and state that the foregoing is true and correct to  
the best of their knowledge.

Witness my hand and seal this *18* day of *February* 1983.

*Patricia C. Peck*  
NOTARY PUBLIC



My Commission Expires  
Notary Public State of Florida  
My Commission Expires OCT 23, 1984

THIS DOCUMENT PREPARED BY  
PLEASE RETURN TO:

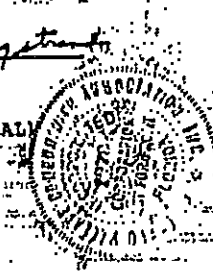
MARK R. LEWIS, P.A.  
6528 Central Avenue  
St. Petersburg, FL 33707

I HEREBY CERTIFY that the foregoing is a true and certified copy of the Amendment to the Declaration for the Creation and Establishment of Pinewood Village Condominium, a condominium in Pinellas County, Florida.

PINEWOOD VILLAGE  
ASSOCIATION, INC.

*Florence Bergstrom*  
SECRETARY

(CORPORATE SEAL)



83125b46

FLORIDA  
Kathleen L. Blake  
CLERK CIRCUIT COURT  
JAN 30 2 18 PM '83

ADDITIONS  
TO THE

2. 5506 PAGE 585

DECLARATION OF CONDOMINIUM  
PINEWOOD VILLAGE CONDOMINIUM ASSOCIATION

IN REPLY TO  
1075

WHEREAS, the undersigned are the President and Secretary, respectively, of PINEWOOD VILLAGE CONDOMINIUM ASSOCIATION, a non-profit Florida Corporation, pursuant to the Declaration of Condominium recorded in Official Records Book 4610, Pages 204 et seq. of the Public Records of Pinellas County, Florida; and

WHEREAS, at least 75% of the unit owners of said Condominium Association have consented to add the following to the Declaration of Condominium, as provided by law, we certify that said Declaration of Condominium is added to in the following manner:

1) ARTICLE XX. Transfer of Condominium Parcels additions are as follows:

Section 3. - Leasing

- a. When an Owner decides to lease or re-lease an apartment, the Owner shall immediately notify the Association through the Board and shall furnish the name and address of the proposed Lessee as soon as it is available.
- b. An Owner leasing an apartment shall be responsible to the Association and the Board for the Lessee's conduct and adherence to the rules and By-Laws that are agreed to and expected of an Owner.
- c. Any damage by a Lessee to the common elements or limited common elements shall be the direct responsibility of the Owner as outlined in the By-Laws and Resolutions.
- d. The Recreation Building shall not be directly available to a Lessee. However, a Resident Owner may, on written request to the Chairman of the Recreation Building Committee, or to the Board, reserve the Recreation Building for the Lessee for one day. The said Resident Owner shall be responsible for the Recreation Building as if taken for his or her own use.
- e. It shall be the responsibility of the Owner leasing an apartment to make known to the Lessee the privileges and limitations of the apartment, its common and limited common elements and furnish copies of By-Laws.
- f. A Non-Resident Owner leasing an apartment assumes the role of a land lord. Therefore, forfeits the following privileges for the leased apartment:
  - (1) The access to any part or location of the apartment building.
  - (2) The use of the common elements and limited common elements.
  - (3) The use of the Recreation Building for personal use.

Condominium Plans pertains; hereto are filed in Condominium Plat Book 27 Pages 5-8

01 Dec 31 04  
#5 Rm 1300  
41 DS  
43 Int  
1st 1300  
BA

Ret: Southwest Management Inc  
1 Countryside Office Park Suite 200  
Clearwater, Fla., 33515

Section 4. - Requirements for Selling & Leasing

- a. An Owner selling or leasing an apartment shall notify the Association through the Board immediately of intentions.
- b. On obtaining a buyer or lessee, the Owner shall immediately present to the Board the following information of the proposed buyer or lessee for the Board's approval:

- (1) Name
- (2) Present address
- (3) Credit rating
- (4) Profession
- (5) Employer
- (6) References or suitable substitutes
- (7) Furnish By-Laws on closing sale

c. Complete and return all forms furnished by the Pinewood Village Condominium Association, including copy of the Sales Contract/Lesse.

2) ARTICLE XXV. Recreation Area and Common Facilities

Section J. Personal use of the Club House:

The Club House may be assigned for personal use to a resident Owner and familial Lessee for one day per year on a first come first served basis.

The Club House shall not be directly available for personal use to a Lessee. However, a resident Owner may sponsor a Lessee (preferably the Lessor) and accept responsibility for the Club House and Facilities as if taken for his or her own use. Assignees shall be 21 years of age or older.

The Club House is not available for personal use on the third Tuesday evening of any month. The on-going Association activities shall take preference over the personal use of the facilities. The name and unit number of assignee shall be posted.

The facilities when used for personal use are available for only one day including preparation and clean-up. The premises shall be vacated by 11:00 P.M., except for Association activities.

The assignees using the Club House for personal use shall be responsible for the conduct of friends and associates, also responsible for maintaining a reasonable noise level during the activity. The assignee shall be responsible for the care and clean-up of the building, appliances, and all appurtenances including:

- 1. Switching off all lights, appliances and equipment.
- 2. Placing all thermostats in off position.
- 3. Removing all garbage to the dumpsters.
- 4. Locking and securing building.

A deposit of \$25.00 and the necessary signatures, also the approval of the Board Member in charge is required for the assignment of the Club House for personal use. The sum of \$10.00 will be returned to the assignee after satisfactory inspection of facilities by the assigning Board Member.

IN WITNESS WHEREOF, PINWOOD VILLAGE CONDOMINIUM ASSOCIATION has caused these presents to be executed by its appropriate officers this 24<sup>th</sup> day of June, 1983.

Signed, sealed and delivered in the presence of:

Dorcas Allen  
[Signature]

PINWOOD VILLAGE CONDOMINIUM ASSOCIATION

BY James Johnson  
President

Attest: Florence Bergstrand  
Secretary Pro Tem

STATE OF FLORIDA }  
COUNTY OF PINELAS }

BEFORE ME, an officer authorized to take acknowledgments, in and for said County and State, hereby certify that Jim Johnson and Florence Bergstrand of Pinewood Village Condominium Association, to be personally known, who acknowledged to me that they executed the foregoing instrument as officers and that said instrument is the act and deed of said corporation.

WITNESS by hand and official seal this 24<sup>th</sup> day of June, 1983.

Patricia O. Beck  
Notary Public

My Commission expires:

.....  
.....

Prepared by Board of Directors of Pinewood Village Condominium Association.

RETURN TO:

SOUTHWEST MANAGEMENT, INC.  
1 COUNTRYSIDE OFFICE PARK, SUITE 300  
CLEARWATER, FLORIDA 33516

VINCEAS CO. FILING  
Karl W. DeBlaker  
JUN 12 2 58 PM '85

D.R. 6011 PAGE 1484

85121846

AMENDMENT TO THE  
DECLARATION

19 18714793 72 1. 12.065  
90 7.00  
TOTAL 7.00 CHX

OF

PINEWOOD VILLAGE CONDOMINIUM ASSOCIATION, INC.

a corporation not for profit  
under the laws of the State of Florida  
(pursuant to the Condominium Act)

RETURN TO  
Karl W. DeBlaker  
1500 N. W. 11th Street, Suite 100  
Clearwater, Florida 34615

CONDOMINIUM PLANS REMAINING HERETO ARE FILED IN CONDOMINIUM PLAT BOOK 27 PAGE 5-8

At a Special Meeting of all the unit members, held on February 19, 1985, at the Clubhouse in Pinewood Village Condominium, Clearwater, Florida, in compliance with the DECLARATION of the Association, all the unit owners having been previously notified by mail of the proposed changes in the DECLARATION and having submitted proxies, upon motion duly made, seconded and carried by a majority of the unit owners, and that the proxy votes were spread upon the minutes, the following resolutions were adopted:

RESOLVED that ARTICLE XIX, Section 4, which now reads:

Section 4. No pets shall be permitted in any of the units or on the common elements other than one cat per unit, birds (such as canaries or parakeets) and fish (such as goldfish and tropical varieties). However, a dog owned by a unit owner at time of purchase of the unit may be kept as a pet but may not be replaced when it dies; such pets may be walked only in designated "pet walking areas" established by the board of directors of the Condominium. No pets shall be raised for commercial purposes, nor shall any pet be allowed to disturb or create a nuisance to other unit owners.

ARTICLE XIX, Section 4, shall now hereinafter read:

Section 4. No cats or dogs will be permitted upon the premises by a purchaser of a unit. Pets shall not be permitted in any of the units or common elements other than birds (such as parakeets or canaries, fish (such as goldfish and other tropical varieties of fish). Dogs or cats presently owned by a unit owner

40 Rec 9.00  
41 OS  
43 Tot  
Tot 9.00

at the time of the enactment of this amended article may be kept as a pet, but not be replaced when it dies; such pets may be walked only in designated "pet walking areas" established by the board of directors of the Condominium. No pets shall be raised for commercial purposes, nor shall any pet be allowed to disturb or create a nuisance to other unit owners.

PINWOOD VILLAGE  
CONDOMINIUM ASSOCIATION,  
INC., A Florida Corporation

By: Robert E. Spurling  
President

Attest: Robert F. Hale  
Secretary



STATE OF FLORIDA)  
COUNTY OF PINELLAS)

I HEREBY CERTIFY that before me, an officer duly appointed by the court, personally appeared ROBERT E. SPURLING and ROBERT F. HALE, President and Secretary of PINWOOD VILLAGE CONDOMINIUM ASSOCIATION, INC., respectively, known to me to be the persons described in the above who did swear that the above is true and correct to the best of their knowledge, and did execute the foregoing Amendments to the Declaration, for the purposes contained therein, on this 28 day of FEBRUARY, 1984.

Marilyn A. [Signature]  
Notary Public

My Commission Expires:

Notary Public, State Of Florida At Large  
My Commission Expires Sept. 3, 1987  
Issued By: LE 123 Insurance Company of America



85168033

O.R. 6052 PAGE 1611

Cash 10  
40 Rec 9.00  
41 DS  
43 Int  
Tot 9.00

AUG 13 11 01 AM '85

AMENDMENT TO THE  
DECLARATION

OF

PINEWOOD VILLAGE CONDOMINIUM ASSOCIATION, INC.

SCRIVENER'S ERROR

15 15726059 40  
40  
TOTAL

1. 11AG85  
9.00  
9.00 (HK)

AFFIDAVIT

COUNTY OF PINELLAS )  
STATE OF FLORIDA ) SS:

Be it known that on the 22 day of July, 1985 before me,  
Marie S. Scott, a notary public in and for the  
county and state aforesaid, residing in the City of Clearwater in  
said county, duly commissioned and sworn, and by law authorized to  
administer oaths and affirmations, personally appeared MARIE S. SCOTT,  
of the City of Clearwater, in said county and state, and being by me  
first duly sworn, upon her oath deposes and says:

1. That I, MARIE S. SCOTT, am a notary public in and for the State of Florida.
2. That on February 28, 1985, I notarized a document.
3. That the signatures that I notarized were a ROBERT E. SPERLING and a ROBERT I. MALE.
4. That ROBERT E. SPERLING did personally appear and sign as President for Pinewood Condominium Association, Inc.
5. That ROBERT I. MALE did appear and sign as Secretary for PINEWOOD CONDOMINIUM ASSOCIATION, INC.
6. The document mentioned above was an amendment to the Declaration of Pinewood Village Condominium Association, Inc. and was subsequently recorded in the Public Records of Pinellas County in O. R. Book 6011 at Page 1484 and Page 1485.
7. Since recordation of the above document, it has been found that the year that was typed in was 1984 which was incorrect and should have read 1985.
8. I have reviewed the document as recorded and noted that through a scrivener's error that the year 1984 is incorrect and should read 1985.

CONDOMINIUM PLATS CONTAINING HERETO ARE FILED IN CONDOMINIUM PLAT BOOK 27 PAGES 5-8

Please return to:  
James L. Berfield, Esq.  
2566-A McMillan Booth Road  
Clearwater, FL 33519

9. That ROBERT E. SPERLING as President, and ROBERT I. HALE,  
as Secretary, did execute this document in my presence on the 28th day  
of February, 1985.

FURTHER AFFIANT SAYETH NOT.

*Marie S. Scott*  
\_\_\_\_\_  
Affiant, MARIE S. SCOTT

SWORN TO AND SUBSCRIBED before me by the said  
MARIE S. SCOTT this 22 day of July, 1985.

My Commission Expires:

*Marie S. Scott*  
\_\_\_\_\_  
NOTARY PUBLIC  
STATE OF FLORIDA AT LARGE

Notary Public, State Of Florida At Large  
My Commission Expires Sept 3, 1987  
Notary Public, State Of Florida At Large

Instrument prepared by: James L. Borfield, Esq.  
2566-A McMullen Booth Road  
Clearwater, FL 33519

CERTIFICATE OF AMENDMENT OF  
PINWOOD VILLAGE CONDOMINIUM

NOTICE IS HEREBY GIVEN THAT, at a duly called meeting of the members on November 2, 1990, by a vote as required by the Declaration of Condominium and after the unanimous adoption of a Resolution proposing said amendments by the Board of Administration, the Declaration of Condominium of Pinewood Village Condominium, as recorded in O.R. Book 4648, Page 294, et seq., of the Public Records of Pinellas County, Florida, be, and the same is hereby amended as follows:

OF RECORDING  
REC \_\_\_\_\_  
DS \_\_\_\_\_  
INT \_\_\_\_\_  
FEES \_\_\_\_\_  
MTR \_\_\_\_\_  
P/C \_\_\_\_\_  
REV \_\_\_\_\_  
TOTAL 72.00

1. The Declaration of Condominium of Pinewood Village Condominium, is hereby amended in accordance with Exhibit A attached hereto and entitled "Schedule of Amendments to Declaration of Condominium."

2. The Bylaws of Pinewood Village Condominium are hereby amended in accordance with Exhibit B attached hereto and entitled "Schedule of Amendments to Bylaws."

IN WITNESS WHEREOF, we have affixed our hands this 27 day of NOVEMBER, 1990, at Pinellas County, Florida.

PINWOOD VILLAGE CONDOMINIUM  
ASSOCIATION, INC.

By: Mary H. Delaney  
As its President

(CORPORATE SEAL)

Attest: Lillian C. Quinn  
Secretary

STATE OF FLORIDA  
COUNTY OF PINELLAS

On this 27 day of November, 1990, appeared the President and Secretary and acknowledged the execution of this instrument for the purposes herein expressed.

Mary Sweeney  
Notary Public  
Commission Expires:

Notary Public, State of Florida at Large  
My Commission Expires Jan. 7, 1993

26107085 NSB 12-12-90 11:50:43  
OF  
RECORDING 1 \$42.00  
TOTAL: \$42.00  
CHECK AMT. TENDERED: \$42.00  
CHANGE: \$0.00

KARLEEN F. DEBLANER, CLERK  
DEC 12, 1990 12103PH

R. TIMOTHY PETERS, F. A., ATTORNEY AT LAW, CLEARWATER, FLORIDA

ORIGINAL CONDOMINIUM PLAN PERTAINING HERETO THIS INSTRUMENT PREPARED BY R. THOMAS TUDOR  
IS FILED IN CONDOMINIUM PLAN BOOK 221  
PAGES 5-8  
R. TIMOTHY PETERS  
BOX 6216, CLEARWATER, FL 34618-0216

SCHEDULE OF AMENDMENTS  
TO THE DECLARATION OF CONDOMINIUM FOR  
PINWOOD VILLAGE CONDOMINIUM

Amendment 1: Article XVII is amended as follows:

ARTICLE XVII

Limited Common Elements

Limited Common Elements mean and include those common elements which are reserved for the use of a certain unit or units to the exclusion of other units.

Assigned parking spaces are declared to be Limited Common Elements. Each unit owner shall have the exclusive use of the parking space numbered the same as the unit owner's unit, all as set forth on Sheet 3 of Exhibit "D" hereof. The owner or resident will only park in this assigned space unless written permission to park in another assigned space is obtained.

Amendment 2: Article XIX is amended in part as follows:

Section 5. Unit owners, their families, guests, invitees, or lessees shall in no way deface or mar, or make any alteration, repair or replacement, or change, in or to the common elements or limited common elements, and shall be liable for damages therefor. Residents desiring to add plants or hanging plants must get permission from the Board of Directors in advance. Only one (1) hanging plant per unit will be approved.

Section 9. All occupants of units shall exercise extreme care about making noises, or the use of musical instruments, radios, televisions and amplifiers, that may tend to disturb other occupants.

Section 13. Unit owners, or unit owners' approved lessees, shall be permitted to have visitor occupants of any age for up to three weeks during any six month period, or a maximum of six weeks in any twelve month period, provided that at no time shall any one bedroom unit be occupied by more than five individuals nor any two bedroom unit by more than six individuals. ~~The six-month-periods-shall-commence~~

en-the-date-of-filing-of-the-Declaration. A child that is the subject of a shared custody arrangement between his parents is not a guest and is not subjected to the time limitation prescribed in this section. A person occupying a unit for the purpose of assisting the unit owner when the unit owner is ill or otherwise disabled is not a guest and is not subject to the time limitation prescribed in this section. Family members of a unit owner that occupy the unit owner's unit in the absence of the unit owner are not guests and are not subject to the time limitation prescribed in this section. A guest is defined as being a person who is visiting a unit owner or a lessee of a unit owner while that unit owner or lessee is present. A person who is utilizing a unit in the absence of an owner or lessee is not a guest and for purposes of this Declaration is considered a tenant.

Section 15. No motor vehicles other than regular passenger automobiles, pickup and light van type trucks shall be permitted to park in the condominium property other than for the time needed for pickup and delivery. Large recreational vehicles, boats and/or boat trailers may not be parked in parking spaces in the condominium or on the common elements of the condominium. A unit shall not have more than two (2) vehicles. The vehicles must be parked in assigned parking spaces designated for unit owners and the use of the guest parking spaces are on a first come first serve basis only.

No vehicle which is not currently licensed or cannot operate on its own power shall remain on the premises for more than seventy-two (72) hours. As used in this section, the term "licensed" shall mean that the vehicle displays, at all times, a license plate or license tag to which is affixed a sticker indicating that the vehicle is currently registered with the State of Florida or other state as the case may be. Any member of the Board, or any of the Board's agents, which has reasonable cause to believe that a vehicle is unable to operate on its own power shall affix a sticker

thereto notifying the owner of the vehicle that it is considered to be in violation of the condominium rules and regulations. The owner of such vehicle shall have seventy-two (72) hours from the date and time affixed to the sticker to respond to the Board or its agent and demonstrate that the vehicle can operate on its own power. If the owner cannot so demonstrate or if the owner does not contact the Board, the vehicle may be towed at the owner's expense.

Any vehicle violating any provision of this section may be towed at the owner's expense. Any damage caused to or by the towed vehicle will be the full responsibility of the owner of the towed vehicle. The Board of Directors of the Condominium Association, or its agents, shall have the authority to affix stickers to the vehicle and nothing contained herein shall be construed to require said Board to affix a sticker to the vehicle before towing it.

Section 17. Fines.

17.1. Authority: Pursuant to Florida Statutes 617.10(3) and 718.303(3), the Board of Directors may impose fines on unit owners in such reasonable sums as they deem appropriate, not to exceed Fifty Dollars (\$50.00), for violations of the Act, the Declaration, the Articles, the Bylaws and lawfully adopted rules and regulations, by owners or their guests or tenants. Each day of the violation shall be a separate violation. No fines shall be imposed until the offending party (which always shall include the unit owner) has been given written notice of the violation and an opportunity to appear and be heard before the Board of Directors or Grievance Committee.

17.2. Violations: For violation of or failure to comply with any provision contained in the Declaration of Condominium, Bylaws, Articles of Incorporation, or the rules and regulations of the Association, or of any recreational facility, by any unit owner, or by his guest or relative, the unit owner may be fined or reprimanded or censured by the Board of Directors of this Association.

17.3. Fines and Assessments: A fine not to exceed Fifty Dollars (\$50.00) for each violation or failure to comply may be levied and continuing violations or failures may result in additional fines and assessments levied on a daily basis. In the event of any damage to or destruction of the condominium property, the Board may also impose a fine or assessment to cover the costs of repairing or replacing such property.

17.4. Grievance Committee Hearings: A hearing shall be conducted by the Grievance Committee of the condominium. The board shall initially appoint members to the Committee, but the Grievance Committee may elect additional members as it deems necessary. A majority of those members of the Grievance Committee hearing a matter shall be sufficient to make findings of fact. No member of the Board of Directors shall be a member of the Grievance Committee.

General procedures applicable to such hearings include:

A. Written charges of an alleged violation, or of a failure to comply with the condominium documents or the rules and regulations of the Condominium shall be either given personally, or sent by certified mail, return receipt requested, to the unit owner.

B. At least fourteen (14) days' notice shall be given to the unit owner informing him of the time and place at which the hearing on such charges will take place. This notice shall also advise the unit owner that an adjournment may be requested. In addition, the notice shall state that the owner may be represented and that the presentation of evidence can be made in person or by a written submission of the unit owner's position on the charges.

C. If the unit owner fails to appear or present any written evidence at such hearing, the charges shall be deemed to have been admitted by the unit owner.

D. The hearing shall be conducted in an informal manner with an intention to permit each party to fully and

adequately present his position and each party shall be afforded an opportunity to question all witnesses.

17.5. Grievance Committee Report and Recommendation: The Grievance Committee shall, within seven (7) days, make a written report of its findings, with a recommendation to the Board of Directors. The Board of Directors shall, upon receipt of the Committee's report and recommendation, proceed to make a final disposition of the matter by a majority decision.

17.6. Written Notice: The Board shall provide the unit owner with written notice of the decision either by hand delivery to the unit owner or by certified mail, return receipt requested.

17.7. No Waiver of Rights: Nothing herein contained shall deprive or be deemed to preclude any unit owner or the association from proceeding or taking action in any court for the enforcement of its rights or remedies or for any other relief.

Section 18. In the event it becomes necessary that the Directors bring a legal proceeding for damages or for the enforcement of and/or the abatement, as the case may be, or any provisions of the Declaration, Bylaws, and other restrictive covenants, the losing party is responsible for paying the costs and expenses for such legal proceedings including reasonable attorneys' fees, together with reasonable attorneys' fees for any appellate proceedings.

Amendment 3: Article XX, Section 2, is amended in part as follows:

Section 2. - LEASING. No unit shall be leased or rented by the respective unit owner thereof for transit or hotel purposes, which are hereby defined as (a) rentals for less than ninety (90) days, or (b) rentals where the occupants of the unit are to be provided services, such as room service for food and beverage, maid service, furnished of laundry and linens, and bell boy services. Other than for the foregoing,



the owner or owners of the respective units shall have the right to lease same, provided that all such leases are made subject to this Declaration, and the Condominium Act, and a copy of the lease is furnished the Directors of the Association. All leases must be in a written format and the Board of Directors reserves the right to interview all applicants prior to their occupancy. The Association may charge an application fee up to the amount allowable by law. For the twelve (12) month period after purchase, a unit can only be occupied by an owner (no leasing).

The portions of this Amendment which are stricken through with hyphens, i.e., hyphens, are to be deleted. The portions of this Amendment which are underlined constitute new words to be inserted into the paragraph.

Exhibit A

PAGES 5  
 ACCT \_\_\_\_\_  
 REC 2700  
 DRG ID \_\_\_\_\_  
 DS \_\_\_\_\_  
 INT \_\_\_\_\_  
 FEES \_\_\_\_\_  
 MYF \_\_\_\_\_  
 P/C \_\_\_\_\_  
 REV \_\_\_\_\_

*R*  
 PREPARED BY AND RETURN TO:  
 JOSEPH R. CHAMFRONE, P.A.  
 1568 Bayshore Blvd.  
 Dunedin, Fl. 34698

TOTAL 400.00  
 - CK BAL \_\_\_\_\_  
 CHG AMT \_\_\_\_\_

KARLEEN F. DE BLAKER, CLERK OF COURT  
 PINELLAS COUNTY, FLORIDA (727) 464-8616

NI061618 07-09-2003 14:11:06 BJB  
 51 AGR-PINEWOOD CONDO  
 007920  
 TH:03281483 BK:12884 SPG:1208 EPG:1212  
 RECORDING 005 PAGES 1 \$24.00

TOTAL: \$24.00  
 CHECK AMT. TENDERED: \$24.00  
 CHANGE: \$.00  
 BY \_\_\_\_\_ DEPUTY CLERK

03-281483 JULY- 8-2003 2:11pm  
 PINELLAS CO BK 12884 PG 1208

CERTIFICATE OF AMENDMENT  
 TO  
 DECLARATION  
 FOR  
 THE CREATION AND ESTABLISHMENT OF  
 PINEWOOD VILLAGE CONDOMINIUM

NOTICE IS HEREBY GIVEN that at a duly called meeting of the members on July 8, 2003, by an affirmative vote of seventy-five percent (75%) of the unit owners present and voting, the Declaration for the Creation and Establishment of Pinewood Village Condominium, as originally recorded in O.R. Book 4648, Page 294 et seq., in the Public Records of Pinellas County, Florida, be, and the same is hereby amended as follows:

The Declaration for the Creation and Establishment of Pinewood Village Condominium is hereby amended in accordance with Exhibit "A" attached hereto and entitled "Schedule of Amendments to the Declaration for the Creation and Establishment of Pinewood Village Condominium."

IN WITNESS WHEREOF, PINEWOOD VILLAGE CONDOMINIUM, has caused this Certificate of Amendment to be executed in accordance with the authority hereinabove expressed this 9 day of July, 2003.

PINEWOOD VILLAGE CONDOMINIUM

(Corporate Seal)

By: Helen Puckett  
 HELEN PUCKETT, President

ATTEST:  
Marlene Underwood  
 MARLENE UNDERWOOD  
 Secretary


CONDOMINIUM PLATS PERTAINING HERETO ARE FILED IN  
 CONDOMINIUM PLAT BOOK 27, PAGES 5, 6, 7 & 8.

STATE OF FLORIDA  
COUNTY OF PINELLAS

On this 9 day of July, 2003, personally appeared before me,  
Helen Puckett, President, and Marlene Underwood, Secretary, of  
PINWOOD VILLAGE CONDOMINIUM, and who are personally known to me or  
produced Drivers License as identification and who did take an  
oath.



Joseph R. Gianfrone  
Commission # CC 941319  
Expires June 26, 2004  
Bonded Thru  
Atlantic Bonding Co., Inc.

  
\_\_\_\_\_  
NOTARY PUBLIC  
State of Florida at Large  
My Commission Expires:

SCHEDULE OF AMENDMENTS  
TO THE  
DECLARATION  
FOR  
THE CREATION AND ESTABLISHMENT OF  
PINWOOD VILLAGE CONDOMINIUM

Additions Indicated by Underline  
Deletions Indicated by ~~Strike Through~~  
Omissions Indicated by Ellipsis...

1. ARTICLE XX, Transfer of Condominium Parcels, Section 1 - SALES, of the Declaration, is amended to read as follows:

Section 1 - SALES. Prior to the sale or transfer of a condominium parcel, any unit owner desiring to sell or transfer his condominium parcel shall first submit the name of the proposed purchaser, and the contract of sale to the Board of Directors for their approval, or disapproval, which shall be given within ten (10) days from the date of the submission of the contract of sale. If approved, the approval by the Board shall be in writing and executed in such manner as to entitle it to be recorded in the Public Records of Pinellas County, Florida.

If neither approved nor disapproved within ten (10) days, the transfer shall be deemed to have been approved by the Directors.

If the transfer be disapproved, the Directors shall have twenty (20) days from date of disapproval within which to purchase the condominium parcel on the same terms and conditions as contained in the contract for sale, except that the purchase price shall be payable in cash.

If the Directors fail to close the purchase within said twenty-day period, then the unit owner shall be free to sell and convey to the intended purchaser.

The above and foregoing provisions shall not be applicable to any transfer by the undersigned; to any transfer by a unit owner to any member of his or her immediate family (viz., spouse, children or parents); to any sale or transfer made by an institutional mortgagee

EXHIBIT "A"

acquiring title as a result of the foreclosure of its mortgage lien, or due to a voluntary acceptance of a transfer of title in lieu of such foreclosure; to a purchaser acquiring title in such foreclosure proceedings, or the acceptance of a transfer of title in lieu of such foreclosure; or to sales made pursuant to order or decree of a court in connection with the foreclosure of an institutional first mortgage.

No persons, natural or otherwise, or other legal entity may own or have an interest, expectancy, or possess a right in, either directly or indirectly, more than two (2) condominium parcels. For the purposes of this restriction, a husband and a wife, or any blood relatives, shall be considered one (1) entity. This restriction shall not apply to: (1) an institutional mortgagee who has received title to a unit through foreclosure or deed in lieu thereof; or (2) to any ownership interest that may exist on or before the date this amendment is recorded in the Public Records of Pinellas County, Florida; or (3) purchase of units by the Association by foreclosure or deed in lieu thereof.

2. ARTICLE XX, Transfer of Condominium Parcels, Section 2 - LEASING, of the Declaration, is amended to read as follows:

Section 2 - LEASING. No unit shall be leased or rented by the respective unit owner thereof for transit or hotel purposes, which are hereby defined as (a) rentals for less than ninety (90) days, or (b) rentals where the occupants of the unit are to be provided services, such as room service for food and beverage, maid service, furnished of laundry and linens, and bell boy services. Other than for the foregoing, the owner or owners of the respective units shall have the right to lease same, provided that all such leases are made subject to this Declaration, and the Condominium Act, and a copy of the lease is furnished the Directors of the Association. All leases must be in a written format and the Board of Directors reserves the right to interview all applicants prior to their occupancy. The Association may charge an application fee up to the amount allowable by law. ~~For the twelve (12) month period after purchase, a unit can only be occupied by an owner (no leasing).~~

As of the recording date of this amendment, no leases or rentals of a unit shall be permitted until after the record title holder has physically occupied the unit for a period of twelve (12) consecutive calendar months as a permanent resident. A unit shall not be leased until the record title holder has owned the unit for longer than twenty-four (24) months.

Unit owners in title prior to the recording of this amendment shall fall under the previous provision which stated the unit can only be occupied by an owner (no leasing) for the twelve (12) month period after purchase. The grandfathering provision of the foregoing sentence will exist for a maximum of twelve (12) months from date of recording this amendment, after which time all units shall be governed by the amendment as stated in the first paragraph.