

INVERNESS CONDOMINIUM II

(A Residential Condominium)

NOT A 55+ COMMUNITY

U.S. HOME CORPORATION

81058717

DECLARATION OF CONDOMINIUM
INVERNESS CONDOMINIUM II

APR 16 12 07 PM '81

CLERK CIRCUIT COURT

ARTICLE I
SUBMISSION STATEMENT

U. S. HOME CORPORATION, the Developers of INVERNESS CONDOMINIUM II, A CONDOMINIUM, and the owner and holder of the fee simple title in and to the real property hereinafter described in Article III hereof entitled "LAND", hereby submit the same to condominium ownership pursuant to Chapter 718, Florida Statutes, The Condominium Act, upon the terms, conditions, restrictions, reservations and limitations hereinafter set forth. Except where variances permitted by law appear in this Declaration or in the attached By-Laws or in lawful amendments to either of them, the provisions of The Condominium Act as presently constituted, including the definitions therein contained, are adopted and included herein by express reference.

ARTICLE II

NAME

The name by which this Condominium is to be known and identified is INVERNESS CONDOMINIUM II.

ARTICLE III

LAND

The legal description of the real property included in the Condominium and submitted herewith to condominium ownership is:

196.00
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196.00~

See Page 1 of Exhibit "A"

ARTICLE IV

IDENTIFICATION OF UNITS

The Condominium property consists of the land described in Article III hereof and all easements and rights appurtenant thereto, together with the buildings and other improvements constructed thereon, which includes the units, common elements and limited common elements as reflected on the condominium plat incorporated herein by reference. The principal improvements on the real property submitted herewith to condominium ownership consist of one (1) apartment building. The apartment building will be known as Building 4 and will contain a total of thirty-eight (38) apartment units.

Each of the apartment building's apartment units, each of which is declared to be a condominium unit, is designated by a 4-digit identifying number. The first digit identifies the building in which the apartment unit is located. The second digit refers to the floor on which the unit is located. The third and fourth digits identify the particular apartment involved. For example, Unit 4101 is

THIS INSTRUMENT PREPARED BY (PRINT NAME)
R. TIMOTHY PETERS, ATTORNEY
GOZA, HALL, PEACOCK, PETERS AND SMITH, P.A.
BOX 6316, CLEARWATER, FL 33518

CONDOMINIUM PLAT PERTAINING HERETO
ARE FILED IN CONDOMINIUM PLAT
BOOK 50 PGS 16 thru 21 INCL.
PROSPECTUS EXHIBIT 2
DECLARATION

located in Building 4, on the ground floor, and is apartment 1 in that building.

In Building 4 there are thirty-eight (38) apartments, with apartments 4101, 4102, 4111, 4112, 4201, 4202, 4212, 4213, 4301, 4302, 4304, 4305, 4306, 4307, 4308, 4309, 4310, 4312 and 4313 containing two bedrooms and two bathrooms; apartments 4104, 4105, 4106, 4107, 4108, 4110, 4204, 4205, 4206, 4207, 4208, 4209, 4210, 4303 and 4311 containing one bedroom and one bathroom; and apartments 4103, 4109, 4203 and 4211 being efficiency apartments with one room which serves as both a bedroom and living room and one bathroom.

Parking spaces and screened porches are limited common elements appurtenant to those units to which they are assigned or abut, the use of which is restricted to the units to which they are assigned or abutting. Maintenance and upkeep of each porch shall be the exclusive responsibility of the unit owner or owners to which that porch shall be appurtenant. The areas, rooms and spaces which are not within the boundaries of a condominium unit are common elements or limited common elements and shall be used, occupied, dealt with and managed as provided for in The Condominium Act and hereafter in this Declaration of Condominium.

Parking spaces are of two types. One type of parking is located under a carport and is sometimes referred to herein as "covered parking". The other type of parking is located in exterior areas which are not covered or enclosed and they are sometimes referred to herein as "outdoor parking". The term "parking spaces" as generally used herein refers to both types and locations of parking spaces.

A. Each numbered unit shall have as its boundary lines the interior unpainted finished surfaces of the ceiling, floor and perimeter walls. All bearing walls located within a unit constitute part of the common elements up to the unpainted finished surface of said walls. All doors, be they glass or otherwise, which are in the perimeter walls of a unit shall be a part of the unit up to the exterior unfinished surface thereof.

B. Each condominium parcel includes the undivided interest of each unit owner in and to the common elements, it being understood that all conduits and wires up to their outlets and all other utility lines and pipes up to their outlets, regardless of location, constitute parts of the common elements. Each condominium parcel includes the condominium unit together with the undivided share in the common elements which is appurtenant to the unit and the interior of each unit in any limited common elements appurtenant to that unit such as parking spaces.

ARTICLE V

SURVEY, PLOT PLAN, AND GRAPHIC DESCRIPTION OF IMPROVEMENTS

A. There is attached hereto as an exhibit and made a part hereof and recorded simultaneously herewith, a Survey, Plot Plan and Graphic Description of Improvements mentioned above, showing the units, common elements and limited common elements, their location and approximate dimensions in sufficient detail to identify them, and said Survey, Plot Plan and Graphic Description of Improvements and the notes and legends appearing thereon are made a part hereof and shall be deemed and identified as Exhibit No. B to this Declaration. Said Exhibit No. B has been certified to and in the manner required

by Section 718.104(4)(e), Florida Statutes, The Condominium Act.

B. The initial directors of the Association shall establish a parking plan and will assign one (1) parking space to each of the units in the condominium. Additional parking spaces shall be allocated as guest parking spaces and shall be used in common by owners, guests and invitees, pursuant to reasonable rules and regulations to be adopted from time to time by the Association. The parking plan need not be recorded in the Public Records but the Association shall keep said plan in its records and make same available to unit owners at all reasonable times.

C. Subsequent to the recording of this Declaration of Condominium, the Developer or Condominium Association may assign the parking spaces not assigned to units in this Condominium to the various units and may record among the Public Records of Pinellas County, Florida, as such assignments are made, an instrument executed with the formalities of a deed designating the assignment of said parking spaces to the condominium unit or units to which such parking spaces shall thereafter be appurtenant as limited common elements. From and after the recording of such designation with respect to any condominium unit, such parking space or spaces shall constitute a limited common element to the unit to which they are appurtenant and may not thereafter be removed as a limited common element appurtenant to said unit without the written consent of the owner of the unit to which they are appurtenant. The Developer and Condominium Association, in assigning from time to time the various parking spaces to the condominium units, shall nevertheless be required to assign, or reserve until assigning, one (1) parking space to or for each condominium apartment unit in the Condominium. Combined units (apartments composed of more than one condominium unit as elsewhere mentioned or provided for in this Declaration) shall be entitled to the total number of parking spaces as they would be entitled to if such units were not combined. Parking spaces assigned as limited common elements appurtenant to a unit are reserved for the use of that unit and the owners and occupants of that unit to the exclusion of all other units. Any parking spaces not assigned as limited common elements shall, during the period when they are not assigned, be deemed common elements. Provided that each unit shall have assigned to it the required number of parking spaces, the remaining parking spaces may be designated by the Condominium Association (after the Developer no longer controls the designation of parking) as common elements of the Condominium not appurtenant to any specific unit by an instrument in writing and recorded, and such parking spaces shall thereafter be subject to such use as the Condominium Association shall from time to time direct, and may be made available for guest parking. Parking spaces so designated common elements by the Condominium Association may, with approval of a majority of the whole number of unit owners, be designated by the Condominium Association as limited common elements to one or more units, provided that such designation is executed with the formalities required of deeds by the authorized officers of the Condominium Association, and sets forth that the approval of a majority of the whole number of unit owners to such designation was obtained at a meeting of unit members (members of the Condominium Association) called at least in part for that purpose or obtained in writing and on file with the Condominium Association, either of which procedures shall be valid for the purposes mentioned herein. From and after the recording of such designation among the Public Records of Pinellas County, Florida, the subject parking space or spaces shall become limited common elements to the unit or units to which they have been so assigned, to the same effect and with the same results as if such designation had been made herein. In lieu of the procedure set forth above for

the designation of record of parking spaces as limited common elements, the Developer and/or the Condominium Association may assign specific parking spaces (the required number per unit) to the units without recording such assignment and in such case the use of such parking spaces shall be restricted to the unit owner or owners to which the space is so assigned.

D. During such time as the Developer shall own any units in the Condominium, and shall not have designated in respect of such units the required number of parking spaces, the Developer shall control and have the right in lieu of the Condominium Association to make all designations of parking. Until the Developer shall, in whole or in part, relinquish the right to designate the parking spaces, or until the Developer has designated with respect to all unsold units retained by the Developer or owned by the Developer (or the Developer's successor as Developer) the required number of parking spaces, then the Condominium Association shall not exercise the rights and authorities herein granted to the Condominium Association in respect of parking, but all such rights shall be exclusively exercisable by the Developer. The Developer may at any time by an instrument in writing delivered to the Condominium Association relinquish in whole or in part any of its rights herein relative to the designation of parking spaces. By way of example, Developer may relinquish the right to designate outdoor parking spaces but retain the right to designate covered parking spaces.

E. The Developer may, for the Developer's own account, sell the rights to covered parking spaces to such unit owners as Developer may, in the exercise of its absolute discretion, determine so to do, and in conjunction with such sale, assign an additional covered parking space to the purchaser thereof with the result that the purchaser of such additional covered parking space shall have two (2) covered parking spaces attributable to his unit as limited common elements appurtenant thereto. The Developer's reserved rights and authorities herein identified shall not expire with respect to extra unassigned covered parking spaces until such time as they shall be relinquished by an instrument in writing delivered by Developer to the Condominium Association, or until two (2) years after Developer, or any successor Developer, shall have sold and transferred the last unit in INVERNESS CONDOMINIUM II to a third party who is not a successor Developer, whichever date shall first occur.

F. This Article V may not be amended without the written consent of the Developer during such periods of time as the Developer shall have any rights hereunder to designate or control the designation of parking spaces.

ARTICLE VI

PHASE DEVELOPMENT PLAN

A. INVERNESS CONDOMINIUM II is a phase condominium. All the land which may become part of the Condominium is legally described on Page 3 of Exhibit A hereof, under the heading of "DESCRIPTION OF ALL LAND THAT MAY BECOME PART OF INVERNESS CONDOMINIUM II, A CONDOMINIUM".

B. The phases which are submitted to condominium ownership herein or which may become part of the condominium are Phases I and II, inclusive. Each respective phase is legally described on Exhibit A hereof, and is as shown on the

Plot Plan and Survey, being Pages 1 through 6 of Exhibit B. Phase I is the initial phase being submitted to condominium ownership herein. Phase II may be added by the recording of an amendment to the Declaration 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 the Developer and shall not require the joinder or consent of the Association or unit owners.

C. 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.

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

Phase I - September, 1981
Phase II - March, 1983

E. The respective phases contain the number of units following:

Phase I - 38 units
Phase II - 38 units

F. The types of units, the number of bedrooms and bathrooms, and the amount of air conditioned living space in each unit type is as follows:

<u>Unit Type</u>	<u>Amount of Air Conditioned Living Space</u>
A - 2 Bedroom/2 Bath/Den	1,302.73 square feet
B - 1 Bedroom/1 Bath	757.76 square feet
BL - 1 Bedroom/1 Bath Loft	737.06 square feet
C - 2 Bedroom/2 Bath	1,012.64 square feet
CL - 2 Bedroom/2 Bath Loft	1,185.41 square feet
D - Efficiency	541.32 square feet

G. If the second phase is not built, the units which are built shall be entitled to 100% ownership of all common elements within the phase 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. The Developer shall notify the 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.

H. 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 VII hereof.
3. The common elements will be enlarged, and each unit owner's percentage of ownership therein will decrease

as shown in Article VII hereof.

4. Such additional impact, if any, as hereinafter noted herein.

I. Nothing contained in this Declaration or in the Exhibits to the offering circular for this Condominium shall create any obligation, duty or commitment on the part of Developer to submit the land included in the successive phases described herein to condominium ownership or to construct additional residential units thereon. Any reference herein to Developer's intentions to continue development of this Condominium shall in no way constitute or be considered a dedication, reservation, limitation, covenant, or agreement affecting the presently undeveloped land in the described phases.

ARTICLE VII

UNDIVIDED SHARES IN THE COMMON ELEMENTS, AND SHARE IN THE COMMON EXPENSES AND COMMON SURPLUS APPURTENANT TO EACH UNIT

The percentage of ownership of the common elements, which shall also be the percentage of sharing common expenses and the percentage of owning common surplus, appurtenant to each unit is attached hereto and made a part hereof as Exhibit C.

ARTICLE VIII

CONDOMINIUM ASSOCIATION

The Association responsible for the operation of this Condominium is INVERNESS CONDOMINIUM II ASSOCIATION, INC. The Association shall have all the powers, rights and duties set forth in this Declaration, the By-Laws and the rules and regulations enacted pursuant to such By-Laws. The Association is sometimes herein referred to as the Condominium Association, the Association or the Corporation. A copy of the Articles of Incorporation of the Association are appended hereto as Exhibit No. 3. Amendments to the Articles of Incorporation shall be valid when adopted in accordance with their provisions and filed with the Secretary of State or as otherwise required by Chapter 617, Florida Statutes, as amended from time to time. Article XII of this Declaration regarding amendments to this Declaration shall not pertain to amendments to the Articles of Incorporation; the recording of which shall not be required among the Public Records to be effective unless such recording is otherwise required by law. No amendment to the Articles shall, however, change any condominium parcel or the share of common elements, common expenses or common surplus attributable to a parcel nor the voting rights appurtenant to a parcel unless the record owner or owners thereof and all record owners of liens upon such parcel or parcels shall join in the execution of such amendment.

ARTICLE IX

BY-LAWS

The operation of the Condominium Property shall be governed by the By-Laws of the Condominium Association which are annexed to this Declaration as Exhibit No. 4 and made a part hereof. Said By-Laws may be amended in the same manner and with the same vote required as for amendments to this Declaration.

ARTICLE X

EASEMENT FOR INGRESS AND EGRESS

The undersigned does hereby create, as part of the common elements of INVERNESS CONDOMINIUM II, for the benefit of all unit owners of INVERNESS CONDOMINIUM II, a nonexclusive easement for ingress and egress over all streets, walks, and other rights-of-way serving the units of INVERNESS CONDOMINIUM II, as shown on Exhibit B of this Declaration.

ARTICLE XI

MEMBERSHIP IN THE CONDOMINIUM ASSOCIATION
AND VOTING RIGHTS OF UNIT OWNERS

Every owner of a condominium unit whether he has acquired title by purchase from the Developer, the Developer's grantee, successor or assigns, or by gift, conveyance or by operation of law, is bound to and hereby agrees that he shall accept membership in the Condominium Association described in Article VIII hereinabove and does hereby agree to be bound by this Declaration, the By-Laws of the Condominium Association and the rules and regulations enacted pursuant thereto and the provisions and requirements of The Condominium Act and of the lawful amendments thereto. Membership is automatic upon acquisition of ownership of a condominium unit and may not be transferred apart and separate from a transfer of the ownership of the unit. Membership shall likewise automatically terminate upon sale or transfer of the unit, whether voluntary or involuntary.

The owner of every condominium unit shall accept ownership of said unit subject to restrictions, easements, reservations, conditions and limitations now of record and affecting the land and improvements constituting the Condominium Property.

Subject to the provisions and restrictions set forth in the By-Laws of the Condominium Association, each apartment condominium unit owner is entitled to one vote in the Condominium Association for each apartment condominium unit owned by him. Voting rights and qualifications of voters and membership in the Corporation are more fully stated, qualified and determined by the provisions of the Charter of the Association and by its By-Laws, which By-Laws are attached hereto and made a part hereof as Exhibit No. 4. Whenever a particular numerical or percentage vote is called for or provided for in this Declaration or in the By-Laws, unless the particular provision describing the vote required shall specifically require to the contrary, the vote required shall be that percentage or fraction of the total number of votes of the condominium unit owners present and voting or, if the provision involved so requires, of the total number of votes entitled to be voted on the matter. Unless a particular provision shall require otherwise, a majority vote of the number of votes of unit owners present and voting and entitled to vote on any matter shall be controlling, providing a quorum is present.

ARTICLE XII

AMENDMENT TO DECLARATION

A. Except as elsewhere provided in this Declaration, this Declaration may be amended from time to time by resolution

adapted at any regular or special meeting of the unit owners of the Condominium called in accordance with the By-Laws at which a quorum is present, such adoption to be by the affirmative vote of a majority of the total number of votes to which the unit owners present and voting shall be entitled. Such amendment shall be duly recorded in compliance with requirements of The Condominium Act. No amendment shall change any condominium parcel nor the share of the common elements, common expenses or common surplus attributable to any parcel, nor the voting rights appurtenant to any parcel, unless the record owners or owner thereof and all record owners of liens upon such parcel or parcels shall join in the execution of such amendments.

B. The provisions of Paragraph A above notwithstanding, no provisions of this Declaration or of the By-Laws of the Condominium Association which requires to be effective, operational or to be enacted, a vote of the unit owners greater than that required in Paragraph A above, shall be amended or changed by any amendment to this Declaration or to the By-Laws of the Condominium Association insofar as they appertain to said provision or provisions, unless in addition to all other requirements of Paragraph A above being met, said amendment or change shall be approved by a vote of the membership not less than that required by this Declaration or the By-Laws, whichever shall be applicable, to effect such provision or provisions. Furthermore, no amendment or change to this Declaration or to the By-laws shall be effective to affect or impair the validity or priority of any mortgage encumbering a condominium parcel or parcels without the written consent thereto by all of the mortgagees owning and holding the mortgage or mortgages encumbering the said parcel or parcels, which consent shall be executed with the formalities required for deeds and recorded with the aforesaid amendment.

C. The provision of Paragraphs A and B to the contrary notwithstanding, if it shall appear that through scrivener's error all of the common expenses or interest in the common surplus or all of the common elements in this Condominium have not been distributed in this Declaration such that the sum total of the shares of common elements which have been distributed or the shares of the common expenses or ownership of common surplus fails to equal 100%; or, if it shall appear that through such error more than 100% of the common elements or common expenses or ownership of the common surplus shall have been distributed; or, if it shall appear that through scrivener's error a unit has not been designated an appropriate undivided share of the common elements, common expense or common surplus; or, if it appears that there is an omission or error in this Declaration or in any of the Condominium Documents required by Law to establish this Condominium, the Condominium Association may correct the error and/or omission by an amendment to this Declaration and/or the other Documents by simple resolution of the Board of Directors of the Condominium Association approved by a majority of the whole number of Directors or by a majority vote of the unit owners voting at a meeting of unit owners (members of the Association) called at least in part for that purpose, at which a quorum is present. If such an amendment, considered and approved pursuant to this Paragraph, materially adversely affects property rights of unit owners, the unit owners whose property rights are so materially adversely affected must consent to the amendment in writing for the amendment to become effective. If the amendment, considered and approved pursuant to this Paragraph modifies the shares of common expense, common elements or common surplus appurtenant to one or more units, then the owners of the units and the owners of liens upon the units for which changes in the shares of common elements, common expense or common surplus are being made must consent in





writing to such amendment for such amendment to be effective. For the purpose of this Paragraph, no unit owner's property rights shall be deemed to be materially adversely affected nor shall his share of the common elements, common expense or common surplus be deemed modified for reason of the modification of the shares of common expense, common elements or common surplus appurtenant or attributable to another unit.

ARTICLE XIII

RESTRICTIONS

All unit owners, in addition to any other obligation, duty, right and limitation imposed upon them by this Declaration, the Articles, the By-Laws, 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:

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

B. 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.

C. 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. Notwithstanding the above, a unit owner may have one professionally prepared "for sale" or "for rent" sign per unit provided it is not larger than 12" x 18".

D. 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 and must be kept inside the owner's unit at all times when the pet is not being walked. No pets shall be raised for commercial purposes, nor shall any pet be allowed to disturb or create a nuisance to other unit owners.

E. 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.

F. 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.

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

H. All garbage or trash shall be placed in the

disposal installations designated for such purpose by the Association.

- I. 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.
- J. No occupants 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 p.m. and the following 9:00 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 6:00 p.m. and the following 9:00 a.m.; nor shall an occupant commit or permit any nuisance, or immoral or illegal act in his unit, or in the common elements.
- K. 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.
- L. 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.
- M. 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 "B" attached hereto.
- N. 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. Recreational vehicles, boats and/or boat trailers may be parked in the recreational vehicle parking spaces designated by the Developer.
- O. 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.

P. No unit owner shall lease or rent his unit for a term of less than ninety (90) days.

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 of any portion of the condominium documents, and, after notification by the Board of Directors, continues the violation, and in the event it becomes necessary for the Directors to bring a legal proceeding for the enforcement of and/or the abatement of, as the case may be, any

provision of the condominium documents, then in such event the unit owner shall pay the costs and expense of such legal proceedings, including reasonable attorneys' fees, together with reasonable attorneys' fees for any appellate proceedings.

ARTICLE XIV
ASSESSMENTS

A. The Condominium Association, through its Board of Directors, shall have the power to make and collect assessments, special assessments and such other assessments as are provided for by The Condominium Act, this Declaration and the By-Laws.

B. Common expenses shall include but not be limited to costs and expenses of operation, maintenance and management, property taxes and assessments against the Condominium Property (until such time as any of such taxes and assessments are made against the condominium parcels individually and thereafter only as to such taxes or assessments, if any, as may be assessed against the Condominium as a whole), insurance premiums for fire, windstorm and extended coverage insurance on the Condominium real property and personal property, premiums for public liability insurance, legal and accounting fees, management fees and operating expenses of the Condominium Property and the Association; maintenance, repairs and replacements (but only as to the common elements and limited common elements, except for emergency repairs or replacements deemed necessary to protect the common elements and property chargeable to the individual condominium parcel concerned), charges for utility and water used in common for the benefit of the Condominium, maintenance of the sewer lift station and sewer lines which serve the condominium property but which may or may not be located on the condominium property, cleaning and janitorial services for the common elements and limited common elements, expenses and liabilities incurred by the Association in and about the enforcement of its rights and duties against the members or others, and the creation of reasonable contingency or reserve requirements for the protection of the members and the Condominium Property (i.e., reserve for replacements, operating reserve to cover deficiencies in collections), and all other expenses declared by the Board of Directors of the Association to be common expenses from time to time, and any and all other sums due from the Association or unit owners under any lease, contract, Association membership or undertaking for recreational facilities described or permitted in Article XXVIII hereof.

C. The Association shall estimate from time to time the amount of common expenses it expects to incur and the period of time involved therein and may assess sufficient monies from unit owners to meet this estimate. Assessments for common expenses shall be borne by unit owners in the proportions or shares set forth in Article VII hereof pertaining thereto. Assessments shall be payable monthly or in such other installments and at such times as may be fixed by the Board of Directors.

D. Should the Association, through its Board of Directors, at any time determine that the assessments made are not sufficient to pay the common expenses, or, in the event of emergencies, the Board of Directors shall have authority to levy and collect additional assessments to meet such needs of the Association.

E. All notices of assessments from the Association to the unit owners shall designate when they are due and

payable. Assessments and installments thereof not paid when due shall bear interest from due date at eight (8) percent per annum.

F. In the event that assessments levied against any unit owner or any installments thereof shall remain unpaid for ninety (90) days or more, then so long as such delinquent assessments and/or installments are not received by the Association such unpaid assessments and/or installments shall be deemed to be a common expense of the Association to be paid out of Association reserves or surplus and, in the event said reserves or surplus are exhausted, then by means of a special assessment as the Board of Directors of the Association shall determine. Nothing herein shall be deemed to forgive or abate the obligation of the delinquent unit owner to pay the amount of such unpaid assessments to the Association or to pay assessments thereafter becoming due.

G. In the event that any installment of an assessment, whether monthly or otherwise, remains unpaid thirty (30) days after the same shall become due, the Board of Directors may declare the entire annual assessment as to that delinquent Unit Owner due and payable immediately in full, as if the entire amount was originally due and payable on that date.

ARTICLE XV

LIEI OF THE ASSOCIATION

The Association shall have a lien on each condominium unit for any unpaid assessment and interest thereon against the unit owner of each condominium unit as provided in The Condominium Act. In the event such lien is asserted or claimed, the delinquent unit owner agrees to pay reasonable attorneys' fees sustained by the Association incident to the collection of such unpaid assessment or the enforcement of such lien and the said lien shall also secure the payment of such attorneys' fees. Said lien shall be effective from and after its recording in accordance with the provisions of The Condominium Act, and shall otherwise be enforceable as provided in The Condominium Act. The lien shall be deemed to be prior to and superior to the creation of any homestead status, and every purchaser of a condominium unit interest hereby consents to the imposition of such lien prior to any homestead status. This lien shall be inferior and subordinate to the lien of an institutional mortgagee.

ARTICLE XVI

PROVISIONS RE TAXATION

The Condominium Act provides that property taxes and special assessments shall be assessed against and collected on the condominium parcels and not upon the Condominium Property as a whole. Such taxes, when assessed, shall be paid by each parcel owner in addition to the payment of such parcel owner's share of the common expenses.

However, until such procedure is put into effect and operation by the taxing authorities, it is likely that tax bills may be rendered against the entire Condominium Property, including common elements, limited common elements and the condominium units. In such case, the tax will be apportioned against each parcel according to the schedule of ownership of common elements contained in Article VII hereto and otherwise shall be treated as a part of the common expenses of the

Condominium Association.

Whenever a tax is assessed against the Condominium Property as a whole instead of against each parcel it shall be treated as a common expense in accordance with the provisions of this Article XVI.

ARTICLE XVII

MAINTENANCE AND REPAIRS

A. The owner of each condominium unit at his own expense shall see to and be responsible for the maintenance of his unit and all equipment and fixtures therein, including but not limited to all air conditioning equipment (including compressors for his unit located within a unit or on the common elements), and must promptly correct any condition which would, if left uncorrected, cause any damages to another unit, and shall be responsible for any damages caused by his willful, careless or negligent failure to act. Furthermore, the owner of each unit shall at his own expense be responsible for the upkeep and maintenance, including but not limited to painting, replastering, sealing and polishing, of the interior finished surfaces of the perimeter walls, ceiling and floor which constitute the boundary lines of the unit (including the attached porches); and such owner shall at his own expense maintain and replace when necessary all screening within his unit and within the perimeter walls of his unit (including its attached porches); and all window and plate glass in windows and plate glass in the perimeter walls of the unit and its attached porches. The foregoing maintenance and repair obligation notwithstanding, the Condominium Association, in the exercise of its discretion, may require established levels of maintenance and upkeep of the various apartment unit owners with respect to their porches and may reasonably regulate and control and make rules relating to the appearance, painting and decorating and utilization of the porches. The Condominium Association may likewise undertake the painting, maintenance and/or repair of all exterior walls of the Condominium, whether or not falling within a porch, balustrade or railing, as part of any overall program of maintenance and repair. Unit owners will be individually responsible for the maintenance of the electrical system and electrical distribution systems within their own units from and including the fuse box applicable and servicing the unit inward; that is to say, in respect of all distributor lines servicing only the apartment and outlets within the apartment. It shall be the responsibility of the Association to maintain and repair the electrical system and distribution lines up to the individual unit fuse boxes.

B. Except as provided in Paragraph A above and elsewhere in this Declaration, the Association shall be responsible for and see to the maintenance, repair and operation of the common elements and limited common elements of the Condominium. The Association shall have all the power necessary to discharge this responsibility and may exercise these powers exclusively if it so desires, or may delegate them as elsewhere provided for in this Declaration or in the By-Laws of the Association.

ARTICLE XVIII

ALTERATION OF UNITS

A. No owner of a condominium unit shall make or cause to be made any structural modifications or alterations in his unit, or in the water, gas, electrical, plumbing, air

conditioning equipment or utilities therein, without the consent of the Association, which consent may be withheld in the event the Board of Directors determines that such structural alteration or modification would in any manner endanger the building, or detract from the exterior appearance of the building. If the modification or alteration desired by a unit owner involves the removal of any permanent interior partition, the Association may permit same if the same is not a load bearing partition and if the same does not interfere with any common utility source. No unit owner shall cause any improvements or changes to be made to the exterior of the building, including but not limited to painting, installation of electric wires, TV antennae or air conditioning units which may protrude through the walls or roof of the building, install hanging plants, shutters, drapes, blinds or lights on porches or exterior walls, or in any other manner change the appearance of the exterior of the building or any portion of the building not totally within the unit, without consent of the Association. No unit owner nor any other person shall install upon the roof or exterior of the Apartment Building upon the Condominium Property, or upon the common elements or limited common elements of the Condominium, any TV antennae, radio antennae, electric, electronic or electro-mechanical device, decorative item or affixed furnishing without the consent of the Association.

B. Any alteration in units owned by the Developer or a successor Developer, as hereinafter defined, shall not require the approval of the Condominium Association, but such approval may be given solely by the Developer herein named or by his designee or nominee specifically granted such authority. Provisions of this Paragraph B may not be amended without the approval in writing of the Developer or the specific designee or nominee of the Developer.

ARTICLE XIX

ALTERATIONS, ADDITIONS AND IMPROVEMENTS TO COMMON ELEMENTS

The Association shall have the right to make or cause to be made substantial and material alterations, improvements and additions to the common elements, in accordance with the following provisions:

1. A special meeting of all of the unit owners may be called for the purpose of acting upon the proposal for such substantial alteration, improvement or addition, upon not less than ten (10) days nor more than thirty (30) days' notice.
2. A vote of the majority of the total number of votes of all members in the Association, in person or by proxy, shall be required to approve and adopt the provisions allowing such alterations, improvements or additions.
3. The cost of such alteration, improvement or addition shall be assessed and collected as a common expense and each unit owner shall bear the same portion or share of such cost as is the share of common elements appurtenant to his unit, as such shares are set forth in Article VII of this Declaration.

ARTICLE XX

LIABILITY INSURANCE

The Board of Directors of the Association shall

obtain liability insurance in such amounts as the Board of Directors may determine from time to time for the purpose of providing liability insurance coverage for the common elements and limited common elements of this Condominium. The Board of Directors shall collect and enforce payment of a share of the premium for such insurance from each unit owner as an assessment in accordance with the percentages set forth in Exhibit No. VII to this Declaration. Each individual unit owner shall be responsible for the purchasing of liability insurance for accidents occurring in his own unit. In accordance with the provisions of The Condominium Act, the liability of a unit owner for common expenses shall be limited to amounts for which he is assessed from time to time in accordance with The Condominium Act, this Declaration and the By-Laws. The owner of a unit shall have no personal liability for any damages caused by the Association on or in connection with the use of the common elements except to the extent that and only if the law mandates such personal liability.

A unit owner shall be liable for injuries or damages resulting from an accident in his own unit to the same extent and degree that the owner of a house would be liable for an accident occurring within the house.

ARTICLE XXI

PROVISIONS FOR CASUALTY INSURANCE, PAYMENT OF PROCEEDS, RECONSTRUCTION, INSURANCE TRUSTEE

A. PURCHASE OF INSURANCE. The Board of Directors of the Association shall keep the Condominium Property insured. The condominium Property shall include all the buildings erected upon the land, all fixtures and personal property appurtenant thereto owned or used by the Association or constituting part of the common elements or limited common elements and all units contained therein. The insurance shall insure the interest of the Association and all unit owners and their mortgagees as their interests may appear against loss or damage by fire and hazards covered by a standard coverage endorsement and such other risks of a similar or dissimilar nature as are customarily covered with respect to buildings similar in construction, location and use to the buildings erected upon the Condominium Property, in an amount which shall be equal to the maximum insurable replacement value as determined no less than every four (4) years by the insurance carrier if such insurance is reasonably available. Because of the location of the Condominium Property, the Association is authorized to obtain and accept a policy with a deductible clause if the Association cannot reasonably obtain coverage without such a clause. The Directors shall have no liability to the Association, the members or any other person for the failure to obtain insurance without a deductible clause and/or for the failure to obtain insurance in the full amount of the coverage required hereunder if, in good faith, a majority of their whole number shall have determined that such insurance is not reasonably available.

B. ASSURED AND LOSS PAYABLE. All casualty insurance policies purchased by the Association hereunder shall be for the benefit of the Association and all unit owners and their mortgagees as their interests may appear and shall provide that all proceeds covering casualty losses of \$10,000.00 or less shall be paid to the Association. Any sum in excess of \$10,000.00 shall be paid to an insurance trustee. An insurance trustee shall be any bank or trust company or other corporate trustee authorized to and doing business in Pinellas County, Florida, designated by the Board of Directors of the

Association and approved by a majority of the mortgagees of the units in the Condominium (the term "majority" meaning the holders of debts secured by first mortgages, the unpaid balance of which is more than one-half (1/2) the unpaid principal balance of all first mortgages on said units). Said trustee is herein referred to as the "Insurance Trustee". The Insurance Trustee shall not be liable for the payment of premiums or the sufficiency of premiums nor for the failure to collect any insurance proceeds. The Insurance Trustee shall be responsible only for monies which come into its possession and only for its willful misconduct, bad faith or gross negligence. The duty of the Insurance Trustee shall be to receive such proceeds as are paid to it and to hold the same in trust pursuant to the terms of the Insurance Trust Agreement between the Association and the Insurance Trustee, which shall not be inconsistent with any of the provisions herein set forth.

C. PAYMENT OF PREMIUMS, TRUSTEE'S EXPENSES AND COLLECTION. The Board of Directors shall collect and pay the premiums for casualty insurance and all fees and expenses of the Insurance Trustee as a part of the common expenses for which assessments are levied. Each unit owner shall pay and be responsible for casualty insurance premiums and all fees and expenses of the Insurance Trustee in the same manner as all other assessments.

D. MANDATORY REPAIR. Unless there occurs substantial damage or destruction to all or a substantial part of the Condominium Property as hereinafter defined, and subject to the provisions hereinafter provided, the Association and the unit owners shall repair, replace and rebuild the damage caused by casualty loss, which shall be borne by the unit owners in proportion to the shares of the common elements as set forth in Article VII of this Declaration.

E. DETERMINATION OF DAMAGE AND USE OF PROCEEDS.

Immediately after a casualty damage to any part of the Condominium Property, the Board of Directors shall obtain reliable and detailed estimates of the cost necessary to repair and replace the damaged property to a condition as good as the condition that existed prior to the casualty loss, provided that if a casualty causing damage is limited to a single unit, then it shall be the responsibility of that unit owner to obtain estimates of the cost of replacement as aforesaid. If the net proceeds of insurance are insufficient to pay the estimated cost of reconstruction and repair, the Board of Directors shall promptly, upon determination of deficiency, levy a special assessment against all unit owners for that portion of the deficiency related to common elements and limited common elements in accordance with the percentages set forth in Article VII of this Declaration and against the individual unit owners for that portion of the deficiency related to individual damaged units; provided, however, that if in the opinion of the Board of Directors it is impossible to accurately and adequately determine the portion of the deficiency relating to individual damaged units, the Board of Directors shall levy the special assessment for the total deficiency against each of the unit owners according to the percentages set forth in Article VII, except as provided in Paragraph H below.

Unless there occurs substantial damage to or destruction of all or a substantial portion of the Condominium Property and the unit owners fail to elect to rebuild and repair as provided in Paragraph F below, the Insurance Trustee shall disburse the net proceeds and the funds collected by the Board of Directors from the assessment hereinabove set forth to repair and replace any damage or destruction of property, and

shall pay any balance remaining to the unit owners and their mortgagees as their interests may appear. The proceeds of insurance and the funds collected by the Board of Directors from the assessments as hereinabove provided shall be held by the Insurance Trustee in trust for the uses and purposes herein provided. The Insurance Trustee shall have no obligation or duty to see that the repairs, reconstruction or replacements required hereunder are performed or accomplished, but such duty shall be the Association's.

F. TOTAL DESTRUCTION. As used in this Declaration, and in any other connection or context dealing with this Condominium, "substantial damage to or destruction of all or a substantial portion of the Condominium Property" shall mean:

1. With respect to the entire Condominium, that two-thirds (2/3) or more of all units are or have been rendered untenable by casualty loss or damage; and/or,
2. If two-thirds (2/3) or more of all the units are not or have not been rendered untenable by casualty loss or damage, then with respect to at least one separate and discrete Apartment Building within the Condominium, that three-fourths (3/4) or more of the apartment units in such discrete and separate Apartment Building are or have been rendered untenable by such casualty loss or damage.

Should there occur such substantial damage to or destruction of all or a substantial part of the Condominium Property with respect to the entire Condominium, the Condominium Property shall not be reconstructed unless a majority of all the unit owners shall agree thereto, in writing, within sixty (60) days after the casualty loss or damage occurs. Notwithstanding the preceding sentence, should such damage or casualty loss be to less than that degree described above, then each Apartment Building experiencing such degree of damage or casualty loss shall nevertheless be reconstructed if three-fourths (3/4) of the unit owners owning units so damaged or destroyed shall agree to such reconstruction, in writing, within ninety (90) days after the casualty loss or damage occurs. In any of such events should reconstruction not be approved as aforesaid, the Insurance Trustee is authorized to pay proceeds of the insurance to the unit owners and their mortgagees as their interests may appear in accordance with the provisions of Paragraph H below, and the Condominium Property shall to the extent provided for in Paragraph H below be removed from the provisions of the Condominium Act, as amended, in accordance with the provisions of Paragraph H below. The determination not to reconstruct after casualty shall be evidenced by a certificate signed by one of the officers of the Association stating that the said sixty (60) day period or ninety (90) day period has elapsed and the Association has not received the necessary writings from the requisite number of unit owners.

G. ASSOCIATION AS AGENT. The Association is hereby irrevocably appointed agent for each unit owner to adjust all claims arising under insurance policies purchased by the Association, and to execute releases thereof.

H. REPAIR AND RECONSTRUCTION. The provisions of Paragraphs D, E and F to the contrary notwithstanding, each separate and distinct Apartment Building shall for the purposes of reconstruction and repair in the event of casualty loss be treated as if the same were the only Apartment Building in the Condominium, to that effect that:

1. All insurance proceeds reasonably attributable to the damage or destruction to one such Apartment Building shall

be first used for the reconstruction and repair of that Building, to the extent that proceeds are sufficient; and, in the event that such proceeds are not sufficient, the condominium unit owners in that Building alone shall be assessed in proportion to their relative shares of the common elements for any deficiency or insufficiency in the funds necessary to such reconstruction or repair as contemplated by Paragraph D above. For the purpose of this Paragraph H, the relative share of common elements attributable to a unit owner shall be deemed to be that percentage which is the quotient of such unit owner's share of the common elements as set forth in Article VII attached hereto, divided by the sum total of the shares in the common elements attributable to all the condominium units in that Building as set forth in Article VII. The relative proportion thus established with respect to all condominium units in an Apartment Building is hereinafter referred to as the "relative common elements per Building".

2. If under the provisions of Paragraph E above, the Board of Directors shall be required to levy a special assessment for a portion of the deficiency in funds available for reconstruction and repair of a separate Apartment Building related to the common elements and limited common elements, then the Board of Directors shall determine in its reasonable opinion what portion of any of the deficiency is related to common elements not exclusively within the particular Apartment Building which has suffered casualty loss and damage and that portion of such deficiency shall be distributed among the unit owners as an assessment in proportion to their shares of the common elements, and the balance of the deficiency so attributable to the common elements and limited common elements shall be distributed as an assessment among the unit owners in that Apartment Building suffering such casualty loss or damage in proportion to the relative common elements per building attributable to each of said units and as computed in accordance with the provisions of Paragraph H - 1 above.

3. In the event that there shall be insurance proceeds in excess of the cost of reconstruction and repair of casualty loss to a given separate and discrete Apartment Building, then the Board of Directors shall reasonably ascertain what portion, if any, of that excess is fairly attributable to the entire Condominium and that portion shall be distributed or applied to the unit owners and their mortgagees as their interests may appear in proportion to the share of common elements attributable to each of said units, and the balance of any such excess of insurance proceeds shall be distributed and paid over to the unit owners and their mortgagees as their interests may appear in the separate and discrete Apartment Building suffering such loss or damage in proportion to those unit owners' shares of the relative common elements per building calculated in accordance with the provisions of subparagraph 1 above.

4. In the event that there shall occur to a separate and discrete Apartment Building in the degree of damage or destruction described in Paragraph F - 2 above, but the Condominium as a whole shall not have experienced the degree of damage, destruction or loss as set forth in Paragraph F - 1 above, and the Apartment Building suffering such damage or destruction shall have failed to elect to be repaired or reconstructed in accordance with the provisions of Paragraph F above, then the Condominium Regime shall be deemed terminated with respect to that Apartment Building only and this Declaration of Condominium shall be deemed amended and the following shall result:

(a) The Board of Directors, upon advisement of one or more independent appraisers, shall determine the fair

value of all the Condominium Property (including improvements) immediately prior to the damage or destruction resulting in the termination of the Condominium Regime. There shall then be computed that portion of said fair value which is attributable to the said damaged and destroyed Apartment Building, as follows:

The total of the relative common elements per building attributable to units in the Apartment Building so destroyed or damaged shall be multiplied by the fair value of all the Condominium Property as established by the Board of Directors and the product thereof shall be that portion of the fair value attributable to said destroyed or damaged Apartment Building. There shall be subtracted from said portion of the fair value the loss or damage experienced by the Condominium attributable to the damage or destruction of the said Apartment Building. That difference, plus the total amount of insurance proceeds attributable to said loss, shall be deemed the total purchase price for the condominium units in the said destroyed or damaged Apartment Building. The Condominium Association shall, within thirty (30) days of the request by any unit owner, whether or not the unit owned is in the destroyed or damaged Apartment Building, or by such unit owner's mortgagee, providing only that the times for the elections set forth in Paragraph F above have fully run, require the Condominium to call a general meeting of its members at which time there shall be considered the question as to whether or not the total Condominium Regime be terminated in accordance with Article XXV. If the Condominium shall not elect to terminate in accordance with Article XXV, then the Condominium Association shall purchase the condominium units in the destroyed or damaged Apartment Building from the unit owners thereof for the total purchase price therefor hereinabove mentioned, each such unit owner receiving that portion of the said total purchase price as is proportionate to his unit's share of the relative common elements per building, that portion being the purchase price for his unit. The purchase price for each such unit shall be paid to each of said unit owners and his mortgagee as their interests may appear as follows: Immediately upon receipt of the insurance proceeds, that portion thereof, if any, not attributable to the damage, loss or destruction of the Apartment Building so damaged or destroyed, shall be set aside and the balance paid over to the condominium unit owners in proportion to their respective shares of the said total purchase price and shall constitute part of the purchase price for that unit. The balance of the purchase price for each unit shall be paid over to said unit owners and their mortgagees at the Association's option in not more than twelve (12) equal monthly installments commencing thirty (30) days after the closing of each transaction of purchase and sale without interest.

(b) The Condominium Association, upon the acquisition of the title to the units and interests of the unit

owners in the damaged or destroyed Apartment Building, shall have the option of either:

- (1) Terminating the Condominium Regime with respect to the destroyed or damaged Apartment Building and making the site thereof a common element of the Condominium; or
- (2) Rebuilding and reconstructing the destroyed or damaged building in a manner approved by two-thirds (2/3) of the condominium unit owners, not including for this purpose the Condominium Association with respect to the units owned by it, which interests shall not be voted.

(c) In the event that the Association decides to terminate the Regime with respect to the damaged or destroyed Apartment Building, a certificate shall be filed among the Public Records executed by two (2) officers of the Association evidencing the Association's intent to amend the Declaration of Condominium under this provision by removing from the Condominium Property the destroyed and/or damaged Apartment Building as an improvement and by redistributing the shares in the common elements previously owned by the unit owners in the destroyed or damaged Apartment Building among the remaining unit owners in the proportions that their shares of the common elements as set forth in Article VII hereof bear to one another, such that upon completion of such redistribution one hundred percent (100%) of the common elements will have been distributed among the remaining condominium unit owners and the condominium units not contained in the damaged or destroyed Apartment Building. Said certificate shall also redistribute the shares of common expenses and common surplus previously attributable to the units in the damaged or destroyed Apartment Building among the remaining units in the proportions of their shares of the common expenses and common surplus as set forth in Article VII to this Declaration of Condominium bear to one another, such that upon completion of such redistribution, one hundred percent (100%) of the common expenses and common surplus will have been distributed among the remaining condominium units not contained in the damaged or destroyed Apartment Building.

ARTICLE XXII MORTGAGES AND MORTGAGEES

A. An owner who mortgages his condominium parcel must notify the Association of the name and address of his mortgagee and the Association shall maintain such information in a register which shall, among other things, contain the names of all the owners of condominium parcels and the names of mortgagees holding mortgages on condominium parcels. The failure to notify the Association of the existence of a mortgage shall in no way impair the validity of the mortgage. If an owner mortgages his condominium parcel he shall not be permitted to modify, alter or change the physical aspect of the apartment without the written permission of the mortgagee. The Association shall, at the request of a mortgagee, report any unpaid assessments due from the owner of the condominium parcel encumbered by the mortgage owned by that mortgagee.

B. If the holder of a first mortgage of record or other purchaser of a condominium unit obtains title to the condominium parcel as a result of a foreclosure of the first mortgage or as result of a deed given in lieu of foreclosure, such acquiror of title and his successors and assigns shall not

be liable for the share of the common expenses or assessments by the Association pertaining to the condominium parcel so acquired or chargeable to the former unit owner of the acquired parcel which became due prior to the acquisition of the title as a result of the foreclosure or deed in lieu of foreclosure unless the share is secured by a claim of lien for assessments recorded prior to the recording of the mortgage which is foreclosed or for which a deed was given in lieu of foreclosure. That unpaid share of the common expenses or assessments shall be common expenses collectible from all of the unit owners including such acquiror, his successors and assigns.

C. The term "institutional mortgagee" as used in this Declaration shall mean a bank, savings and loan association, insurance company or union pension fund authorized to do business in the State of Florida or an agency of the United States Government, or the holder of any mortgage insured by any agency of the United States Government, such as Federal National Mortgage Association, Federal Housing Authority or the Veterans' Administration. Where an institutional first mortgage by some circumstance fails to be a first mortgage but it is evident that it is intended to be a first mortgage, it shall nevertheless for the purposes of this Declaration and the Exhibits annexed hereto be deemed an institutional first mortgage and the holder thereof shall be deemed an institutional first mortgagee.

ARTICLE XXIII

DEVELOPERS' UNITS, RIGHTS AND PRIVILEGES

A. The Developer has and reserves the right to sell, lease or rent condominium units and parcels to any purchaser or lessee approved by it, subject, however, to the use restrictions herein provided. The Developer shall have the right to transact any business necessary to consummate the sale of units, including, but not limited to, the right to maintain models, advertise on the premises and use the common elements. In the event there are unsold parcels, the Developer retains the right to ownership thereof under the same terms and obligations as other owners of condominium parcels except as elsewhere herein provided.

B. So long as the Developer holds any units for sale in the ordinary course of business, none of the following actions may be taken by the Condominium Association, either through act of its Board of Directors or its membership, without Developer's approval in writing:

1. Assessment of the Developer as a unit owner for capital improvements; and
2. Any action by the Association that would be detrimental to the sale of units by the Developer; however, an increase in assessments for common expense without discrimination against the Developer shall not be deemed to be detrimental to the sales of units for the purpose of this Paragraph.

C. The provisions of Article XIII of this Declaration to the contrary notwithstanding, the Developer may retain and use as sales offices, promotion and development offices and models any units, common elements and limited common elements retained by the Developer or owned by the Developer or the use of which has been reserved to the Developer in this Declaration and other Condominium Documents or by contract or otherwise lawfully enforceable as a contract

obligation by the Developer against the Condominium Association or any of the unit owners other than the Developer, so long as such use shall also conform with applicable laws, zoning, rules and ordinances of the appropriate governmental jurisdictions.

D. For the purpose of this Article XXIII and the powers, rights and authorities granted to the Developer, the Developer shall be deemed to mean not only U. S. HOME CORPORATION as defined in Article I hereof, but also any of its parent and subsidiary corporations designated by it by instrument in writing to be considered the Developer herein for the purposes set forth herein or any of them and/or any corporate agent of said Developer similarly designated by the Developer to be treated as a developer for the purposes herein contained or any of them, which agent is involved in the development, promotion, construction and/or sales of this Condominium and its units. The term "Developer" shall also include for all purposes contained in this Declaration and its Exhibits, any successor or alternate developer appointed by the said U. S. HOME CORPORATION as successor or alternate Developer by an instrument in writing specifically setting forth that such successor or alternate is to have the rights, duties, obligations and responsibilities, in whole or in part, of the Developer hereunder together with the said U. S. HOME CORPORATION, providing that such instrument in writing shall be executed by such successor or alternate developer indicating its consent to be treated as the "Developer".

E. The Developer retains the right to amend this Declaration, its Exhibits, and any other documents which are contained in the Prospectus package for this condominium, to comply with any requirements of institutional mortgagees, as previously defined in this Declaration. Any such amendments shall be executed solely by the Developer and shall not require the joinder or consent of the Association or unit owners.

F. This Article shall not be amended without the written consent of the Developer and any successor or alternate Developer designated in accordance with the provisions of Paragraph D above.

ARTICLE XXIV

SEPARABILITY OF PROVISION

Invalidation of any of the covenants, conditions, limitations or provisions of this Declaration or in the By-Laws of the Condominium Association or of The Condominium Act shall in no wise affect the remaining part or parts hereof which are unaffected by such invalidation and the same shall remain effective.

ARTICLE XXV

TERMINATION

The provisions for termination contained in Paragraph F of Article XXI of this Declaration are in addition to the provisions for voluntary termination provided for by The Condominium Act as amended. In addition, the Condominium may be voluntarily terminated if the proposed voluntary termination is submitted to a meeting of the members pursuant to notice and is approved in writing within ninety (90) days of said meeting by one hundred (100) percent of the total vote of the members of the Association and by all holders of first mortgages encumbering units in the Condominium.

ARTICLE XXVI

EASEMENTS FOR ENCROACHMENTS

All the Condominium Property and all the condominium units and the common elements and the limited common elements shall be and are singly and collectively subject to easements for encroachments which now or hereafter exist or come into being, caused by settlement or movement of the building or other improvements upon the Condominium Property, or caused by minor inaccuracies in construction or reconstruction of the building or such improvements upon the Condominium Property, which encroachments shall be permitted to remain undisturbed and such easements shall and do exist and shall continue as valid easements so long as such encroachments exist. A valid easement for the maintenance of such encroachments is herein created so long as such encroachments stand.

ARTICLE XXVII

MISCELLANEOUS PROVISIONS

A. 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 5 for a period of one (1) 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 718.116(8)(b) of The Condominium Act.

B. RIGHT OF ENTRY. The Condominium Association, its officers, directors agents and employees, shall at all times have the right to enter the condominium units at reasonable times for the purposes of inspecting the common elements, gaining access to the common elements, or making repairs or otherwise maintaining the Condominium Property, or to abate emergency situations which threaten damage to the Condominium Property or any of it.

C. EASEMENTS. The Developer and its successors as Developer retain the right and shall at all times have the right to declare and create, modify and amend, from time to time, without joinder and consent of any unit owner or of the Condominium Association, easements upon the Condominium Property for public utility purposes, cable television or related type services, and for peaceful ingress and egress to prevent abutting properties from being landlocked or otherwise denied reasonable access to and from the public-ways, providing, however, that at the time of the creation of such easements and at the time of the modification or amendment of any such easements, such easements and such modifications and amendments shall not be inconsistent with the peaceful and lawful use and enjoyment of the Condominium Property by the owners thereof. The Developer may, by an instrument in writing, relinquish the power and authority herein reserved to create, modify and amend easements, by the filing among the

Public Records of Pinellas County, Florida, a written instrument to that effect, from and after the recording of which the Developer and its successors and assigns as Developer shall not longer have the powers and authorities reserved or granted in this Paragraph C.

D. SECURITY SYSTEM. The condominium unit owner shall have the right to have his unit connected to an external security system and to allow the placement of cables, equipment and all adjunctive mechanical, electro-mechanical, electrical and/or electronic devices upon the Condominium Property as shall be reasonably necessary to provide such service to such condominium unit, providing that such installation shall not be unsightly when installed outside the unit and that such installation shall not interfere with the reasonable, lawful and peaceful use of the common elements and the limited common elements by the persons entitled to use them.

E. SPECIAL PROVISIO REGARDING PARKING. The Condominium Association may adopt reasonable rules and regulations which shall provide a manner in which parking spaces may, in the absence of the use thereof by the unit owner or owners to which such parking is assigned as appurtenance (limited common element) to their unit, be used by guests, providing that any such rules and regulations shall not interfere with the reasonable use of such parking spaces by the owners of the condominium apartment units to which they are appurtenant as limited common elements.

F. ASSOCIATION MAY IMPOSE LEASEHOLD RESTRICTIONS. By a majority vote of the Board of Directors, the Board may impose restrictions and rules and regulations upon the leasing of units for terms of less than six (6) months, but no such rules and regulations shall be deemed applicable to any lease existing at the time of the promulgation of such rules and regulations, to the extent that such rules and regulations are inconsistent with the contractual obligations in the lease.

G. DEVELOPER'S RIGHT TO USE UNITS AS OFFICES. The Developer may maintain offices in units until all other units of the Developer have been sold, provisions of Article XIII of the Declaration to the contrary notwithstanding. Thereafter, the Developer may maintain offices in not more than one (1) unit of the Condominium with the permission of the Condominium Association or the membership under such reasonable terms and conditions as the Association and the Developer shall negotiate. This Paragraph G may not be amended without the written consent of the Developer.

H. RESTRICTION ON AMENDMENTS. Provisions of Article XII of this Declaration to the contrary notwithstanding, no provision of this Declaration or of the By-Laws of the Condominium Association granting or reserving to the Developer any rights, powers, authorities, usages or dispensations may be modified or amended in any way which will impair or restrict those rights, powers, authorities or special dispensations without the written approval of the Developer so long as the Developer or any successor or alternate Developer shall own any units in this Condominium, and for a period of two (2) years after the sale and conveyance of the last condominium unit owned by the Developer and any successor or alternate Developer to any person other than a successor or alternate Developer.

I. APPROVAL BY CONDOMINIUM ASSOCIATION. Whenever an approval of the Condominium Association is called for in this Declaration or in the By-Laws of the Condominium Association, such approval shall not be unreasonably withheld and such approval may be granted by act of the Board of Directors of the Condominium Association except in cases where the particular

provision involved requires approval by the unit owners or the Condominium Association's members.

J. SHARES OF OWNERSHIP ON TERMINATION.

1. Upon removal of the Condominium Property from the provisions of The Condominium Act or other termination of the condominium form of ownership, no matter how effected, the unit owners shall own the Condominium Property in common, in the undivided shares set forth as percentages in Article VII hereto, which shares are hereafter referred to as "Termination Shares", and not in the same proportions as the ownership of common elements and common expenses. Furthermore, so long as this Paragraph is operative, then the words "Termination Shares" shall be substituted in Article XVI and in Paragraph H of Article XXI for the words "share(s) of common elements" and for the words "common elements" in every context where the term "common elements" refers to or connotes a share or shares (as opposed to that portion of the Condominium Property not contained within the units). In addition, the references to Article VII in said Article XVI and in Paragraph H of Article XXI, shall in such cases be deemed references to Article VII.

2. Paragraph J-1 above and/or Article VII may be amended in accordance with the applicable provisions of Article XII hereof. The amendatory procedures set forth in Paragraph C of Article XII may be employed in any appropriate case therein mentioned and in any case in which through scrivener's error it shall appear that the total of the Termination Shares shall not equal exactly 100%. No amendment, however, whether under Paragraph A, B or C of Article XII, may change the Termination Share attributable to a unit without the written consent of the unit owner of that unit and of all mortgagees holding mortgages encumbering that unit. This Paragraph J-2 may not be amended without unanimous consent of all unit owners.

ARTICLE XXVIII

RECREATIONAL FACILITIES

An undivided 20.48 percent fee simple interest in the recreation areas and facilities, as more particularly described on pages 3 and 4 of Exhibit A to this Declaration attached hereto, to be used by all unit owners of this condominium will be submitted to condominium ownership on or before September 1, 1981. An undivided 20.48 percent fee simple interest in the additional recreation area and facilities as more particularly described on page 5 of Exhibit A to this Declaration will be submitted to condominium ownership on or before January, 1982. The before-mentioned recreation areas shall be submitted to condominium ownership by an amendment to the Declaration executed solely by the Developer which shall not require the joinder or consent of the Association or unit owners. The recreation areas and facilities shall be subject to a nonexclusive easement and right of use in favor of condominiums that may be or have been constructed on real property more particularly described on page 11 of Exhibit B to this Declaration and labeled "Overall". The Developer shall retain an undivided 60.65 percent fee simple interest in the before-mentioned recreation areas and facilities. An undivided 18.87 percent fee simple interest in the before-mentioned recreation areas and facilities will be or have been submitted to condominium ownership of INVERNESS CONDOMINIUM I. The Developer has granted a nonexclusive easement and right of use agreement in the before-mentioned recreation areas and facilities, as more particularly described on pages 3 and 4 of Exhibit A to this Declaration, to the condominium unit owners of INVERNESS CONDOMINIUM I and INVERNESS CONDOMINIUM II, said

use agreement for INVERNESS CONDOMINIUM II being attached as Exhibit D to this Declaration of Condominium. The Developer will grant a nonexclusive easement and right of use in the recreation area more particularly described on page 5 of Exhibit A to this Declaration on or before January, 1982. The maximum number of additional condominium units that may use the before-mentioned recreation areas is two hundred twenty-five (225). The maximum number of all condominium units that may utilize the recreational facilities and may contribute to the maintenance expense of the recreational facilities is three hundred seventy-one (371), which amount includes the condominium units presently contemplated for construction in INVERNESS CONDOMINIUM I, INVERNESS CONDOMINIUM II, INVERNESS CONDOMINIUM III, INVERNESS CONDOMINIUM IV, and INVERNESS CONDOMINIUM V. The recreation areas and facilities to be used by all unit owners of this condominium will consist of a covered patio, men's and women's restrooms, a storage room, a pool equipment room, a swimming pool, a main recreation room, a kitchen, two (2) tennis courts, two (2) handball/racquetball courts, and a jogging path. The responsibility for the maintenance of the recreational facilities shall be borne, initially, as a common expense of INVERNESS CONDOMINIUM I and INVERNESS CONDOMINIUM II. At such future time as the additional condominiums are developed in the INVERNESS CONDOMINIUM development, which condominiums may be known as INVERNESS CONDOMINIUM III, INVERNESS CONDOMINIUM IV, and INVERNESS CONDOMINIUM V, or some other name at the sole discretion of the Developer, if at all, and the Declaration of Condominium for each additional condominium is recorded in the public records, then the Developer presently contemplates submitting a proportional undivided interest in the before-mentioned recreation areas to condominium ownership of the additional condominiums. At that time, the responsibility for maintenance of the before-mentioned recreational facilities shall be borne by all Condominium Associations which are authorized to utilize the recreational facilities. The Condominium Associations shall share the maintenance expenses in a manner determined by the relationship that the total number of units in one Condominium Association bears to the total number of condominium units in all Condominium Associations utilizing the recreational facilities. For example, if there are a total of one hundred forty (140) condominium units, and INVERNESS CONDOMINIUM I ASSOCIATION, INC. has seventy (70) condominium units, then that Association shall be responsible for fifty (50) percent of the maintenance expenses of the before-mentioned recreational facilities. The Condominium Association shall charge its share of the maintenance expenses to its unit owners according to the manner of sharing common expenses, as described in the Declaration of Condominium. At such time as the Declaration of Condominium for the additional condominiums which may be known as INVERNESS CONDOMINIUM III through V are recorded in the Public Records, then a Board of Managers shall be appointed, with each Condominium Association appointing two (2) members, which said Board of Managers shall have the responsibility for promulgating rules and regulations regarding the use of the before-mentioned recreational facilities and determining maintenance expenses of the before-mentioned recreational facilities and assessments and the proper assessment to each Condominium Association.

Exhibit D attached to this Declaration of Condominium is attached hereto and by reference made a part hereof.

ARTICLE XXIX

PROVISIONS REGARDING THE VETERANS ADMINISTRATION

- A. The condominium may not be merged with any other

Condominium without the prior written approval of the Administrator of the Veterans Administration.

B. Notwithstanding any other provision contained in this Declaration or the Articles of Incorporation or By-Laws of the Condominium Association, the Developer shall relinquish all special rights, express or implied, through which the Developer may directly or indirectly control, direct, modify or veto any action of the Condominium Association, its Board of Directors or a majority of the unit owners not later than the earlier of the following:

1. One hundred twenty (120) days after the day by which seventy-five percent (75%) of the units have been conveyed to unit purchasers; or
2. Three (3) years following the first conveyance to a unit purchaser.

IN WITNESS WHEREOF, U. S. HOME CORPORATION has caused this Declaration of Condominium to be executed by its duly authorized officers this 13 day of April, 1981.

IN THE PRESENCE OF:

U. S. HOME CORPORATION

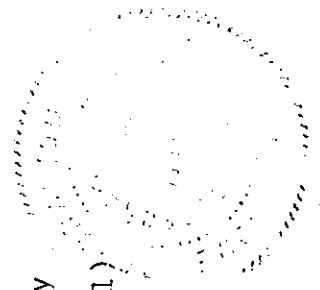
Judith G. Floyd

By: Frank P. Macagnone
Frank P. Macagnone
Division President

Marilyn J. Arnold

Attest: Noel Jones
Noel Jones
Division Secretary

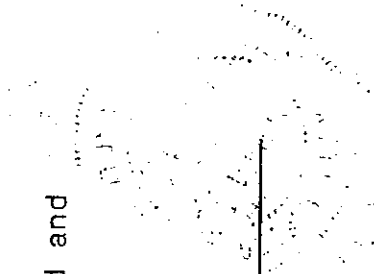
(Corporate Seal)



STATE OF FLORIDA
COUNTY OF PINELLAS

BEFORE ME, a Notary Public in and for the State and County aforesaid, duly authorized to take acknowledgments, personally appeared FRANK P. MACAGNONE and NOEL JONES, as Division President and Division Secretary, respectively, of U. S. HOME CORPORATION, to me well known, and they acknowledged before me that they executed, sealed and delivered the foregoing Declaration of Condominium 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 Pineellas, said County and State, this 13 day of April, 1981.



[Handwritten Signature]
Notary Public

My Commission Expires:

Notary Public, State Of Florida At Large
My Commission Expires April 23, 1984
Bonded By SAFECO Insurance Company of America

JOINDER BY ASSOCIATION

INVERNESS CONDOMINIUM II ASSOCIATION, INC., herein referred to as the Association, hereby joins in and approves the making of the foregoing Declaration and consents to the terms and provisions contained therein.

Signed, sealed and delivered in the presence of:

INVERNESS CONDOMINIUM II ASSOCIATION, INC.

Judith S. Floyd

By: Franklin O. Collins
Franklin O. Collins
President

Marilyn J. Arnold

Attest: Noel Jones
Noel Jones
Secretary/Treasurer

STATE OF FLORIDA
COUNTY OF PINELLAS

Before me, the undersigned authority, this day personally appeared FRANKLIN O. COLLINS and NOEL JONES, and they acknowledged that they are the duly authorized officers of the said corporation and that they executed the foregoing instrument for the uses and purposes therein expressed.

WITNESS my hand and official seal in the State and County last aforesaid this 13 day of April, 1981.

Edward J. Allegel
Notary Public

My Commission Expires:

Notary Public, State Of Florida At Large
My Commission Expires April 23, 1984
Bonded By SAFECO Insurance Company of America

INVERNESS CONDOMINIUM II, PHASE I

Beginning at the Northwest corner of Section 32, Township 28 South, Range 16 East, Pinellas County, Florida as a Point of Reference; thence N.00°00'04"W., 329.44 feet; thence S.89°59'56"W., 44.48 feet; thence N.45°00'04"W., 238.38 feet; thence S.89°59'56"W., 128.98 feet; thence N.00°00'04"W., 143.00 feet to the Point of Beginning; thence S.89°59'56"W., 187.99 feet to the East Right-of-Way line of Village Drive; thence along said line by the following three (3) courses:

1. N.00°00'04"W., 59.32 feet to a Point of Curve;
2. Along the Arc of a Curve to the Left, Radius 620.00 feet; Arc 258.42 feet; Chord N.11°56'30"W., 256.55 feet to a Point of Reverse Curve;
3. Along the Arc of a Curve to the Right, Radius 930.00 feet; Arc 12.56 feet; Chord N.23°29'44"W., 12.55 feet;

thence leaving said Right-of-Way line N.89°59'56"E., 338.94 feet; thence S.44°59'56"W., 102.33 feet; thence S.45°00'04"E., 24.00 feet; thence S.44°59'56"W., 58.00 feet; thence S.45°00'04"E., 172.17 feet; thence S.44°59'56"W., 50.18 feet to a Point of Curve; thence along the Arc of a Curve to the Right, Radius 117.00 feet; Arc 91.89 feet; Chord S.67°29'56"W., 89.55 feet to the Point of Beginning.

INVERNESS CONDOMINIUM II

24 FOOT EASEMENT FOR INGRESS-EGRESS

The developer reserves for itself, its successors, and assignees, a non-exclusive Ingress-Egress easement over and across the following described real property, said easement being a 24.00 foot easement for Ingress-Egress, being 12.00 feet continuous on each side of the following described centerline unless otherwise noted: Beginning at the Northwest corner of Section 32, Township 28 South, Range 16 East, Pinellas County, Florida as a Point of Reference; thence N.00°00'04"W., 329.44 feet; thence S.89°59'56"W., 44.48 feet; thence N.45°00'04"W., 238.38 feet; thence S.89°59'56"W., 128.98 feet; thence N.00°00'04"W., 143.00 feet; thence S.89°59'56"W., 187.99 feet to the Easterly Right-of-Way line of Village Drive; thence along said Easterly line N.00°00'04"W., 12.00 feet to the Point of Beginning; thence leaving said line N.89°59'56"E., 187.99 feet to a Point of Curve; thence along the Arc of a Curve to the Left, Radius 105.00 feet; Arc 82.47 feet; Chord S.67°29'56"W., 80.36 feet to a Point of Tangency; thence S.44°59'56"W., 50.18 feet to a Point of Termination, said Point also being the Point of Termination of a 24.00 foot easement for Ingress-Egress as described in Inverness Condominium I.

SUBJECT TO: Restrictions, conditions, limitations and easements of record and applicable zoning ordinances, laws and regulations, without reimposing any of the same.

U. S. HOME CORPORATION reserves and retains for itself, its employees, agents, invitees, successors, and assigns a non-exclusive easement for ingress and egress over and across all driveways, roadways, streets, sidewalks, walkways, etc.

EXHIBIT A

PAGE 1 of 4

INVERNESS CONDOMINIUM II, PHASE II

Beginning at the Northwest corner of Section 32, Township 28 South, Range 16 East, Pinellas County, Florida as a Point of Reference; thence N.00°00'04"W., 329.44 feet; thence S.89°59'56"W., 44.48 feet; thence N.45°00'04"W., 238.38 feet; thence S.89°59'56"W., 128.98 feet; thence N.00°00'04"W., 143.00 feet; thence S.89°59'56"W., 187.99 feet to the East Right-of-Way line of Village Drive; thence along said line by the following three (3) courses:

1. N.00°00'04"W., 59.32 feet to a Point of Curve;
2. Along the Arc of a Curve to the Left, Radius 620.00 feet; Arc 258.42 feet; Chord N.11°56'30"W., 256.55 feet to a Point of Reverse Curve;
3. Along the Arc of a Curve to the Right, Radius 930.00 feet; Arc 12.55 feet; Chord N.23°29'44"W., 12.55 feet to the Point of Beginning.

thence continue along the Arc of a Curve to the Right, Radius 930.00 feet; Arc 202.33 feet; Chord N.16°52'35"W., 201.93 feet to the South-easterly Right-of-Way line of Countryside Boulevard (120 foot Right-of-Way); thence along said Southeasterly line along the Arc of a Curve to the Left, Concave to the Northwest, Radius 1110.00 feet; Arc 306.18 feet; Chord N.67°32'46"E., 305.21 feet; thence leaving said Southeast line S.45°00'04"E., 19.97 feet; thence S.00°00'04"E., 24.00 feet; thence along the Arc of a non-tangent Curve to the Right, Radius 18.00 feet; Arc 14.14 feet; Chord S.67°30'04"E., 13.78 feet to a Point of Tangency; thence S.45°00'04"E., 238.00 feet to a Point of Curve; thence along the Arc of a Curve to the Right, Radius 13.00 feet; Arc 20.42 feet; Chord S.00°00'04"E., 18.38 feet to a Point of Tangency; thence S.44°59'56"W., 112.67 feet; thence S.89°59'56"W., 338.94 feet to the Point of Beginning.

INVERNESS CONDOMINIUM II
24 FOOT EASEMENT FOR INGRESS-EGRESS

The developer reserves for itself, its successors, and assignees, a non-exclusive Ingress-Egress easement over and across the following described real property, said easement being a 24.00 foot easement for Ingress-Egress, being 12.00 feet continuous on each side of the following described centerline unless otherwise noted: Beginning at the Northwest corner of Section 32, Township 28 South, Range 16 East, Pinellas County, Florida as a Point of Reference; thence N.00°00'04"W., 329.44 feet; thence S.89°59'56"W., 44.48 feet; thence N.45°00'04"W., 238.38 feet; thence S.89°59'56"W., 128.98 feet; thence N.00°00'04"W., 143.00 feet; thence S.89°59'56"W., 187.99 feet to the Easterly Right-of-Way line of Village Drive; thence along said Easterly line N.00°00'04"W., 12.00 feet to the Point of Beginning; thence leaving said line N.89°59'56"E., 187.99 feet to a Point of Curve; thence along the Arc of a Curve to the Left, Radius 105.00 feet; Arc 82.47 feet; Chord S.67°29'56"W., 80.36 feet to a Point of Tangency; thence S.44°59'56"W., 50.18 feet to a Point of Termination, said Point also being the Point of Termination of a 24.00 foot easement for Ingress-Egress as described in Inverness Condominium I.

SUBJECT TO: Restrictions, conditions, limitations and easements of record and applicable zoning ordinances, laws and regulations, without reimposing any of the same.

U. S. HOME CORPORATION reserves and retains for itself, its employees, agents, invitees, successors, and assigns a non-exclusive easement for ingress and egress over and across all driveways, roadways, streets, sidewalks, walkways, etc.

INVERNESS CONDOMINIUM II
24 FOOT EASEMENT FOR INGRESS-EGRESS

The developer reserves for itself, its successors, and assignees, a non-exclusive Ingress-Egress easement over and across the following described real property, said easement being a 24.00 foot easement for Ingress-Egress, being 12.00 feet continuous on each side of the following described centerline unless otherwise noted: Beginning at the Northwest corner of Section 32, Township 28 South, Range 16 East, Pinellas County, Florida as a Point of Reference; thence N.00°00'04"W., 329.44 feet; thence S.89°59'56"W., 44.48 feet; thence N.00°00'04"W., 238.38 feet; thence S.89°59'56"W., 128.98 feet; thence N.45°00'04"W., 143.00 feet; thence S.89°59'56"W., 187.99 feet; thence N.00°00'04"W., May line of Village Drive; thence along said Easterly Right-of-way 12.00 feet to the Point of Beginning; thence leaving said line N.89°59'56"E., 187.99 feet to a Point of Curve; thence along the Arc of a Curve to the Left, Radius 105.00 feet; Arc 82.47 feet; Chord S.67°29'56"W., 80.36 feet to a Point of Tangency; thence S.44°59'56"W., 50.18 feet to a Point of Termination, said Point also being the Point of Termination of a 24.00 foot easement for Ingress-Egress as described in Inverness Condominium I.

EXHIBIT A

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INVERNESS CONDOMINIUM II

A PROPOSED CONDOMINIUM

SECTION 30

TOWNSHIP 28 SOUTH

RANGE 16 EAST

PINELLAS COUNTY

FLORIDA

93
O.R. 5 177 PAGE

INVERNESS CONDOMINIUM II

BEGINNING AT THE NORTHWEST CORNER OF SECTION 32, TOWNSHIP 28 SOUTH, RANGE 16 EAST, PINELLAS COUNTY, FLORIDA AS A POINT OF REFERENCE; THENCE S.00°00'04"W., 329.94 FEET; THENCE S.00°59'56"W., 94.98 FEET; THENCE N.45°00'04"W., 230.30 FEET; THENCE S.00°59'56"W., 120.00 FEET; THENCE S.00°00'04"W., 140.00 FEET TO THE POINT OF BEGINNING; THENCE S.00°59'56"W., 107.00 FEET TO THE EASTERLY RIGHT OF WAY LINE OF VILLAGE DRIVE; THENCE ALONG SAID EASTERLY LINE BY THE FOLLOWING THREE (3) COURSES:

1. N.00°00'04"W., 59.32 FEET TO A POINT OF CURVE;
2. ALONG THE ARC OF A CURVE TO THE LEFT, RADIUS 620.00 FEET, ARC 250.42 FEET, CHORD N.11°56'30"W., 256.55 FEET TO A POINT OF REVERSE CURVE;
3. ALONG THE ARC OF A CURVE TO THE RIGHT, RADIUS 930.00 FEET, ARC 214.00 FEET, CHORD N.17°15'47"W., 214.00 FEET TO THE SOUTHEASTERLY RIGHT OF WAY LINE OF COUNTRYSIDE BOULEVARD (120 FOOT RIGHT OF WAY);

THENCE ALONG SAID SOUTHEASTERLY LINE, ALONG THE ARC OF A CURVE TO THE LEFT, CONCAVE TO THE NORTHWEST, RADIUS 1110.00 FEET, ARC 306.16 FEET, CHORD N.07°32'48"E., 305.21 FEET; THENCE LEAVING SAID SOUTHEASTERLY LINE S.45°00'04"E., 19.07 FEET; THENCE S.00°00'04"E., 24.00 FEET; THENCE ALONG THE ARC OF A NON-TANGENT CURVE TO THE RIGHT, RADIUS 10.00 FEET, ARC 14.14 FEET, CHORD S.67°30'04"E., 13.76 FEET TO A POINT OF TANGENCY; THENCE S.45°00'04"E., 230.00 FEET TO A POINT OF CURVE; THENCE ALONG THE ARC OF A CURVE TO THE RIGHT, RADIUS 10.00 FEET, ARC 20.42 FEET, CHORD S.00°00'04"E., 19.30 FEET TO A POINT OF TANGENCY; THENCE S.44°59'56"W., 215.00 FEET; THENCE S.45°00'04"E., 24.00 FEET; THENCE S.45°59'58"W., 50.00 FEET; THENCE S.45°00'04"E., 172.17 FEET; THENCE S.44°59'56"W., 80.10 FEET; THENCE ALONG THE ARC OF A CURVE TO THE RIGHT, RADIUS 117.00 FEET, ARC 01.00 FEET, CHORD S.47°29'56"W., 00.55 FEET TO THE POINT OF BEGINNING.

INVERNESS CONDOMINIUM II, PHASE I

BEGINNING AT THE NORTHWEST CORNER OF SECTION 32, TOWNSHIP 28 SOUTH, RANGE 16 EAST, PINELLAS COUNTY, FLORIDA AS A POINT OF REFERENCE; THENCE N.00°00'04"W., 329.94 FEET; THENCE S.00°59'56"W., 94.98 FEET; THENCE N.45°00'04"W., 230.30 FEET; THENCE S.00°59'56"W., 120.00 FEET; THENCE S.00°00'04"W., 140.00 FEET TO THE POINT OF BEGINNING. THENCE S.00°59'56"W., 107.00 FEET TO THE EAST RIGHT OF WAY LINE OF VILLAGE DRIVE; THENCE ALONG SAID LINE BY THE FOLLOWING THREE (3) COURSES:

1. N.00°00'04"W., 59.32 FEET TO A POINT OF CURVE;
2. ALONG THE ARC OF A CURVE TO THE LEFT, RADIUS 620.00 FEET, ARC 250.42 FEET, CHORD N.11°56'30"W., 256.55 FEET TO A POINT OF REVERSE CURVE;
3. ALONG THE ARC OF A CURVE TO THE RIGHT, RADIUS 930.00 FEET, ARC 12.55 FEET, CHORD N.20°20'44"W., 12.55 FEET;

THENCE LEAVING SAID RIGHT OF WAY LINE N.00°00'04"E., 330.94 FEET; THENCE S.44°59'56"W., 107.00 FEET; THENCE S.45°00'04"E., 24.00 FEET; THENCE S.44°59'56"W., 50.00 FEET; THENCE S.45°00'04"E., 172.17 FEET; THENCE S.44°59'56"W., 80.10 FEET TO A POINT OF CURVE; THENCE ALONG THE ARC OF A CURVE TO THE RIGHT, RADIUS 117.00 FEET, ARC 01.00 FEET, CHORD S.47°29'56"W., 00.55 FEET TO THE POINT OF BEGINNING.

INVERNESS CONDOMINIUM II, PHASE II

BEGINNING AT THE NORTHWEST CORNER OF SECTION 32, TOWNSHIP 28 SOUTH, RANGE 16 EAST, PINELLAS COUNTY, FLORIDA AS A POINT OF REFERENCE; THENCE N.00°00'04"W., 329.94 FEET; THENCE S.00°59'56"W., 94.98 FEET; THENCE N.45°00'04"W., 230.30 FEET; THENCE S.00°59'56"W., 120.00 FEET; THENCE S.00°00'04"W., 140.00 FEET; THENCE S.00°59'56"W., 107.00 FEET TO THE EAST RIGHT OF WAY LINE OF VILLAGE DRIVE; THENCE ALONG SAID LINE BY THE FOLLOWING THREE (3) COURSES:

1. N.00°00'04"W., 59.32 FEET TO A POINT OF CURVE;
2. ALONG THE ARC OF A CURVE TO THE LEFT, RADIUS 620.00 FEET, ARC 250.42 FEET, CHORD N.11°56'30"W., 256.55 FEET TO A POINT OF REVERSE CURVE;
3. ALONG THE ARC OF A CURVE TO THE RIGHT, RADIUS 930.00 FEET, ARC 12.55 FEET, CHORD N.20°20'44"W., 12.55 FEET TO THE POINT OF BEGINNING.

THENCE CONTINUE ALONG THE ARC OF A CURVE TO THE RIGHT, RADIUS 930.00 FEET, ARC 202.55 FEET, CHORD N.16°52'35"W., 201.00 FEET TO THE SOUTHEASTERLY RIGHT OF WAY LINE OF COUNTRYSIDE BOULEVARD (120 FOOT RIGHT OF WAY); THENCE ALONG SAID SOUTHEASTERLY LINE ALONG THE ARC OF A CURVE TO THE LEFT, CONCAVE TO THE NORTHWEST, RADIUS 1110.00 FEET, ARC 306.16 FEET, CHORD N.07°32'48"E., 305.21 FEET; THENCE LEAVING SAID SOUTHEAST LINE S.45°00'04"E., 19.07 FEET; THENCE S.00°00'04"E., 24.00 FEET; THENCE ALONG THE ARC OF A NON-TANGENT CURVE TO THE RIGHT, RADIUS 10.00 FEET, ARC 14.14 FEET, CHORD S.67°30'04"E., 13.76 FEET TO A POINT OF TANGENCY; THENCE S.45°00'04"E., 230.00 FEET TO A POINT OF CURVE; THENCE ALONG THE ARC OF A CURVE TO THE RIGHT, RADIUS 10.00 FEET, ARC 20.42 FEET, CHORD S.00°00'04"E., 19.30 FEET TO A POINT OF TANGENCY; THENCE S.44°59'56"W., 112.07 FEET; THENCE S.00°59'56"W., 330.94 FEET TO THE POINT OF BEGINNING.

INVERNESS CONDOMINIUM II, 24 FOOT EASEMENT FOR INGRESS-EGRESS

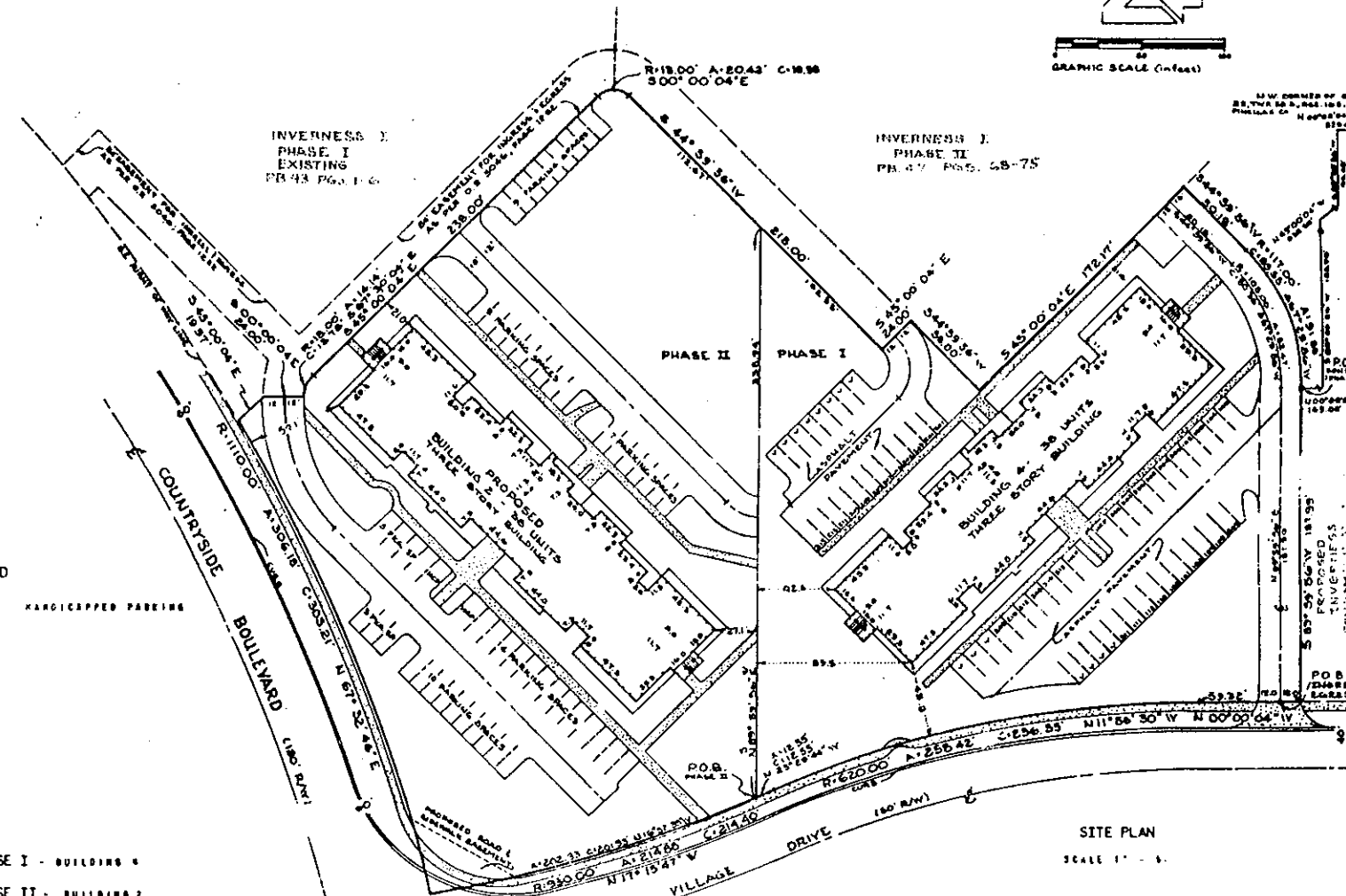
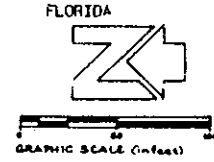
THE DEVELOPER RESERVES FOR ITSELF, ITS SUCCESSORS, AND ASSIGNEES, A NON-EXCLUSIVE INGRESS-EGRESS EASEMENT OVER AND ACROSS THE FOLLOWING DESCRIBED REAL PROPERTY, SAID EASEMENT BEING A 24.00 FOOT EASEMENT FOR INGRESS-EGRESS, BEING 12.00 FEET CONTINUOUS ON EACH SIDE OF THE FOLLOWING DESCRIBED CENTERLINE UNLESS OTHERWISE NOTED: BEGINNING AT THE NORTHWEST CORNER OF SECTION 32, TOWNSHIP 28 SOUTH, RANGE 16 EAST, PINELLAS COUNTY, FLORIDA AS A POINT OF REFERENCE; THENCE N.00°00'04"W., 329.94 FEET; THENCE S.00°59'56"W., 94.98 FEET; THENCE N.45°00'04"W., 230.30 FEET; THENCE S.00°59'56"W., 120.00 FEET; THENCE N.00°00'04"W., 140.00 FEET; THENCE S.00°59'56"W., 107.00 FEET TO THE EASTERLY RIGHT OF WAY LINE OF VILLAGE DRIVE; THENCE ALONG SAID EASTERLY LINE N.00°00'04"W., 12.00 FEET TO THE POINT OF BEGINNING; THENCE LEAVING SAID LINE N.00°59'56"E., 107.00 FEET TO A POINT OF CURVE; THENCE ALONG THE ARC OF A CURVE TO THE LEFT, RADIUS 105.00 FEET, ARC 02.47 FEET, CHORD S.07°29'54"W., 00.30 FEET TO A POINT OF TANGENCY; THENCE S.44°59'56"W., 80.10 FEET TO A POINT OF TERMINATION, SAID POINT ALSO BEING THE POINT OF TERMINATION OF A 24.00 FOOT EASEMENT FOR INGRESS-EGRESS AS DESCRIBED IN INVERNESS CONDOMINIUM I.

OFFICE OF
GEORGE F. YOUNG, INC.
CIVIL ENGINEERS AND LAND SURVEYORS
610 ARLINGTON AVENUE NORTH
ST. PETERSBURG, FLORIDA

EXHIBIT B

INVERNESS CONDOMINIUM II

A PROPOSED CONDOMINIUM SECTION 30 TOWNSHIP 28 SOUTH RANGE 16 EAST PINELLAS COUNTY FLORIDA



LEGEND
-CP HANDICAPPED PARKING

PHASE I - BUILDING 1
PHASE II - BUILDING 2

CERTIFICATE
I, EARL J. JAMES, THE UNDERSIGNED REGISTERED LAND SURVEYOR, AUTHORIZED TO PRACTICE IN THE STATE OF FLORIDA, DO HEREBY CERTIFY THAT THE PROPERTY DESCRIBED HEREIN ON SHEET 0.6 UNDER THE LEADING INVERNESS CONDOMINIUM II, PHASE I, WAS SURVEYED AND STAKED AND THAT THE DIMENSIONS AND ANGLES ARE CORRECT. I FURTHER HEREBY CERTIFY THAT THE CONSTRUCTION OF THE IMPROVEMENTS TO PHASE I DESCRIBED IN THIS CONDOMINIUM PLAN OF INVERNESS CONDOMINIUM II, CONSISTING OF SHEETS 0.1 THROUGH 0.5 ARE SUBSTANTIALLY COMPLETE SO THAT THIS MATERIAL, TOGETHER WITH THE PROVISIONS OF THE STATUTES RELATING TO MATTERS OF SURVEY DESCRIBING PHASE I 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 AND OF EACH UNIT CAN BE DETERMINED FROM THESE MATERIALS.

DATE: Sept. 12, 1980
DRAWN BY: H2M
CHECKED BY: HAM

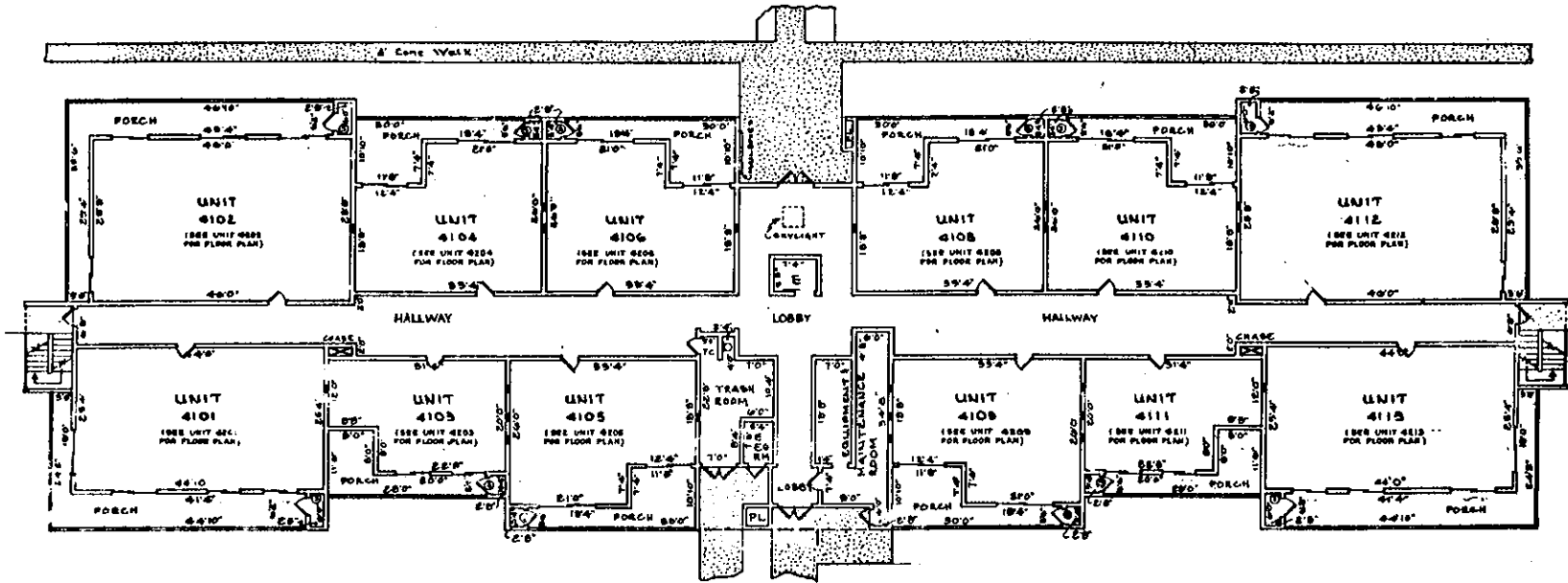
GEORGE F. YOUNG, INC.
FLORIDA SURVEYOR'S REG. NO. 5811
DATE: 9-15-80

SITE PLAN
SCALE 1" = 50'

OFFICE OF
GEORGE F. YOUNG, INC.
CIVIL ENGINEER AND LAND SURVEYOR
610 ARLINGTON AVENUE NORTH
ST. PETERSBURG, FLORIDA

INVERNESS CONDOMINIUM II

A CONDOMINIUM SECTION 30 TOWNSHIP 28 SOUTH RANGE 16 EAST PINELLAS COUNTY FLORIDA



BUILDING # 4
1ST FLOOR BUILDING PLAN
SCALE 1/4" = 10'

NOTES:

1. THE BOUNDARIES OF THE UNITS ARE THE INNER UNFINISHED SURFACES OF THE PLASTER WALLS, FLOORS AND CEILING.
2. ALL DIMENSIONS SHOWN REFER TO INSIDE DIMENSIONS OF EACH UNIT EXCEPT AS SHOWN AND ARE SUBJECT TO SLIGHT VARIANCES WHICH MAY HAVE OCCURRED DURING CONSTRUCTION.
3. ALL ELEVATIONS REFER TO THE NATIONAL GEODETIC VERTICAL DATUM OF 1929. MEAN SEA LEVEL + 0.00 FEET.

LEGEND

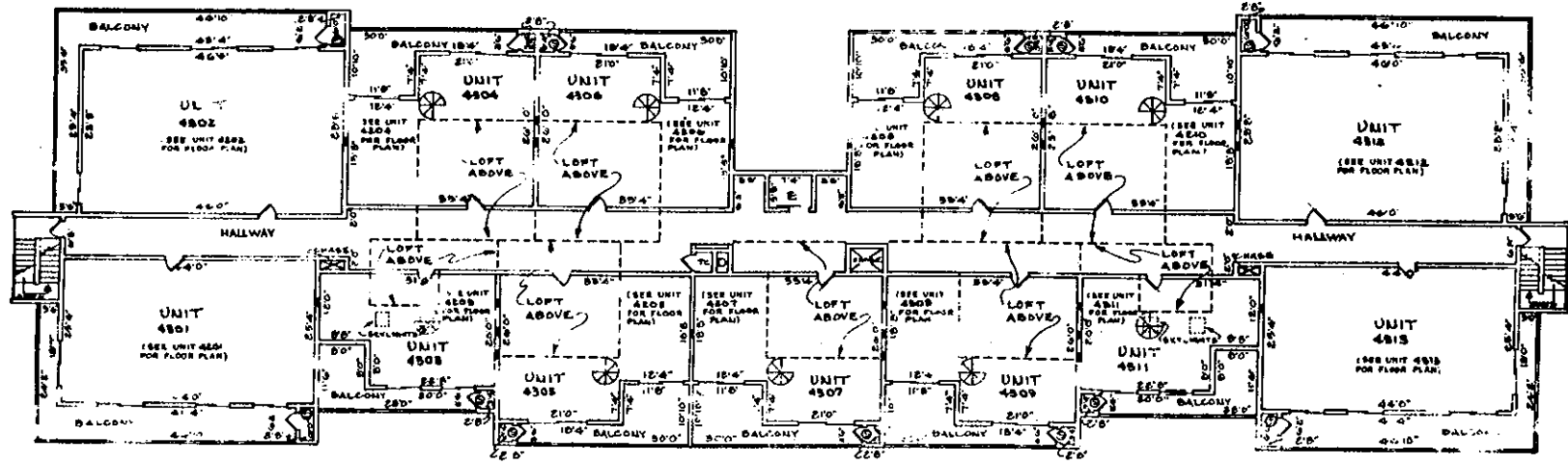
- E ELEVATOR
- E. EQ. RM ELEVATOR EQUIPMENT ROOM
- PL PLANTER
- ⊙ STORAGE
- TC TRASH CHUTE
- 4" WALL
- == 6" WALL
- === 8" WALL (HEIGHT: 7'-6")

ELEVATIONS				
BLDG.	FLR.	UNIT #	FIN. FLOOR/CEILING	
4	1	4101-4112	94.61	102.56
4	2	4201-4212	104.26	112.26
4	3	4301-4312	114.00	122.00 to 125.01
4	4 (Lobby)	4501-4512	122.76	130.76 to 133.66

PREPARED BY
GEORGE W. YOUNG, INC.
 CIVIL ENGINEER AND LAND SURVEYOR
 810 ARLINGTON AVENUE NORTH
 ST. PETERSBURG, FLORIDA

INVERNESS CONDOMINIUM II

A CONDOMINIUM SECTION 30 TOWNSHIP 28 SOUTH RANGE 16 EAST PINELLAS COUNTY FLORIDA



BUILDING 4
TYPICAL 3RD FLOOR BUILDING PLAN
SCALE 1/4" = 10'

NOTES:

THE BOUNDARIES OF THE UNITS ARE THE LINE, VERTICAL, SURFACES OF THE PERIMETER WALLS, FLOORS, AND CEILINGS.

ALL DIMENSIONS SHOWN REFER TO INSIDE DIMENSIONS OF EACH UNIT EXCEPT AS SHOWN AND ARE SUBJECT TO SLIGHT VARIANCES WHICH MAY HAVE OCCURRED DURING CONSTRUCTION.

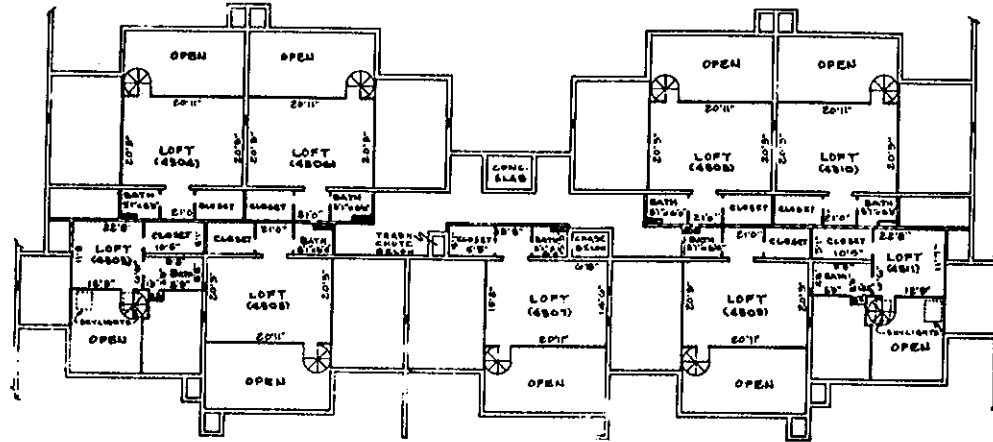
LEGEND

- E ELEVATOR
- ⊙ STORAGE
- TC TRASH CHUTE
- ⊗ SPIRAL STAIRCASE
- 4" WALL
- == 6" WALL
- 6" WALL HEIGHT ± 4"

OFFICE OF
GEORGE YOUNG, INC.
CIVIL ENGINEERS AND LAND SURVEYORS
610 ARLINGTON AVENUE NORTH
ST. PETERSBURG, FLORIDA

INVERNESS CONDOMINIUM II

A CONDOMINIUM SECTION 30 TOWNSHIP 28 SOUTH RANGE 16 EAST PINELLAS COUNTY FLORIDA



BUILDING 4
TYPICAL 3RD FLOOR LOFT PLAN
SCALE 1" = 16"

NOTES

1. THE BOUNDARIES OF THE UNITS ARE THE INNER UNFINISHED SURFACES OF THE PERIMETER WALLS, FLOORS, AND CEILINGS.
2. ALL DIMENSIONS SHOWN REFER TO INSIDE DIMENSIONS OF EACH UNIT EXCEPT AS SHOWN AND ARE SUBJECT TO SLIGHT VARIANCES WHICH MAY HAVE OCCURRED DURING CONSTRUCTION.

LEGEND

- STAIRCASE
- 1" WALL
- 6" WALL
- 8" WALL

OFFICE OF
GEORGE F. YOUNG, INC.
CIVIL ENGINEERS AND LAND SURVEYORS
819 ARLINGTON AVENUE NORTH
ST. PETERSBURG, FLORIDA

INVERNESS CONDOMINIUM II

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

<u>UNIT NO.</u>	<u>PERCENT PHASE I</u>	<u>PERCENT PHASE II</u>
4101	2.8389	1.4195
4102	3.6516	1.8257
4103	1.5161	.7580
4104	2.1242	1.0622
4105	2.1242	1.0622
4106	2.1242	1.0622
4107	2.1242	1.0622
4108	2.1242	1.0622
4109	1.5161	.7580
4110	2.1242	1.0622
4111	2.8389	1.4195
4112	3.6516	1.8257
4201	2.8389	1.4195
4202	3.6516	1.8257
4203	1.5161	.7580
4204	2.1242	1.0622
4205	2.1242	1.0622
4206	2.1242	1.0622
4207	2.1242	1.0622
4208	2.1242	1.0622
4209	2.1242	1.0622
4210	2.1242	1.0622
4211	1.5161	.7580
4212	3.6516	1.8257
4213	2.8389	1.4195
4301	2.8389	1.4195
4302	3.6516	1.8257
4303	2.0655	1.0327
4304	3.3210	1.6604
4305	3.3210	1.6604
4306	3.3210	1.6604
4307	3.3210	1.6604
4308	3.3210	1.6604
4309	3.3210	1.6604
4310	3.3210	1.6604
4311	2.0655	1.0327
4312	3.6516	1.8257
4313	2.8389	1.4195
2101		1.4195
2102		1.8257
2103		.7580
2104		1.0622
2105		1.0622
2106		1.0622
2107		1.0622
2108		1.0622
2109		1.0622
2110		.7580
2111		1.0622
2112		1.4195
2201		1.8257
2202		1.4195
2203		1.8257
2204		.7580
2205		1.0622

EXHIBIT C

<u>UNIT NO.</u>	<u>PERCENT PHASE I</u>	<u>PERCENT PHASE II</u>
2206		1.0622
2207		1.0622
2208		1.0622
2209		1.0622
2210		1.0622
2211		.7580
2212		1.8257
2213		1.4195
2301		1.4195
2302		1.8257
2303		1.0327
2304		1.6604
2305		1.6604
2306		1.6604
2307		1.6604
2308		1.6604
2309		1.6604
2310		1.6604
2311		1.0327
2312		1.8257
2313		1.4195

EXHIBIT C

NONEXCLUSIVE RECREATION AREA
EASEMENT AND-USE AGREEMENT
(Declaration of Servitude)

This Nonexclusive Easement and Use Agreement made and entered into this 13 day of April, 1981, by and between U. S. HOME CORPORATION, a Delaware corporation (hereinafter referred to as Owner), and INVERNESS CONDOMINIUM II ASSOCIATION, INC., a Florida nonprofit corporation (hereinafter referred to as Association).

WHEREAS, Owner is the owner of that certain real property legally described on pages 1 and 2 of Exhibit A attached hereto and by reference made a part hereof, which property has been or will be improved and will be used as a recreation area for INVERNESS CONDOMINIUM II and other condominium projects to be built or which have been built on real property described on Exhibit B attached hereto and labeled "Overall", containing an additional two hundred ninety-five (295) condominium units; and

WHEREAS, the Association is the legal entity responsible for the operation of INVERNESS CONDOMINIUM II and is making and entering into this Nonexclusive Easement and Use Agreement pursuant to its Articles of Incorporation, By-Laws, and the Declaration of Condominium for INVERNESS CONDOMINIUM II for the purpose of providing a possessory and use interest in the Owner's interest in the above-described real property, hereinafter referred to as "Recreation Areas" for the use, enjoyment, recreation and benefit of its members.

NOW, THEREFORE, and in consideration of the foregoing mutual covenants herein contained and Ten and 00/100 Dollars (\$10.00) as to the other in hand paid, the parties covenant and agree each with the other as follows:

ARTICLE I

Grant by the Owner:

Owner, upon the terms and conditions stated herein, does hereby give and grant unto the Association, its successors, assigns, members and their guests and invitees, a nonexclusive easement and right of use in and to the Recreation Area above described. Said easement and right of use shall be in common with other condominiums to be constructed in the INVERNESS CONDOMINIUM development.

ARTICLE II

Term:

This easement and right of use is subject to all the terms, covenants and conditions herein; a permanent and perpetual easement of right of use.

ARTICLE III

Obligation to Pay Maintenance:

Association covenants and agrees to pay, in consideration for the easement and use, the total costs, charges and expenses of the ownership, operation and maintenance of the Recreation Areas, including, but not limited to, taxes, insurance, pool and ground care, and costs of all building, maintenance and other repair and replacement required to maintain said Recreation Areas as improved in a good state

of repair. At such time as the Owner develops additional condominium projects in the INVERNESS development, and the Declarations of Condominium for those new condominium projects are recorded in the Public Records of Pinellas County, then the before-mentioned expenses shall be borne by the Condominium Association in a percentage determined by the relationship bears to the total number of units in a Condominium Association Condominium Associations. For example, if there are a total of one hundred forty (140) condominium units in all Condominium Associations, and INVERNESS CONDOMINIUM I ASSOCIATION, INC. has seventy (70) condominium units, then that Association shall bear fifty (50) percent of the maintenance expenses of the before-mentioned recreation facilities. The Condominium Association shall charge its share of the maintenance expenses to its unit owners according to the manner of sharing common expenses as described in the Declaration of Condominium.

ARTICLE IV

Improvements by Owner:

Owner has or will, at its cost and expense, improve the property with a covered patio, pool, recreation room and kitchen. Owner has no obligation to make any additional improvements, and Association accepts the Recreation Area in its present "as is" condition or in its condition when completed.

ARTICLE V

Use:

The use of the Recreation Area by the members shall at all times be subject to such reasonable rules and regulations as shall from time to time be promulgated by the Owner or its designee. 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.

ARTICLE VI

Miscellaneous Provisions:

- A. The Association's interest herein shall not be assignable.
- B. Association covenants and agrees to indemnify and save Owner harmless from any claims, debts or obligations which may be made against the Owner or Owner's title in the premises by virtue of the making of this agreement and the ownership by the Association of the interests created hereby.
- C. The parties hereto agree that Owner would not have improved the Recreation Area except for this easement and right of use having been made and entered into by Association and the payment of the costs as defined herein for the full term hereof. Accordingly, Association may not cancel this Easement and Use Agreement during the full term thereof and shall pay the costs described in Article III, whether or not Association and its members use the Recreation Area.
- D. Owner shall have all rights provided by law for the enforcement of this agreement, and in the event enforcement is required, Association agrees to pay all costs incurred by Owner, including a reasonable attorney's fee.

This constitutes the entire Agreement between the

parties, and the same shall be binding upon the heirs, successors, legal representatives and assigns of the parties hereto.

IN WITNESS WHEREOF, the parties hereto have hereunder executed this instrument for the purposes herein expressed, the day and year first above written.

Signed, sealed and delivered in the presence of:

U. S. HOME CORPORATION

Judith A. Floyd

By: Frank P. Macagnone
Frank P. Macagnone
Division President

Marilyn J. Arnold
As to Owner

Attest: Noel Jones
Noel Jones
Division Secretary

(CORPORATE SEAL)

Judith A. Floyd

INVERNESS CONDOMINIUM II ASSOCIATION, INC.

By: Franklin O. Collins
Franklin O. Collins
President

Marilyn J. Arnold
As to Association

Attest: Noel Jones
Noel Jones
Secretary

(CORPORATE SEAL)

STATE OF FLORIDA
COUNTY OF PINELLAS

BEFORE ME, an officer duly authorized to administer oaths and take acknowledgments, personally appeared FRANK P. MACAGNONE and NOEL JONES as 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 instrument, 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 13 day of April, 1981.


Notary Public

My Commission Expires:

Notary Public, State Of Florida At Large
My Commission Expires April 23, 1984
Bonded By SAFECO Insurance Company of America

STATE OF FLORIDA
COUNTY OF PINELLAS

BEFORE ME, an officer duly authorized to administer oaths and take acknowledgments, personally appeared FRANKLIN O. COLLINS and NOEL JONES as President and Secretary respectively of INVERNESS CONDOMINIUM II ASSOCIATION, INC., a Florida nonprofit corporation, to me known to be the persons described in and who executed the foregoing instrument, 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 13 day of April, 1981.


Notary Public

My Commission Expires:

Notary Public, State Of Florida At Large
My Commission Expires April 23, 1984
Bonded By SAFECO Insurance Company of America

INVERNESS RECREATION AREA - PARCEL "A"

Beginning at the northwest corner of Section 32, Township 28 South, Range 16 East, Pinellas County, Florida as a point of reference; thence N.00°00'04"W., along the east line of Section 30, Township 28 South, Range 16 East, 1196.41 feet to the point of beginning. Thence N.45°00'04"W., leaving said line 278.26 feet to a point on a curve on the southeast right of way line of Countryside Boulevard (a 120 foot right of way); thence along said line by the following two courses:

1. Along the arc of a non-tangent curve to the left, concave to the northwest, radius 1110.00 feet, arc 15.99 feet, chord N.48°32'49"E., 15.99 feet to a point of tangency.
 2. N.48°08'03"E., 248.11 feet to a point of intersection of said right of way line and the aforementioned ease section line.
- Thence along said line S.00°00'04"E., 372.93 feet to the point of beginning.

SUBJECT TO: Restrictions, conditions, limitations and easements of record and applicable zoning ordinances, laws and regulations, without reimposing any of the same.

INVERNESS RECREATION AREA - PARCEL "B"

Beginning at the Northwest corner of Section 32, Township 28 South, Range 16 East, Pinellas County, Florida as a point of reference; thence N.00°00'04"W., along the east line of Section 30, Township 28 South, Range 16 East, 329.44 feet; thence leaving said line S.89°59'56"W., 44.48 feet; thence N.45°00'04"W., 238.38 feet to the point of beginning; thence S.89°59'56"W., 128.98 feet; thence N.00°00'04"W., 143.00 feet to a point on a curve; thence along the arc of a non-tangent curve to the left, concave to the Northwest, radius 117.00 feet, arc 91.89 feet, chord N.67°29'56"E., 89.55 feet to a point of tangency; thence N.44°59'56"E., 50.18 feet; thence S.45°00'04"E., 28.00 feet; thence S.02°40'47"W., 193.16 feet to the point of beginning.

SUBJECT TO: Restrictions, conditions, limitations and easements of record and applicable zoning ordinances, laws and regulations, without reimposing any of the same.

INVERNESS CONDOMINIUM - OVERALL

THAT PORTION OF SECTIONS 30, 31 AND 32, TOWNSHIP 26 SOUTH, RANGE 16 EAST, PINELLAS COUNTY, FLORIDA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHWEST CORNER OF SECTION 32, TOWNSHIP 26 SOUTH, RANGE 16 EAST, PINELLAS COUNTY, FLORIDA; THENCE N.29 00'00"E., ALONG THE NORTH LINE OF SAID SECTION 32, 22.00 FEET; THENCE S.00 00'20"E., 920.25 FEET TO A POINT ON A CURVE; THENCE ALONG THE ARC OF A CURVE TO THE LEFT, RADIUS 1079.25 FEET, ARC 248.47 FEET, CHORD S.72 54'38"W., 380.25 FEET; THENCE ALONG SAID CURVE S.10 20'30"E., 80.25 FEET TO A POINT OF CURVE; THENCE ALONG THE ARC OF A CURVE TO THE LEFT, RADIUS 1079.25 FEET, ARC 220.25 FEET, CHORD S.29 00'30"W., 219.59 FEET TO A POINT OF REVERSE CURVE; THENCE ALONG THE ARC OF A CURVE TO THE RIGHT, RADIUS 1080.00 FEET, ARC 260.20 FEET, CHORD S.27 24'09"W., 563.79 FEET TO ITS INTERSECTION WITH THE NORTH LINE OF SECTION 31, TOWNSHIP 26 SOUTH, RANGE 16 EAST; THENCE CONTINUING ALONG THE ARC OF A CURVE TO THE RIGHT, RADIUS 1080.00 FEET, ARC 374.75 FEET, CHORD N.19 07'45"W., 372.00 FEET TO A POINT OF TANGENCY; THENCE ALONG THE ARC OF A CURVE TO THE LEFT, RADIUS 858.89 FEET, ARC 258.02 FEET, CHORD N.17 05'47"W., 204.40 FEET TO A POINT OF REVERSE CURVE; THENCE ALONG THE ARC OF A CURVE TO THE RIGHT, RADIUS 858.89 FEET, ARC 215.00 FEET, CHORD N.17 05'47"W., 204.40 FEET TO A POINT ON THE SOUTHERLY RIGHT OF WAY LINE OF COUNTYROAD BOULEVARD (A 120 FOOT RIGHT OF WAY); THENCE ALONG SAID LINE OF A CURVE TO THE LEFT, RADIUS 1110.00 FEET, ARC 528.18 FEET, CHORD N.61 47'30"E., 524.10 FEET TO A POINT OF TANGENCY; THENCE N.48 00'00"E., 244.11 FEET; THENCE HAVING PROPORTIONED RIGHT OF WAY LINE S.00 00'00"E., 1569.25 FEET TO THE POINT OF BEGINNING.

SCHEDULE OF AMENDMENTS
TO
DECLARATION OF CONDOMINIUM
FOR
INVERNESS CONDOMINIUM II

1. Article XIII Section N. of the Declaration of
Condominium is amended to read as follows:

"N. No motor vehicles other than regular
passenger automobiles, including mini-vans not
exceeding 16 feet in length, Cherokees, Jeeps and
similar vehicles enclosed by the manufacturer and
used exclusively for transport of passengers, and
light vans-type trucks shall be permitted to park
in the condominium property other than for the
time needed for pick up and delivery. No
commercial vehicles or trucks or vans exceeding
16 feet in length and no vehicle which is not
fully enclosed by the manufacturer shall be
permitted to park in the condominium property
other than for the time needed for pick up and
delivery. However, passenger vans which exceed
16 feet in length but which have been converted
for use by the handicapped, may park upon the
condominium property. Recreational vehicles,
boats and/or boat trailers may be parked in the
recreational vehicle parking spaces designated by
the developer."

27077762 S06 05-03-91 13:19:15
01
RECORDING

1 \$10.50
TOTAL: \$10.50
CHECK AMT. TENDERED: \$10.50
CHANGE: \$0.00

26104402 RMH 11-21-90 16:43:42
01
RECORDING

1 \$10.50
TOTAL: \$10.50
CHECK AMT. TENDERED: \$10.50
CHANGE: \$0.00

EXHIBIT "A"

CERTIFICATE OF AMENDMENT TO DECLARATION OF CONDOMINIUM

OF

INVERNESS CONDOMINIUM II ASSOCIATION, INC.

We, Bert Diccico, as President, and Steffi Scarne, as Secretary of INVERNESS CONDOMINIUM II ASSOCIATION, INC., do hereby certify that by the affirmative vote of the majority of the total of the Voting Members of the Association, at the meeting of INVERNESS CONDOMINIUM II ASSOCIATION, INC., on February 13, 1991, held in accordance with the By-Laws of this Association, the following amendment was duly enacted:

Article XIV, Paragraph 6 of the Declaration of Condominium is amended to read:

G. In the event that any installment of an assessment, whether monthly or otherwise, remains unpaid thirty (30) days after the same shall become due, the Board of Directors may declare the entire annual assessment as to that delinquent Unit Owner due and payable immediately in full, as if the entire amount was originally due and payable on that date. Unit owners are personally liable for the assessments charged against their units by the Association during their ownership. Any assessment not paid within ten (10) days from the date when it is due is past due, and a late charge of \$25.00 to cover administrative costs caused by the delinquency shall automatically be added to the amount of each past due assessment, and past due assessments shall bear interest from the due date at the rate of eighteen (18%) percent per year. If the Association employs an attorney to assist it in collecting past due assessments, or late charges, or interest, the delinquent unit owner shall also be liable for all reasonable attorney's fees incurred by the Association for that purpose, whether or not legal action becomes necessary.

JUL RECORDING REC 1050 DS INT FEES TOTAL 1050

PREPARED BY & RETURN TO: STEVEN H. MEZER, P.A. SEC 1212 COURT ST., SUITE 201 CLEARWATER, FL 34616 CONDOMINIUM PLATS PERTAINING HERETO ARE RECORDED IN CONDOMINIUM PLAT BOOK 50 PAGES 16-21 AND PLAT BOOK 54 PAGES 50-55

KARLEEN F. DEBLANKER, CLERK RECORD VERIFIED BY: JF

AMENDMENT TO DECLARATION OF CONDOMINIUM

MAY 12 1989

OF

INVERNESS CONDOMINIUM II

This Amendment of the Declaration of Condominium of INVERNESS CONDOMINIUM II made this 12 day of December, 1984, pursuant to the provisions of Article XII of the Declaration of Condominium of INVERNESS CONDOMINIUM II which is duly recorded in the public records of Pinellas County, Florida, at O. R. Book 5177, page 60, and in order to amend Section D, N and P, Article XIII, which are to read as follows:

15 15668992 40 11. 28DC89
40. 13.00
13.00 CHRG

"D. No pets shall be permitted in any of the units or on the common elements other than birds (such as canaries or parakeets) and fish (such as gold fish and tropical varieties). However, a dog or cat which was maintained on the premises of the condominium on the day this Amendment was passed, may be kept on the premises but may not be replaced when it dies or is otherwise permanently removed from the premises. Such pets may be walked only in the designated "pet walking areas" established from time to time by the Board of Directors of the condominium association and must be kept inside the owner's unit at all times when the pet is not being walked. No pet shall be raised for commercial purposes, nor shall any pet be allowed to disturb or create a nuisance to other unit owners."

"N. No motor vehicles other than regular passenger automobiles and light van-type trucks shall be permitted to park in the condominium property other than for the time needed for pickup and delivery. Recreational vehicles, boats and/or boat trailers may be parked in the recreational vehicle parking spaces designated by the Developer."

"P. No unit owner shall lease or rent his unit for a term of less than 9 month (70) days. All lessees and renters must be approved in advance by the condominium association. Only one (1) lease or rental agreement will be approved for each calendar year. All lessees and renters must strictly abide by the rules and regulations of the condominium and all provisions of the condominium documents. The unit owner is strictly responsible for the conduct and behavior of his lessees or renters and their compliance with the rules and regulations and condominium documents."

This Amendment was approved at a special meeting of the unit owners of INVERNESS CONDOMINIUM II by the affirmative vote

REC 28 4 19TH 89
OFFICE OF THE CLERK
COUNTY OF PINELLAS
TALLAHASSEE, FLORIDA

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PREPARED BY:

R. TIMOTHY PETERS, P.A., ATTORNEY AT LAW, CLEARWATER, FLORIDA
587 S. DUNCAN AVE.

of a majority of the total number of votes to which the unit owners present and voting are entitled.

Witnesses:

Alice Cohen
Ernest Cohen

INVERNESS CONDOMINIUM II
ASSOCIATION, INC.

By: Arch Seleuty
President

Attest: Marion A. Peel
Secretary

(CORPORATE SEAL)

STATE OF FLORIDA)
COUNTY OF PINELLAS)

I HEREBY CERTIFY that on this day before me personally appeared Arch Seleuty and Marion A. Peel as President and Secretary, respectively, of INVERNESS CONDOMINIUM II ASSOCIATION, INC., to me known to be the persons described in and who executed the foregoing 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 that 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 12 day of February, 1984.

Christina Anuard
NOTARY PUBLIC

My Commission Expires:

Notary Public, State of Florida
My Commission Expires March 18, 1986
Issued by the Florida Department of Insurance, Inc.

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O.P. C133 PAGE 1458

DECLARATION OF CONDOMINIUM
OF
INVERNESS CONDOMINIUM II

24 24650258 70 11. 16DC85
40 5.00
3 394 TOTAL 5.00 CHRG

THIS AMENDMENT to the Declaration of Condominium of
INVERNESS CONDOMINIUM II made this 3rd day of March, 1983,
pursuant to the provisions of Article XII of the Declaration of
Condominium of INVERNESS CONDOMINIUM II which is duly recorded in
the Public Records of Pinellas County, Florida, at O. R. Book
5177, page 60, the aforesaid Declaration of Condominium is
amended as follows:

Article XIII, Section Q is amended to read as follows:

"There shall be no minimum age restriction on permanent
residents of the Condominium. This paragraph shall not be
amended unless such amendment is approved in writing by not
less than eighty-five (85%) percent of the members of the
condominium association."

This Amendment was approved at a special meeting of the
unit owners of INVERNESS CONDOMINIUM II by the affirmative vote
of a majority of the total number of votes to which the unit
owners present and voting were entitled.

Witnesses:
INVERNESS CONDOMINIUM
ASSOCIATION, INC. II

Ernest Bohren
James L. Sanchez
By William F. Dupont
Attest: Shelba Ann Ward

NOTARY PUBLIC
PINELLAS COUNTY, FLORIDA
Kathleen S. DeBaker
CLERK (CIRCUIT COURT)

(CORPORATE SEAL)

STATE OF FLORIDA
COUNTY OF PINELLA
Dec 16 6 57 PM '85

BEFORE ME, a Notary Public in and for the State and County
aforesaid, duly authorized to take acknowledgments personally
appeared William F. Dupont and Ernest Bohren
respectively, of INVERNESS CONDOMINIUM II ASSOCIATION, INC., to
me well known, and they acknowledged before me that they
executed, sealed and delivered the foregoing 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 10 day of February, 1985.

Shelba Ann Ward
NOTARY PUBLIC

My Commission Expires:

THIS INSTRUMENT PREPARED BY (& RETURN TO):
R. TIMOTHY PETERS
R. TIMOTHY PETERS, P.A.
BOX 6316, CLEARWATER, FL 33518

ORIGINAL CONDOMINIUM PLAT DRAWING FILED IN
CONDOMINIUM PLAT BOOK 50
PAGES 16-21

R. TIMOTHY PETERS, P. A., ATTORNEY AT LAW, CLEARWATER, FLORIDA
My Commission Expires March 18, 1986
NOTARY PUBLIC, State of Florida
My Commission Expires March 18, 1986
Pinellas County Seal - Inactive, Inc.

AMENDMENT TO DECLARATION OF CONDOMINIUM

OF

INVERNESS CONDOMINIUM II

This Amendment of the Declaration of Condominium of INVERNESS CONDOMINIUM II made this 27 day of March, 1983 pursuant to the provisions of Article XII of the Declaration of Condominium of INVERNESS CONDOMINIUM II which is duly recorded in the public records of Pinellas County, Florida, at O. R. Book 5177, page 60, and in order to add Section Q to Article XIII, and will read as follows:

"There shall be no minimum age restriction on permanent residents of the Condominium. This Paragraph shall not be amended unless such amendment is approved, in writing, by not less than eighty-five (85%) percent of the members of the Condominium Association.

This Amendment was approved at a special meeting of the unit owners of INVERNESS CONDOMINIUM II by the affirmative vote of a majority of the total number of votes to which the unit owners present and voting were entitled:

Witnesses:

INVERNESS CONDOMINIUM II
ASSOCIATION, INC.

David Silverman
Paul H. Bryant

By: Ann Silenitz
President

Attest: [Signature]
Secretary

(CORPORATE SEAL)

STATE OF FLORIDA
COUNTY OF PINELLAS

I HEREBY CERTIFY that on this day before me personally appeared Robert Lawrence, as Secretary and Robert Lawrence, respectively, of INVERNESS CONDOMINIUM II ASSOCIATION, INC., to me known to be the persons described in and who executed the foregoing 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 that 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 27 day of March, 1983.

Adriana K. Margenti
NOTARY PUBLIC

My Commission Expires: _____
NOTARY PUBLIC STATE OF FLORIDA AT LARGE
MY COMMISSION EXPIRES AUG 5 1985
BONDED THRU GENERAL INS., UNDERWRITERS

R. TIMOTHY PETERS
GOZA, HALL and PETERS, P.A.
BOX 6316, CLEARWATER, FL 33518

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 hereto.

Witnesses:

STATE OF _____
COUNTY OF _____

I HEREBY CERTIFY that on this day personally appeared before me, an officer duly authorized to administer oaths and take acknowledgments _____ 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 _____ and State of _____, this _____ day of _____, A.D. 19____.

Notary Public

My Commission Expires:

CERTIFICATE OF AMENDMENT TO DECLARATION OF CONDOMINIUM
OF

INVERNESS CONDOMINIUM II ASSOCIATION, INC.

We, Bert Diccico, as President, and Steffi Scarne, as Secretary of INVERNESS CONDOMINIUM II ASSOCIATION, INC., do hereby certify that by the affirmative vote of the majority of the total of the Voting Members of the Association, at the meeting of INVERNESS CONDOMINIUM II ASSOCIATION, INC., on February 13, 1991, held in accordance with the By-Laws of this Association, the following amendment was duly enacted:

Article XIV, Paragraph 6 of the Declaration of Condominium is amended to read:

G. In the event that any installment of an assessment, whether monthly or otherwise, remains unpaid thirty (30) days after the same shall become due, the Board of Directors may declare the entire annual assessment as to that delinquent Unit Owner due and payable immediately in full, as if the entire amount was originally due and payable on that date. Unit owners are personally liable for the assessments charged against their units by the Association during their ownership. Any assessment not paid within ten (10) days from the date when it is due is past due, and a late charge of \$25.00 to cover administrative costs caused by the delinquency shall automatically be added to the amount of each past due assessment, and past due assessments shall bear interest from the due date at the rate of eighteen (18%) percent per year. If the Association employs an attorney to assist it in collecting past due assessments, or late charges, or interest, the delinquent unit owner shall also be liable for all reasonable attorney's fees incurred by the Association for that purpose, whether or not legal action becomes necessary.

PREPARED BY & RETURN TO:
STEVEN H. MEZER, P.A.
1212 COURT ST., SUITE B
CLEARWATER, FL 34616

CONDOMINIUM PLATS PERTAINING
HERETO ARE RECORDED IN
CONDOMINIUM PLAT BOOK 50
PAGES 16-21 AND PLAT BOOK 54
PAGES 50-55

DECLARATION AMENDED

INVERNESS CONDOMINIUM II
ASSOCIATION, INC.

(CORPORATE SEAL)

BY:

Bert Diccico
Bert Diccico, President

ATTEST:

Steffi Scarne
Steffi Scarne, Secretary

STATE OF FLORIDA)
)
COUNTY OF PINELLAS)

I HEREBY CERTIFY that on this _____ day of _____, 1991, before me personally appeared Bert Diccico and Steffi Scarne, President and Secretary, respectively, of INVERNESS CONDOMINIUM II ASSOCIATION, INC., under the laws of the State of Florida, to me known to be the persons described in and who executed the foregoing Certificate of Amendment of the Declaration of Condominium for Inverness II, a Condominium, and 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 signature and official seal at _____, Pinellas County, State of Florida, the day and year last aforesaid.

My Commission Expires:

NOTARY PUBLIC

CODING: The full text to be amended is stated: New words to be inserted are underlined.

CERTIFICATE OF AMENDMENT TO DECLARATION OF CONDOMINIUM
OF

INVERNESS CONDOMINIUM II ASSOCIATION, INC.

We, Bert Diccico, as President, and Steffi Scarne, as Secretary of INVERNESS CONDOMINIUM II ASSOCIATION, INC., do hereby certify that by the affirmative vote of the majority of the total of the Voting Members of the Association, at the meeting of INVERNESS CONDOMINIUM II ASSOCIATION, INC., on February 13, 1991, held in accordance with the By-Laws of this Association, the following amendment was duly enacted:

Article XIV, Paragraph 6 of the Declaration of Condominium is amended to read:

G. In the event that any installment of an assessment, whether monthly or otherwise, remains unpaid thirty (30) days after the same shall become due, the Board of Directors may declare the entire annual assessment as to that delinquent Unit Owner due and payable immediately in full, as if the entire amount was originally due and payable on that date. Unit owners are personally liable for the assessments charged against their units by the Association during their ownership. Any assessment not paid within ten (10) days from the date when it is due is past due, and a late charge of \$25.00 to cover administrative costs caused by the delinquency shall automatically be added to the amount of each past due assessment, and past due assessments shall bear interest from the due date at the rate of eighteen (18%) percent per year. If the Association employs an attorney to assist it in collecting past due assessments, or late charges, or interest, the delinquent unit owner shall also be liable for all reasonable attorney's fees incurred by the Association for that purpose, whether or not legal action becomes necessary.

PREPARED BY & RETURN TO:
STEVEN H. MEZER, P.A.
1212 COURT ST., SUITE B
CLEARWATER, FL 34616

CONDOMINIUM PLATS PERTAINING
HERETO ARE RECORDED IN
CONDOMINIUM PLAT BOOK 50
PAGES 16-21 AND PLAT BOOK 54
PAGES 50-55

INVERNESS CONDOMINIUM II
ASSOCIATION, INC.

(CORPORATE SEAL)

By: Bert Diccico
Bert Diccico, President

ATTEST:

Steffi Scarne
Steffi Scarne, Secretary

STATE OF FLORIDA)
)
COUNTY OF PINELLAS)

I HEREBY CERTIFY that on this _____ day of _____, 1991, before me personally appeared Bert Diccico and Steffi Scarne, President and Secretary, respectively, of INVERNESS CONDOMINIUM II ASSOCIATION, INC., under the laws of the State of Florida, to me known to be the persons described in and who executed the foregoing Certificate of Amendment of the Declaration of Condominium for Inverness II, a Condominium, and 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 signature and official seal at _____, Pinellas County, State of Florida, the day and year last aforesaid.

My Commission Expires:

NOTARY PUBLIC

CODING: The full text to be amended is stated: New words to be inserted are underlined.

AMENDMENT TO DECLARATION OF CONDOMINIUM

MAY 12 1989

OF

INVERNESS CONDOMINIUM II

This Amendment of the Declaration of Condominium of INVERNESS CONDOMINIUM II made this 12 day of December, 1984, pursuant to the provisions of Article XII of the Declaration of Condominium of INVERNESS CONDOMINIUM II which is duly recorded in the public records of Pinellas County, Florida, at O. R. Book 5177, page 60, and in order to amend Section D, N and P, Article

XIII, which are to read as follows:

15 15668972 40 11. 28DC84
40 13.00
13.00 CHRS

"D. No pets shall be permitted in any of the units or on the common elements other than birds (such as canaries or parakeets) and fish (such as gold fish and tropical varieties). However, a dog or cat which was maintained on the premises of the condominium on the day this Amendment was passed, may be kept on the premises but may not be replaced when it dies or is otherwise permanently removed from the premises. Such pets may be walked only in the designated "pet walking areas" established from time to time by the Board of Directors of the condominium association and must be kept inside the owner's unit at all times when the pet is not being walked. No pet shall be raised for commercial purposes, nor shall any pet be allowed to disturb or create a nuisance to other unit owners."

REC'D 28 4 19 PM '84
CLERK OF COUNTY RECORDS
PINELLAS COUNTY, FLORIDA
Kathleen M. [unclear]

"N. No motor vehicles other than regular passenger automobiles and light van-type trucks shall be permitted to park in the condominium property other than for the time needed for pickup and delivery. Recreational vehicles, boats and/or boat trailers may be parked in the recreational vehicle parking spaces designated by the Developer."

"P. No unit owner shall lease or rent his unit for a term of less than 9 month (270) days. All lessees and renters must be approved in advance by the condominium association. Only one (1) lease or rental agreement will be approved for each calendar year. All lessees and renters must strictly abide by the rules and regulations of the condominium and all provisions of the condominium documents. The unit owner is strictly responsible for the conduct and behavior of his lessees or renters and their compliance with the rules and regulations and condominium documents."

This Amendment was approved at a special meeting of the unit owners of INVERNESS CONDOMINIUM II by the affirmative vote

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10 000 1300
10 000 1300
BA

PREPARED BY:

R. TIMOTHY PETERS, P.A., ATTORNEY AT LAW, CLEARWATER, FLORIDA
105, 587 S. DUNCAN AVE.

of a majority of the total number of votes to which the unit owners present and voting are entitled.

INVERNESS CONDOMINIUM II ASSOCIATION, INC.

Witnesses:

Alice Coburn
Ernest Coburn

BY: Arch Selemb
President

Attest: Christina H. Neal
Secretary

(CORPORATE SEAL)

STATE OF FLORIDA)
)
COUNTY OF PINELLAS)

I HEREBY CERTIFY that on this day before me personally appeared Arch Selemb and Christina Neal, as President and Secretary, respectively, of INVERNESS CONDOMINIUM II ASSOCIATION, INC., to me known to be the persons described in and who executed the foregoing 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 that 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 12 day of September, 1984.

Christina Neal
NOTARY PUBLIC

My Commission Expires:

Notary Public, State of Florida
My Commission Expires March 18, 1986
Bonded thru Lloyd's Insurance, Inc.

AMENDMENT TO DECLARATION OF CONDOMINIUM

MAY 12 1989

OF
INVERNESS CONDOMINIUM II

This Amendment of the Declaration of Condominium of INVERNESS CONDOMINIUM II made this 12 day of December, 1984, pursuant to the provisions of Article XII of the Declaration of Condominium of INVERNESS CONDOMINIUM II which is duly recorded in the public records of Pinellas County, Florida, at O. R. Book 5177, page 60, and in order to amend Section D, N and P, Article XIII, which are to read as follows:

15 15668992 40 11. 28DC84
13.00
13.00 CHRG

"D. No pets shall be permitted in any of the units or on the common elements other than birds (such as canaries or parakeets) and fish (such as gold fish and tropical varieties). However, a dog or cat which was maintained on the premises of the condominium on the day this Amendment was passed, may be kept on the premises but may not be replaced when it dies or is otherwise permanently removed from the premises. Such pets may be walked only in the designated "pet walking areas" established from time to time by the Board of Directors of the condominium association and must be kept inside the owner's unit at all times when the pet is not being walked. No pet shall be raised for commercial purposes, nor shall any pet be allowed to disturb or create a nuisance to other unit owners."

"N. No motor vehicles other than regular passenger automobiles and light van-type trucks shall be permitted to park in the condominium property other than for the time needed for pickup and delivery. Recreational vehicles, boats and/or boat trailers may be parked in the recreational vehicle parking spaces designated by the Developer."

"P. No unit owner shall lease or rent his unit for a term of less than 9 month (90) days. All lessees and renters must be approved in advance by the condominium association. Only one (1) lease or rental agreement will be approved for each calendar year. All lessees and renters must strictly abide by the rules and regulations of the condominium and all provisions of the condominium documents. The unit owner is strictly responsible for the conduct and behavior of his lessees or renters and their compliance with the rules and regulations and condominium documents."

This Amendment was approved at a special meeting of the Unit Owners of INVERNESS CONDOMINIUM II by the affirmative vote

DEC 28 4 19 PM '84
CLERK OF COURT
Kathleen A. McElroy

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P E R T
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BA

PREPARED BY:

R. TIMOTHY PETERS, P.A., ATTORNEY AT LAW, CLEARWATER, FLORIDA
15, 587 S. DUNCAN AVE.

of a majority of the total number of votes to which the unit owners present and voting are entitled.

INVERNESS CONDOMINIUM II ASSOCIATION, INC.

Witnesses:

Alice Coburn
Ernest Coburn

BY: Arch Seleuty
President

Attest: Christina A. Sward
Secretary

(CORPORATE SEAL)

STATE OF FLORIDA)
COUNTY OF PINELLAS)

I HEREBY CERTIFY that on this day before me personally appeared Arch Seleuty and Christina A. Sward, as President and Secretary, respectively, of INVERNESS CONDOMINIUM II ASSOCIATION, INC., to me known to be the persons described in and who executed the foregoing 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 that 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 12 day of December, 1984.

Christina A. Sward
NOTARY PUBLIC

My Commission Expires:

Notary Public, State of Florida
My Commission Expires March 18, 1986
Renewed thru 1979 Ins. Insurance, Inc.

28.00

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0.A. 5 17 9 PAGE 16 12

Records

CLERK CHARLITE COFFEE

CONDOMINIUM PLATS PERTAINING HERETO ARE FILED IN CONDOMINIUM PLAT BOOK 50, PAGES 16 thru 21.

AMENDMENT TO THE DECLARATION OF CONDOMINIUM

OF

INVERNESS CONDOMINIUM II

U. S. HOME CORPORATION, a Delaware corporation authorized to do business in the state of Florida and being the owner of all condominium units in INVERNESS CONDOMINIUM II, by these presents does hereby amend the Declaration of Condominium of INVERNESS CONDOMINIUM II, which was recorded in O. R. Book 5177, at Pages 60 through 124, inclusive, in the Public Records of Pinellas County, Florida, by herewith substituting for the Exhibit A to the Declaration the Amended Exhibit A attached hereto and by reference made a part hereof. This amendment is made pursuant to Article XII of said Declaration of Condominium and is done for the purpose of correcting an inadvertent omission of a portion of Exhibit A.

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

This amendment to the Declaration of Condominium of INVERNESS CONDOMINIUM II is made this 21st day of April, 1981.

THIS INSTRUMENT PREPARED BY (2 RETURN TOP)
R. TIMOTHY PETERS, ATTORNEY
GOZA, HALL, PEACOCK, PETERS AND SMITH, P.A.
BOX 6316, CLEARWATER, FL 33518

Witnesses:

U. S. HOME CORPORATION
FLORIDA CONDOMINIUM DIVISION

Patricia Jdeckera By: Frank P. Macagnone
Division President

Karen B. Alexander Attest: A. Noel Jones
Secretary

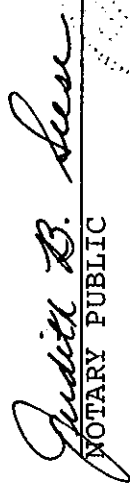
(Corporate Seal)

STATE OF FLORIDA
COUNTY OF PINELLAS

I HEREBY CERTIFY that on this day before me personally appeared FRANK P. MACAGNONE and NOEL JONES, 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 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, 1981.


NOTARY PUBLIC

My Commission Expires:

Notary Public, State of Florida at Large
My Commission Expires June 6, 1982
Bonded By American Fire & Casualty Company

INVERNESS CONDOMINIUM II, PHASE I

Beginning at the Northwest corner of Section 32, Township 28 South, Range 16 East, Pinellas County, Florida as a Point of Reference; thence N.00°00'04"W., 329.44 feet; thence S.89°59'56"W., 44.48 feet; thence N.45°00'04"W., 238.38 feet; thence S.89°59'56"W., 128.98 feet; thence N.00°00'04"W., 143.00 feet to the Point of Beginning; thence S.89°59'56"W., 187.99 feet to the East Right-of-Way line of Village Drive; thence along said line by the following three (3) courses:

1. N.00°00'04"W., 59.32 feet to a Point of Curve;
2. Along the Arc of a Curve to the Left, Radius 620.00 feet; Arc 258.42 feet; Chord N.11°56'30"W., 256.55 feet to a Point of Reverse Curve;
3. Along the Arc of a Curve to the Right, Radius 930.00 feet; Arc 12.56 feet; Chord N.23°29'44"W., 12.55 feet;

thence leaving said Right-of-Way line N.89°59'56"E., 338.94 feet; thence S.44°59'56"W., 102.33 feet; thence S.45°00'04"E., 24.00 feet; thence S.44°59'56"W., 58.00 feet; thence S.45°00'04"E., 172.17 feet; thence S.44°59'56"W., 50.18 feet to a Point of Curve; thence along the Arc of a Curve to the Right, Radius 117.00 feet; Arc 91.89 feet; Chord S.67°29'56"W., 89.55 feet to the Point of Beginning.

INVERNESS CONDOMINIUM II
24 FOOT EASEMENT FOR INGRESS-EGRESS

The developer reserves for itself, its successors, and assignees, a non-exclusive Ingress-Egress easement over and across the following described real property, said easement being a 24.00 foot easement for Ingress-Egress, being 12.00 feet continuous on each side of the following described centerline unless otherwise noted: Beginning at the Northwest corner of Section 32, Township 28 South, Range 16 East, Pinellas County, Florida as a Point of Reference; thence N.00°00'04"W., 329.44 feet; thence S.89°59'56"W., 44.48 feet; thence N.45°00'04"W., 238.38 feet; thence S.89°59'56"W., 128.98 feet; thence N.00°00'04"W., 143.00 feet; thence S.89°59'56"W., 187.99 feet to the Easterly Right-of-Way line of Village Drive; thence along said Easterly line N.00°00'04"W., 12.00 feet to the Point of Beginning; thence leaving said line N.89°59'56"E., 187.99 feet to a Point of Curve; thence along the Arc of a Curve to the Left, Radius 105.00 feet; Arc 82.47 feet; Chord S.67°29'56"W., 80.36 feet to a Point of Tangency; thence S.44°59'56"W., 50.18 feet to a Point of Termination, said Point also being the Point of Termination of a 24.00 foot easement for Ingress-Egress as described in Inverness Condominium I.

SUBJECT TO: Restrictions, conditions, limitations and easements of record and applicable zoning ordinances, laws and regulations, without reimposing any of the same.

U. S. HOME CORPORATION reserves and retains for itself, its employees, agents, invitees, successors, and assigns a non-exclusive easement for ingress and egress over and across all driveways, roadways, streets, sidewalks, walkways, etc.

AMENDED
EXHIBIT A

PAGE 1 of 7

INVERNESS CONDOMINIUM II, PHASE II

Beginning at the Northwest corner of Section 32, Township 28 South, Range 16 East, Pinellas County, Florida as a Point of Reference; thence N.00°00'04"W., 329.44 feet; thence S.89°59'56"W., 44.48 feet; thence N.45°00'04"W., 238.38 feet; thence S.89°59'56"W., 128.98 feet; thence N.00°00'04"W., 143.00 feet; thence S.89°59'56"W., 187.99 feet to the East Right-of-Way line of Village Drive; thence along said line by the following three (3) courses:

1. N.00°00'04"W., 59.32 feet to a Point of Curve;
2. Along the Arc of a Curve to the Left, Radius 620.00 feet; Arc 258.42 feet; Chord N.11°56'30"W., 256.55 feet to a Point of Reverse Curve;
3. Along the Arc of a Curve to the Right, Radius 930.00 feet; Arc 12.55 feet; Chord N.23°29'44"W., 12.55 feet to the Point of Beginning.

thence continue along the Arc of a Curve to the Right, Radius 930.00 feet; Arc 202.33 feet; Chord N.16°52'35"W., 201.93 feet to the South-easterly Right-of-Way line of Countryside Boulevard (120 foot Right-of-Way); thence along said Southeasterly line along the Arc of a Curve to the Left, Concave to the Northwest, Radius 1110.00 feet; Arc 306.18 feet; Chord N.67°32'46"E., 305.21 feet; thence leaving said Southeast line S.45°00'04"E., 19.97 feet; thence S.00°00'04"E., 24.00 feet; thence along the Arc of a non-tangent Curve to the Right, Radius 18.00 feet; Arc 14.14 feet; Chord S.67°30'04"E., 13.78 feet to a Point of Tangency; thence S.45°00'04"E., 238.00 feet to a Point of Curve; thence along the Arc of a Curve to the Right, Radius 13.00 feet; Arc 20.42 feet; Chord S.00°00'04"E., 18.38 feet to a Point of Tangency; thence S.44°59'56"W., 112.67 feet; thence S.89°59'56"W., 338.94 feet to the Point of Beginning.

INVERNESS CONDOMINIUM II
24 FOOT EASEMENT FOR INGRESS-EGRESS

The developer reserves for itself, its successors, and assignees, a non-exclusive Ingress-Egress easement over and across the following described real property, said easement being a 24.00 foot easement for Ingress-Egress, being 12.00 feet continuous on each side of the following described centerline unless otherwise noted: Beginning at the Northwest corner of Section 32, Township 28 South, Range 16 East, Pinellas County, Florida as a Point of Reference; thence N.00°00'04"W., 329.44 feet; thence S.89°59'56"W., 44.48 feet; thence N.45°00'04"W., 238.38 feet; thence S.89°59'56"W., 128.98 feet; thence N.00°00'04"W., 143.00 feet; thence S.89°59'56"W., 187.99 feet to the Easterly Right-of-Way line of Village Drive; thence along said Easterly line N.00°00'04"W., 12.00 feet to the Point of Beginning; thence leaving said line N.89°59'56"E., 187.99 feet to a Point of Curve; thence along the Arc of a Curve to the Left, Radius 105.00 feet; Arc 82.47 feet; Chord S.67°29'56"W., 80.36 feet to a Point of Tangency; thence S.44°59'56"W., 50.18 feet to a Point of Termination, said Point also being the Point of Termination of a 24.00 foot easement for Ingress-Egress as described in Inverness Condominium I.

SUBJECT TO: Restrictions, conditions, limitations and easements of record and applicable zoning ordinances, laws and regulations, without reimposing any of the same.

U. S. HOME CORPORATION reserves and retains for itself, its employees, agents, invitees, successors, and assigns a non-exclusive easement for ingress and egress over and across all driveways, roadways, streets, sidewalks, walkways, etc.

AMENDED
EXHIBIT A
PAGE 2 of 7

INVERNESS RECREATION AREA - PARCEL "A"

Beginning at the northwest corner of Section 32, Township 28 South, Range 16 East, Pinellas County, Florida as a point of reference; thence N.00°00'04"W., along the east line of Section 30, Township 28 South, Range 16 East, 1196.41 feet to the point of beginning. Thence N.45°00'04"W., leaving said line 278.26 feet to a point on a curve on the southeast right of way line of Countryside Boulevard (a 120 foot right of way); thence along said line by the following two courses:

1. Along the arc of a non-tangent curve to the left, concave to the northwest, radius 1110.00 feet, arc 15.99 feet, chord N.48°32'49"E., 15.99 feet to a point of tangency.
2. N.48°08'03"E., 248.11 feet to a point of intersection of said right of way line and the aforementioned ease section line.

Thence along said line S.00°00'04"E., 372.93 feet to the point of beginning.

AMENDED

EXHIBIT A TO DECLARATION
PAGE 3 of 7 PAGES

INVERNESS RECREATION AREA - PARCEL "B"

Beginning at the Northwest corner of Section 32, Township 28 South, Range 16 East, Pinellas County, Florida as a point of reference; thence N.00°00'04"W., along the east line of Section 30, Township 28 South, Range 16 East, 329.44 feet; thence leaving said line S.89°59'56"W., 44.48 feet; thence N.45°00'04"W., 238.38 feet to the point of beginning; thence S.89°59'56"W., 128.98 feet; thence N.00°00'04"W., 143.00 feet to a point on a curve; thence along the arc of a non-tangent curve to the left, concave to the Northwest, radius 117.00 feet, arc 91.89 feet, chord N.67°29'56"E., 89.55 feet to a point of tangency; thence N.44°59'56"E., 50.18 feet; thence S.45°00'04"E., 28.00 feet; thence S.02°40'47"W., 193.16 feet to the point of beginning.

AMENDED

EXHIBIT A TO DECLARATION

PAGE 4 of 7 PAGES

INVERNESS RECREATION AREA - PARCEL "C"

From the Northwest corner of Section 32, Township 28 South, Range 16 East as a point of reference; thence N.89°40'46"E., along the North line of said section, 33.00 feet; thence leaving said line S.00°00'29"E., 112.71 feet; thence S.89°59'49"W., 239.17 feet; thence S.00°00'29"E., 71.00 feet; thence S.89°59'31"W., 12.00 feet to the point of beginning; thence S.00°00'29"E., 195.00 feet; thence S.64°39'50"W., 37.15 feet to a point on a curve on the easterly right of way line of Village Drive (a 80 foot right of way); thence along said line by an arc of a curve to the left of concave to the southwest, radius 1140.00 feet, arc 183.28 feet, chord N.29°56'31"W., 183.08 feet to a point of reverse curve; thence along the arc of a curve to the right, radius 1060.00 feet, arc 62.19 feet, chord N.32°52'02"W., 62.18 feet; thence leaving said line N.89°59'31"E., 158.68 feet to the point of beginning.

AMENDED
EXHIBIT A TO DECLARATION
PAGE 5 of 7 PAGES

INVERNESS CONDOMINIUM II

Beginning at the Northwest corner of Section 32, Township 28 South, Range 16 East, Pinellas County, Florida as a Point of Reference; thence N.00°00'04"W., 329.44 feet; thence S.89°59'56"W., 44.48 feet; thence N.45°00'04"W., 238.38 feet; thence S.89°59'56"W., 128.98 feet; thence N.00°00'04"W., 143.00 feet to the Point of Beginning; thence S.89°59'56"W., 187.99 feet to the Easterly Right-of-Way line of Village Drive; thence along said Easterly line by the following three(3) courses:

1. N.00°00'04"W., 59.32 feet to a Point of Curve;
2. Along the Arc of a Curve to the Left, Radius 620.00 feet; Arc 258.42 feet; Chord N.11°56'30"W., 256.55 feet to a Point of Reverse Curve;
3. Along the Arc of a Curve to the Right, Radius 930.00 feet; Arc 214.88 feet; Chord N.17°15'47"W., 214.40 feet to the Southeasterly Right-of-Way line of Countryside Boulevard (120 foot Right-of-Way);

Thence along said Southeasterly line, along the Arc of a Curve to the Left, concave to the Northwest, Radius 1110.00 feet; Arc 306.18 feet; Chord N.67°32'46"E., 305.21 feet; thence leaving said Southeasterly line S.45°00'04"E., 19.97 feet; thence S.00°00'04"E., 24.00 feet; thence along the Arc of a non-tangent Curve to the Right, Radius 18.00 feet; Arc 14.14 feet; Chord S.67°30'04"E., 13.78 feet to a Point of Tangency; thence S.45°00'04"E., 238.00 feet to a Point of Curve; thence along the Arc of a Curve to the Right, Radius 13.00 feet; Arc 20.42 feet; Chord S.00°00'04"E., 18.38 feet to a Point of Tangency; thence S.44°59'56"W., 215.00 feet; thence S.45°00'04"E., 24.00 feet; thence S.44°59'56"W., 58.00 feet; thence S.45°00'04"E., 172.17 feet; thence S.44°59'56"W., 50.18 feet; thence along the Arc of a Curve to the Right, Radius 117.00 feet; Arc 91.89 feet; Chord S.67°29'56"W., 89.55 feet to the Point of Beginning.

SUBJECT TO: Restrictions, conditions, limitations and easements of record and applicable zoning ordinances, laws and regulations, without reimposing any of the same.

U. S. HOME CORPORATION reserves and retains for itself, its employees, agents, invitees, successors, and assigns a non-exclusive easement for ingress and egress over and across all driveways, roadways, streets, sidewalks, walkways, etc.

AMENDED
EXHIBIT A

PAGE 6 of 7

INVERNESS CONDOMINIUM II
24 FOOT EASEMENT FOR INGRESS-EGRESS

The developer reserves for itself, its successors, and assignees, a non-exclusive Ingress-Egress easement over and across the following described real property, said easement being a 24.00 foot easement for Ingress-Egress, being 12.00 feet continuous on each side of the following described centerline unless otherwise noted: Beginning at the Northwest corner of Section 32, Township 28 South, Range 16 East, Pinellas County, Florida as a Point of Reference; thence N.00°00'04"W., 329.44 feet; thence S.89°59'56"W., 44.48 feet; thence N.45°00'04"W., 238.38 feet; thence S.89°59'56"W., 128.98 feet; thence N.00°00'04"W., 143.00 feet; thence S.89°59'56"W., 187.99 feet to the Easterly Right-of-Way line of Village Drive; thence along said Easterly Right-of-Way 12.00 feet to the Point of Beginning; thence leaving said line N.89°59'56"E., 187.99 feet to a Point of Curve; thence along the Arc of a Curve to the Left, Radius 105.00 feet; Arc 82.47 feet; Chord S.67°29'56"W., 80.36 feet to a Point of Tangency; thence S.44°59'56"W., 50.18 feet to a Point of Termination, said Point also being the Point of Termination of a 24.00 foot easement for Ingress-Egress as described in Inverness Condominium I.

AMENDED
EXHIBIT A

PAGE 7 of 7

Handwritten: 5/1/81

CLERK CIRCUIT COURT

SEP 29 2 59 PM '81

O.R. 5253 PAGE 570

81155168

AMENDMENT TO THE DECLARATION OF CONDOMINIUM

OF

INVERNESS CONDOMINIUM II

41 (check) 10/3/81
40 Rev 28.00
43 Int Plat 75.00
Int 103.00

U. S. HOME CORPORATION, a Delaware corporation authorized to do business in the state of Florida, by these presents does

hereby amend the Declaration of Condominium of INVERNESS

CONDOMINIUM II, which was recorded in O. R. Book 5177, at Pages 60 thru 124 inclusive, in the Public Records of Pinellas County, Florida, by herewith submitting to condominium ownership Phase

II of said condominium, the legal description of which is shown on Exhibit A attached hereto and by reference made a part hereof. This amendment is made pursuant to Section 718.403(6) and 718.110(2) of The Condominium Act and is in accordance with the provisions of Article VI of said Declaration of Condominium. The resulting percentage of ownership in the common elements appurtenant to each unit is stated in Exhibit C to the original Declaration of Condominium, which is incorporated herein by reference.

Pursuant to Section 718.104(4)(e) of The Condominium Act, there is attached hereto as Exhibit B and made a part hereof the certificate of a professional land surveyor of the state of Florida, certifying that the improvements to Building(s)

2 of 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 of Condominium of INVERNESS CONDOMINIUM II

is made this 25th day of September, 1981.

R. TIMOTHY PETERS
GOZA, HALL, PETERS and SMITH, P.A.
BOX 6316, CLEARWATER, FL 33516

Witnesses:

U. S. HOME CORPORATION

Nancy A. Charlotte BY: Carol Z. Smile
Pam Lucas. Attest: [Signature]

(Corporate Seal)

STATE OF FLORIDA
COUNTY OF PINELLAS

I HEREBY CERTIFY that on this day before me personally appeared Daniel J. Smith and John J. Duchayewski Jr. as President and Vice President, 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 25th day of September 19 81.



Patricia Hettoid
NOTARY PUBLIC

My Commission Expires:

Notary Public, State Of Florida At Large
My Commission Expires April 20, 1985
Bonded By SAFECO Insurance Company of America

Beginning at the Northwest corner of Section 32, Township 28 South, Range 16 East, Pinellas County, Florida as a Point of Reference; thence N.00°00'04"W., 329.44 feet; thence S.89°59'56"W., 44.48 feet; thence N.45°00'04"W., 238.38 feet; thence S.89°59'56"W., 128.98 feet; thence N.00°00'04"W., 143.00 feet; thence S.89°59'56"W., 187.99 feet to the East Right-of-Way line of Village Drive; thence along said line by the following three (3) courses:

1. N.00°00'04"W., 59.32 feet to a Point of Curve;
2. Along the Arc of a Curve to the Left, Radius 620.00 feet; Arc 258.42 feet; Chord N.11°56'30"W., 256.55 feet to a Point of Reverse Curve;
3. Along the Arc of a Curve to the Right, Radius 930.00 feet; Arc 12.55 feet; Chord N.23°29'44"W., 12.55 feet to the Point of Beginning.

thence continue along the Arc of a Curve to the Right, Radius 930.00 feet; Arc 202.33 feet; Chord N.16°52'35"W., 201.93 feet to the South-easterly Right-of-Way line of Countryside Boulevard (120 foot Right-of-Way); thence along said Southeasterly line along the Arc of a Curve to the Left, Concave to the Northwest, Radius 1110.00 feet; Arc 306.18 feet; Chord N.67°32'46"E., 305.21 feet; thence leaving said Southeast line S.45°00'04"E., 19.97 feet; thence S.00°00'04"E., 24.00 feet; thence along the Arc of a non-tangent Curve to the Right, Radius 18.00 feet; Arc 14.14 feet; Chord S.67°30'04"E., 13.78 feet to a Point of Tangency; thence S.45°00'04"E., 238.00 feet to a Point of Curve; thence along the Arc of a Curve to the Right, Radius 13.00 feet; Arc 20.42 feet; Chord S.00°00'04"E., 18.38 feet to a Point of Tangency; thence S.44°59'56"W., 112.67 feet; thence S.89°59'56"W., 338.94 feet to the Point of Beginning.

INVERNESS CONDOMINIUM II
24 FOOT EASEMENT FOR INGRESS-EGRESS

The developer reserves for itself, its successors, and assignees, a non-exclusive Ingress-Egress easement over and across the following described real property, said easement being a 24.00 foot easement for Ingress-Egress, being 12.00 feet continuous on each side of the following described centerline unless otherwise noted: Beginning at the Northwest corner of Section 32, Township 28 South, Range 16 East, Pinellas County, Florida as a Point of Reference; thence N.00°00'04"W., 329.44 feet; thence S.89°59'56"W., 44.48 feet; thence N.45°00'04"W., 238.38 feet; thence S.89°59'56"W., 128.98 feet; thence N.00°00'04"W., 143.00 feet; thence S.89°59'56"W., 187.99 feet to the Easterly Right-of-Way line of Village Drive; thence along said Easterly line N.00°00'04"W., 12.00 feet to the Point of Beginning; thence leaving said line N.89°59'56"E., 187.99 feet to a Point of Curve; thence along the Arc of a Curve to the Left, Radius 105.00 feet; Arc 82.47 feet; Chord S.67°29'56"W., 80.36 feet to a Point of Tangency; thence S.44°59'56"W., 50.18 feet to a Point of Termination, said Point also being the Point of Termination of a 24.00 foot easement for Ingress-Egress as described in Inverness Condominium I.

SUBJECT TO: Restrictions, conditions, limitations and easements of record and applicable zoning ordinances, laws and regulations, without reimposing any of the same.

U. S. HOME CORPORATION reserves and retains for itself, its employees, agents, invitees, successors, and assigns a non-exclusive easement for ingress and egress over and across all driveways, roadways, streets, sidewalks, walkways, etc.

EXHIBIT A

INVERNESS CONDOMINIUM II

A CONDOMINIUM SECTION 30 TOWNSHIP 28 SOUTH RANGE 16 EAST PINELLAS COUNTY FLORIDA

INVERNESS CONDOMINIUM II

BEGINNING AT THE NORTHWEST CORNER OF SECTION 32, TOWNSHIP 28 SOUTH, RANGE 16 EAST, PINELLAS COUNTY, FLORIDA AS A POINT OF REFERENCE; THENCE N.00 00'04"W., 329.44 FEET; THENCE S.89 59'56"W., 44.48 FEET; THENCE N.45 00'04"W., 238.38 FEET; THENCE S.89 59'56"W., 128.98 FEET; THENCE N.00 00'04"W., 143.00 FEET TO THE POINT OF BEGINNING; THENCE S.89 59'56"W., 187.99 FEET TO THE EASTERLY RIGHT OF WAY LINE OF VILLAGE DRIVE; THENCE ALONG SAID EASTERLY LINE BY THE FOLLOWING THREE (3) COURSES:

1. N.00 00'04"W., 59.32 FEET TO A POINT OF CURVE;
2. ALONG THE ARC OF A CURVE TO THE LEFT, RADIUS 620.00 FEET, ARC 258.42 FEET, CHORD N.11 56'30"W., 256.55 FEET TO A POINT OF REVERSE CURVE;
3. ALONG THE ARC OF A CURVE TO THE RIGHT, RADIUS 930.00 FEET, ARC 214.88 FEET, CHORD N.17 15'47"W., 214.40 FEET TO THE SOUTHEASTERLY RIGHT OF WAY LINE OF COUNTRYSIDE BOULEVARD (120 FOOT RIGHT OF WAY);

THENCE ALONG SAID SOUTHEASTERLY LINE, ALONG THE ARC OF A CURVE TO THE LEFT, CONCAVE TO THE NORTHWEST, RADIUS 1110.00 FEET, ARC 306.18 FEET, CHORD N.67 32'46"E., 305.21 FEET; THENCE LEAVING SAID SOUTHEASTERLY LINE S.45 00'04"E., 19.97 FEET; THENCE S.00 00'04"E., 24.00 FEET; THENCE ALONG THE ARC OF A NON-TANGENT CURVE TO THE RIGHT, RADIUS 18.00 FEET, ARC 14.14 FEET, CHORD S.67 30'04"E., 13.78 FEET TO A POINT OF TANGENCY; THENCE S.45 00'04"E., 238.00 FEET TO A POINT OF CURVE; THENCE ALONG THE ARC OF A CURVE TO THE RIGHT, RADIUS 18.00 FEET, ARC 20.42 FEET, CHORD S.00 00'04"E., 18.36 FEET TO A POINT OF TANGENCY; THENCE S.44 59'56"W., 215.00 FEET; THENCE S.45 00'04"E., 24.00 FEET; THENCE S.44 59'56"W., 58.00 FEET; THENCE S.45 00'04"E., 172.17 FEET; THENCE S.44 59'56"W., 50.18 FEET; THENCE ALONG THE ARC OF A CURVE TO THE RIGHT, RADIUS 117.00 FEET, ARC 91.89 FEET, CHORD S.67 29'56"W., 89.55 FEET TO THE POINT OF BEGINNING.

INVERNESS CONDOMINIUM II, PHASE I

BEGINNING AT THE NORTHWEST CORNER OF SECTION 32, TOWNSHIP 28 SOUTH, RANGE 16 EAST, PINELLAS COUNTY, FLORIDA AS A POINT OF REFERENCE; THENCE N.00 00'04"W., 329.44 FEET; THENCE S.89 59'56"W., 44.48 FEET; THENCE N.45 00'04"W., 238.38 FEET; THENCE S.89 59'56"W., 128.98 FEET; THENCE N.00 00'04"W., 143.00 FEET TO THE POINT OF BEGINNING. THENCE S.89 59'56"W., 187.99 FEET TO THE EAST RIGHT OF WAY LINE OF VILLAGE DRIVE; THENCE ALONG SAID LINE BY THE FOLLOWING THREE (3) COURSES:

1. N.00 00'04"W., 59.32 FEET TO A POINT OF CURVE;
2. ALONG THE ARC OF A CURVE TO THE LEFT, RADIUS 620.00 FEET, ARC 258.42 FEET, CHORD N.11 56'30"W., 256.55 FEET TO A POINT OF REVERSE CURVE;
3. ALONG THE ARC OF A CURVE TO THE RIGHT, RADIUS 930.00 FEET, ARC 12.56 FEET, CHORD N.23 29'44"W., 12.55 FEET;

THENCE LEAVING SAID RIGHT OF WAY LINE N.89 59'56"E., 338.94 FEET; THENCE S.44 59'56"W., 102.33 FEET; THENCE S.45 00'04"E., 24.00 FEET; THENCE S.44 59'56"W., 58.00 FEET; THENCE S.45 00'04"E., 172.17 FEET; THENCE S.44 59'56"W., 50.18 FEET TO A POINT OF CURVE; THENCE ALONG THE ARC OF A CURVE TO THE RIGHT, RADIUS 117.00 FEET, ARC 91.89 FEET, CHORD S.67 29'56"W., 89.55 FEET TO THE POINT OF BEGINNING.

INVERNESS CONDOMINIUM II, PHASE II

BEGINNING AT THE NORTHWEST CORNER OF SECTION 32, TOWNSHIP 28 SOUTH, RANGE 16 EAST, PINELLAS COUNTY, FLORIDA AS A POINT OF REFERENCE; THENCE N.00 00'04"W., 329.44 FEET; THENCE S.89 59'56"W., 44.48 FEET; THENCE N.45 00'04"W., 238.38 FEET; THENCE S.89 59'56"W., 128.98 FEET; THENCE N.00 00'04"W., 143.00 FEET; THENCE S.89 59'56"W., 187.99 FEET TO THE EAST RIGHT OF WAY LINE OF VILLAGE DRIVE; THENCE ALONG SAID LINE BY THE FOLLOWING THREE (3) COURSES:

1. N.00 00'04"W., 59.32 FEET TO A POINT OF CURVE;
2. ALONG THE ARC OF A CURVE TO THE LEFT, RADIUS 620.00 FEET, ARC 258.42 FEET, CHORD N.11 56'30"W., 256.55 FEET TO A POINT OF REVERSE CURVE;
3. ALONG THE ARC OF A CURVE TO THE RIGHT, RADIUS 930.00 FEET, ARC 12.56 FEET, CHORD N.23 29'44"W., 12.55 FEET TO THE POINT OF BEGINNING.

THENCE CONTINUE ALONG THE ARC OF A CURVE TO THE RIGHT, RADIUS 930.00 FEET, ARC 202.85 FEET, CHORD N.16 52'05"W., 201.89 FEET TO THE SOUTHEASTERLY RIGHT OF WAY LINE OF COUNTRYSIDE BOULEVARD (120 FOOT RIGHT OF WAY); THENCE ALONG SAID SOUTHEASTERLY LINE ALONG THE ARC OF A CURVE TO THE LEFT, CONCAVE TO THE NORTHWEST, RADIUS 1110.00 FEET, ARC 306.18 FEET, CHORD N.67 32'46"E., 305.21 FEET; THENCE LEAVING SAID SOUTHEAST LINE S.45 00'04"E., 19.97 FEET; THENCE S.00 00'04"E., 24.00 FEET; THENCE ALONG THE ARC OF A NON-TANGENT CURVE TO THE RIGHT, RADIUS 18.00 FEET, ARC 14.14 FEET, CHORD S.67 30'04"E., 13.78 FEET TO A POINT OF TANGENCY; THENCE S.45 00'04"E., 238.00 FEET TO A POINT OF CURVE; THENCE ALONG THE ARC OF A CURVE TO THE RIGHT, RADIUS 18.00 FEET, ARC 20.42 FEET, CHORD S.00 00'04"E., 18.36 FEET TO A POINT OF TANGENCY; THENCE S.44 59'56"W., 112.67 FEET; THENCE S.89 59'56"W., 338.94 FEET TO THE POINT OF BEGINNING.

INVERNESS CONDOMINIUM II, 24 FOOT EASEMENT FOR INGRESS-EGRESS

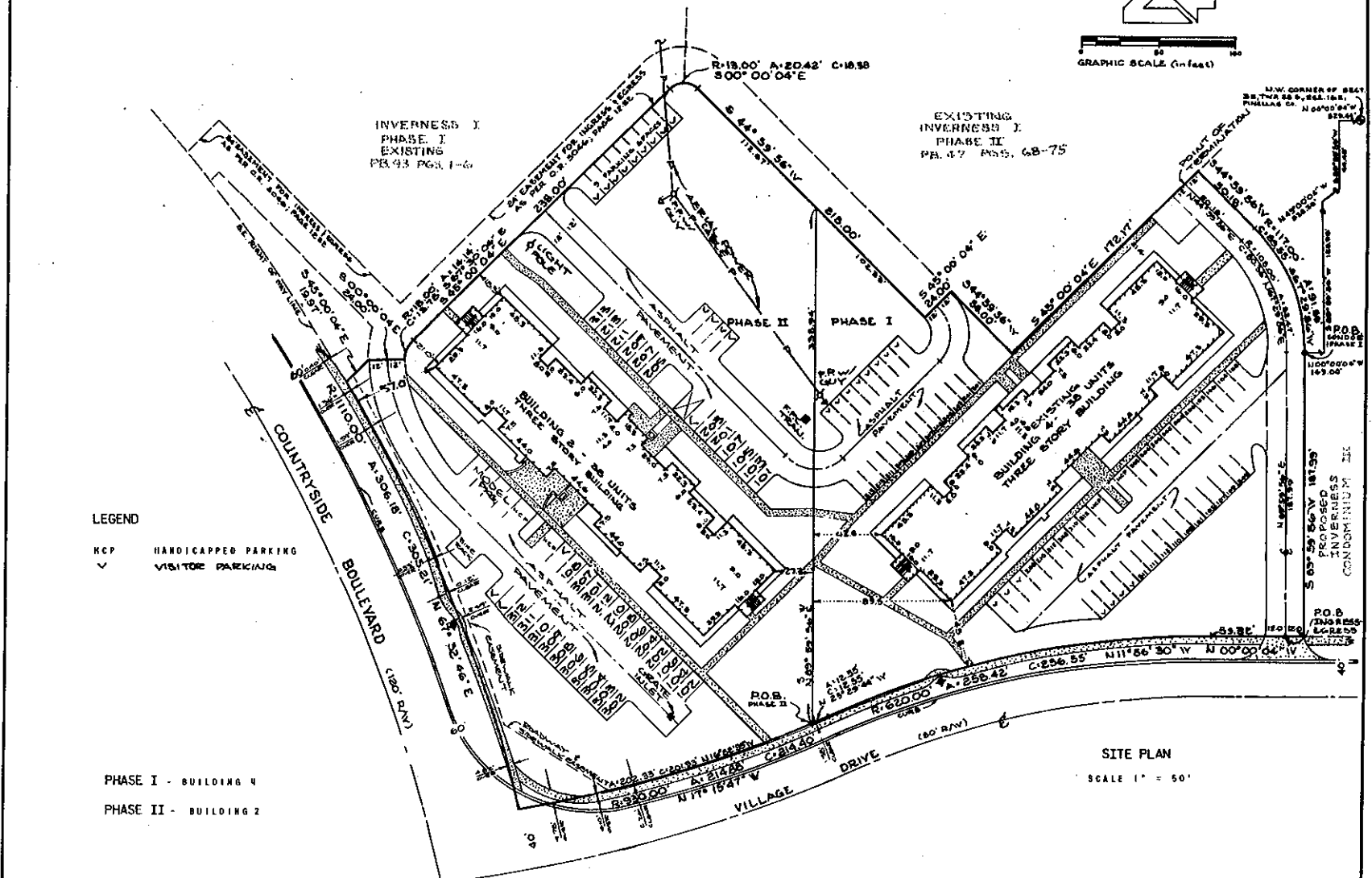
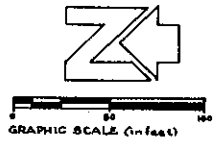
THE DEVELOPER RESERVES FOR ITSELF, ITS SUCCESSORS, AND ASSIGNEES, A NON-EXCLUSIVE INGRESS-EGRESS EASEMENT OVER AND ACROSS THE FOLLOWING DESCRIBED REAL PROPERTY, SAID EASEMENT BEING A 24.00 FOOT EASEMENT FOR INGRESS-EGRESS, BEING 12.00 FEET CONTINUOUS ON EACH SIDE OF THE FOLLOWING DESCRIBED CENTERLINE UNLESS OTHERWISE NOTED: BEGINNING AT THE NORTHWEST CORNER OF SECTION 32, TOWNSHIP 28 SOUTH, RANGE 16 EAST, PINELLAS COUNTY, FLORIDA AS A POINT OF REFERENCE; THENCE N.00 00'04"W., 329.44 FEET; THENCE S.89 59'56"W., 44.48 FEET; THENCE N.45 00'04"W., 238.38 FEET; THENCE S.89 59'56"W., 128.98 FEET; THENCE N.00 00'04"W., 143.00 FEET; THENCE S.89 59'56"W., 187.99 FEET TO THE EASTERLY RIGHT OF WAY LINE OF VILLAGE DRIVE; THENCE ALONG SAID EASTERLY LINE N.00 00'04"W., 12.00 FEET TO THE POINT OF BEGINNING; THENCE LEAVING SAID LINE N.89 59'56"E., 187.99 FEET TO A POINT OF CURVE; THENCE ALONG THE ARC OF A CURVE TO THE LEFT, RADIUS 105.00 FEET, ARC 82.47 FEET, CHORD N.67 29'56"E., 80.36 FEET TO A POINT OF TANGENCY; THENCE S.44 59'56"W., 50.18 FEET TO A POINT OF TERMINATION, SAID POINT ALSO BEING THE POINT OF TERMINATION OF A 24.00 FOOT EASEMENT FOR INGRESS-EGRESS AS DESCRIBED IN INVERNESS CONDOMINIUM I.

OFFICE OF
GEORGE F. YOUNG, INC.
 CIVIL ENGINEERS AND LAND SURVEYORS
 819 ARLINGTON AVENUE NORTH
 ST. PETERSBURG, FLORIDA

D.R. 5253 PAGE 574

INVERNESS CONDOMINIUM II

A CONDOMINIUM SECTION 30 TOWNSHIP 28 SOUTH RANGE 16 EAST PINELLAS COUNTY FLORIDA



LEGEND
HCP HANDICAPPED PARKING
V VISITOR PARKING

PHASE I - BUILDING 4
PHASE II - BUILDING 2

SITE PLAN
SCALE 1" = 50'

CERTIFICATE
I, EARL W. RAMER, THE UNDERSIGNED REGISTERED LAND SURVEYOR, AUTHORIZED TO PRACTICE IN THE STATE OF FLORIDA, DO HEREBY CERTIFY THAT THE PROPERTY DESCRIBED HEREIN ON SHEET 1 OF 6, UNDER THE HEADING INVERNESS CONDOMINIUM II, PHASE II, WAS SURVEYED AND STAKED AND THAT THE DIMENSIONS AND ANGLES ARE CORRECT. I FURTHER HEREBY CERTIFY THAT THE CONSTRUCTION OF THE IMPROVEMENTS TO PHASE II DESCRIBED IN THIS CONDOMINIUM PLAT OF INVERNESS CONDOMINIUM II, CONSISTING OF SHEETS 1 THROUGH 6 ARE SUBSTANTIALLY COMPLETE SO THAT THIS MATERIAL, TOGETHER WITH THE PROVISIONS OF THE DECLARATION RELATING TO MATTERS OF SURVEY 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 AND OF EACH UNIT CAN BE DETERMINED FROM THESE MATERIALS.

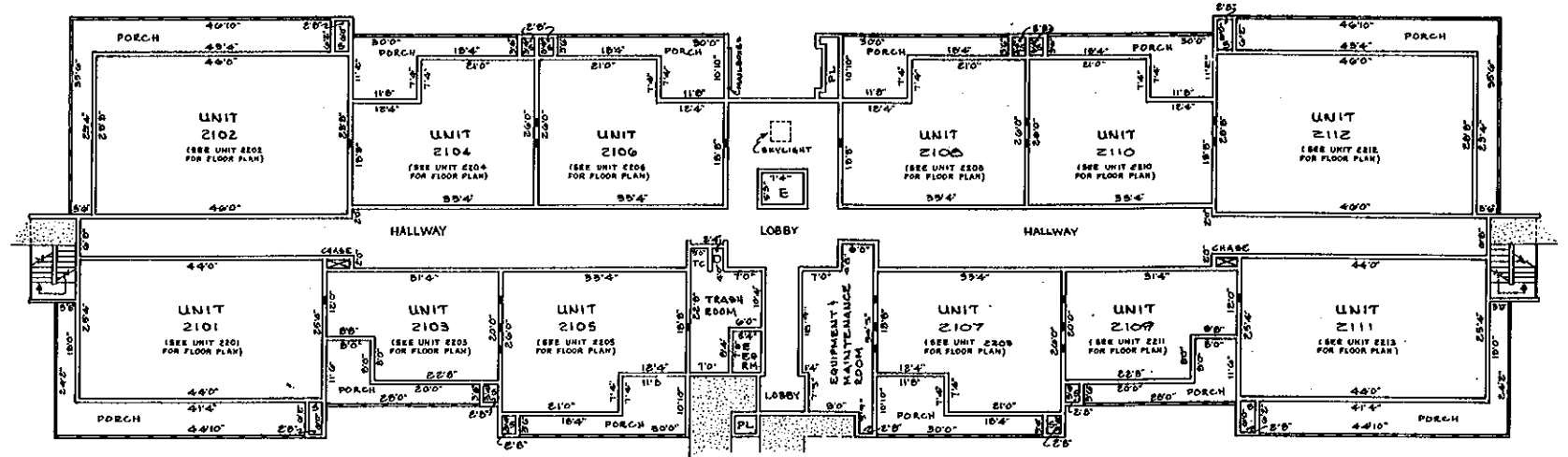
DATE: 23 SEPT. 1981
DRAWN BY: [Signature]
CHECKED BY: E.F.

GEORGE F. YOUNG, INC.
[Signature]
FLORIDA SURVEYOR'S REG. NO. 3612
DATE: 23 SEPT 1981

OFFICE OF
GEORGE F. YOUNG, INC.
CIVIL ENGINEERS AND LAND SURVEYORS
819 ARLINGTON AVENUE NORTH
ST. PETERSBURG, FLORIDA

INVERNESS CONDOMINIUM II

A CONDOMINIUM SECTION 30 TOWNSHIP 28 SOUTH RANGE 16 EAST PINELLAS COUNTY FLORIDA



BUILDING 2
1ST FLOOR BUILDING PLAN
SCALE 1" = 16'

NOTES:

1. THE BOUNDARIES OF THE UNITS ARE THE INNER UNFINISHED SURFACES OF THE PERIMETER WALLS, FLOORS AND CEILING.
2. ALL DIMENSIONS SHOWN REFER TO INSIDE DIMENSIONS OF EACH UNIT EXCEPT AS SHOWN AND ARE SUBJECT TO SLIGHT VARIANCES WHICH MAY HAVE OCCURRED DURING CONSTRUCTION.
3. ALL ELEVATIONS REFER TO THE NATIONAL GEODETIC VERTICAL DATUM OF 1929. MEAN SEA LEVEL = 0.00 FEET.

LEGEND

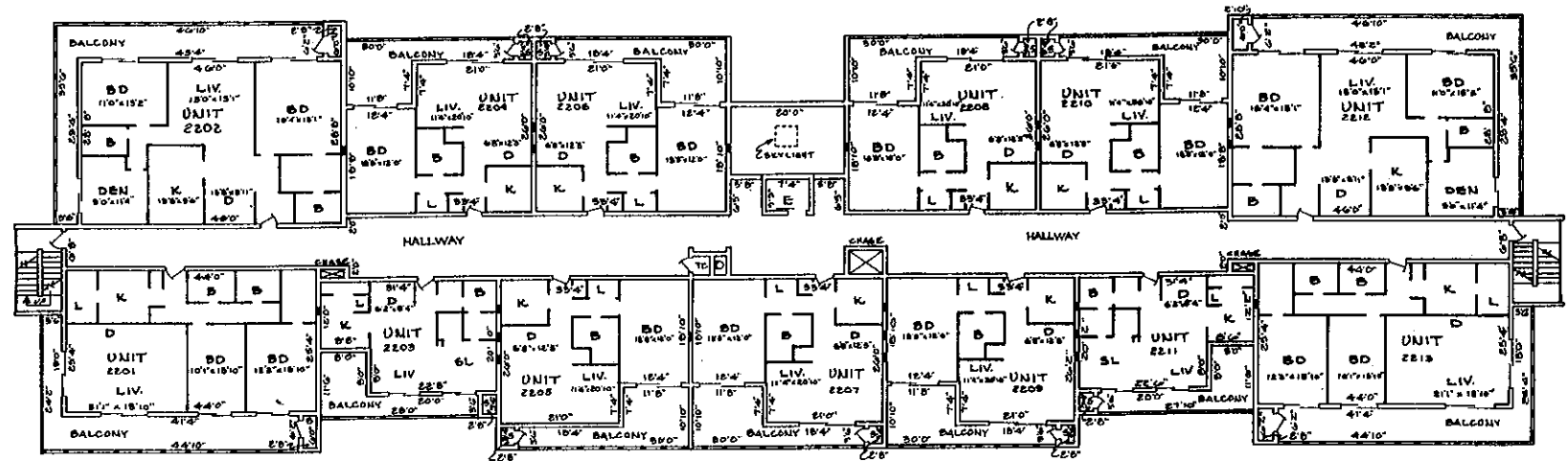
- E ELEVATOR
- E. EQ. RM ELEVATOR EQUIPMENT ROOM
- PL PLANTER
- S STORAGE
- TC TRASH CHUTE
- 4" WALL
- == 8" WALL
- === 6" WALL (HEIGHT: 2'-4")

ELEVATIONS				
BLDG.	FLR.	UNIT #	FIN. FLR.	CEILING
2	1	2101-2112	95.62	103.55
2	2	2201-2212	105.26	113.23
2	3	2301-2312	115.00	123.05 TO 126.03
2	3 (Loft)	2303-2311	123.76	131.67 TO 136.56

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INVERNESS CONDOMINIUM II

A CONDOMINIUM SECTION 30 TOWNSHIP 28 SOUTH RANGE 16 EAST PINELLAS COUNTY FLORIDA



BUILDING 2
2ND FLOOR BUILDING PLAN
SCALE 1" = 16'

NOTES:

1. THE BOUNDARIES OF THE UNITS ARE THE INNER UNFINISHED SURFACES OF THE PERIMETER WALLS, FLOORS AND CEILINGS.
2. ALL DIMENSIONS SHOWN REFER TO INSIDE DIMENSIONS OF EACH UNIT EXCEPT AS SHOWN AND ARE SUBJECT TO SLIGHT VARIANCES WHICH MAY HAVE OCCURRED DURING CONSTRUCTION.
3. TYPICAL UNIT ROOM DIMENSIONS ARE TO THE FINISHED WALL SURFACES AND ARE SUBJECT TO SLIGHT VARIANCES WHICH MAY HAVE OCCURRED DURING CONSTRUCTION.

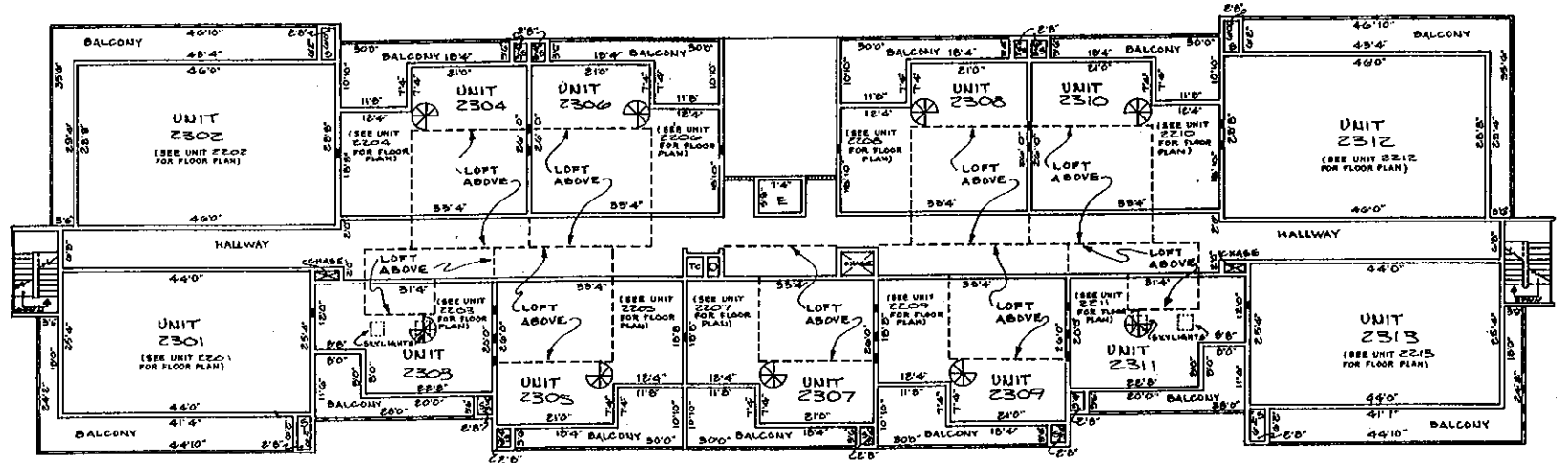
LEGEND

- E ELEVATOR
- S STORAGE
- TC TRASH CHUTE
- 4" WALL
- == 6" WALL
- ==== 6" WALL (HEIGHT: 2'-4")
- 6" WALL (HEIGHT: 2'-0")
- B BATHROOM
- BD BEDROOM
- D DINING AREA
- K KITCHEN
- L LAUNDRY
- LIV LIVING ROOM
- SL SLEEPING ALCOVE
- ⇌ SLIDING DOORS

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INVERNESS CONDOMINIUM II

A CONDOMINIUM SECTION 30 TOWNSHIP 28 SOUTH RANGE 16 EAST PINELLAS COUNTY FLORIDA








BUILDING Z
3RD FLOOR BUILDING PLAN
SCALE 1" = 16'

NOTES:

1. THE BOUNDARIES OF THE UNITS ARE THE INNER UNFINISHED SURFACES OF THE PERIMETER WALLS, FLOORS, AND CEILINGS.
2. ALL DIMENSIONS SHOWN REFER TO INSIDE DIMENSIONS OF EACH UNIT EXCEPT AS SHOWN AND ARE SUBJECT TO SLIGHT VARIANCES WHICH MAY HAVE OCCURRED DURING CONSTRUCTION.

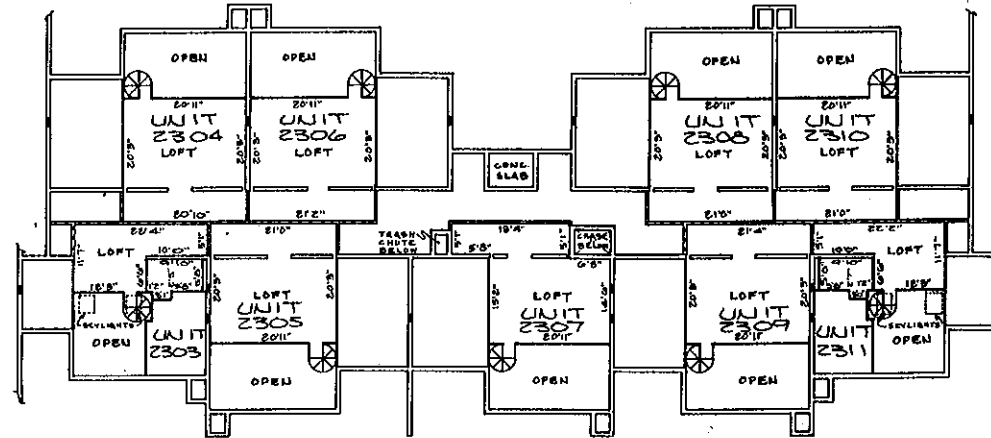
LEGEND

- E ELEVATOR
- S STORAGE
- TC TRASH CHUTE
-  SPIRAL STAIRCASE
-  4" WALL
-  8" WALL
-  6" WALL (HEIGHT 2' - 4")
-  8" WALL (HEIGHT 2' - 0")

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INVERNESS CONDOMINIUM II

A CONDOMINIUM SECTION 30 TOWNSHIP 28 SOUTH RANGE 16 EAST PINELLAS COUNTY FLORIDA



BUILDING 2
TYPICAL 3RD FLOOR LOFT PLAN
SCALE 1" = 16'

NOTES:

1. THE BOUNDARIES OF THE UNITS ARE THE INNER UNFINISHED SURFACES OF THE PERIMETER WALLS, FLOORS, AND CEILING.
2. ALL DIMENSIONS SHOWN REFER TO INSIDE DIMENSIONS OF EACH UNIT EXCEPT AS SHOWN AND ARE SUBJECT TO SLIGHT VARIANCES WHICH MAY HAVE OCCURRED DURING CONSTRUCTION.

LEGEND

- SPIRAL STAIRCASE
- 4" WALL
- 6" WALL
- 8" WALL

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