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CERTIFICATE OF AMENDMENT

TO

DECLARATION OF CONDOMINIUM

OF

NEW HAVEN CONDOMINIUM

NOTICE IS HEREBY GIVEN that at a duly called annual meeting of the members on January 12, 1989 majority vota of the homeowners who cast their vote after the unanimous adoption of a Resolution proposing said emendments by the Board of Directors, the Declaration of Condominium for NEW HAVEN CONDOMINIUM was originally recorded in O.R. Book 4581, page 1707, et seq, in the Public Records of Pinelles County, Florida, be and the same is amended as follows:

The Daolaration of Condominium of NEW HAVEN CONDOMINIUM 18 hereby amended in eccordance with Exhibit A attached hereto and entitled "Schedule of Amendments to The Declaration of Condominium".

IN WITHESE WHEREOF, NEW HAVEN CONDOMINIUM ASSOCIATION, INC. has caused this Certificate of Amendment to be executed in accordance with the authority hereinabova expressed this 24th day of February , 1989, 14961837 CEN 02-44-89

NEW HAVEN CONDO

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ASSOCIATION,

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\$10.50 \$10.50

ATTEST:

(CORPORATE SEAL

STATE OF PLORIDA COUNTY OF PINELLAS

BEFORE ME, a Notary Public in and for the State and County

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Page 2 of 2

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SCHEDULE OF AMENDMENTS

TO

DECLARATION OF CONDOMINIUM

OF

NEW HAVEN CONDOMINIUM

Article VI, Section 1 shall be amended as follows:

Article VI, Section 1. Residential Use.

Each unit may only be used as a residence by a maximum number of three-(2) two (2) persons in one bedroom units and four (4) persons in two bedroom units. The units may not be used for any commercial purpose.

Article VI, Section 4 shall be amended as follows:

Article VI, Section 4. Leasing.

Units may not be leased (which includes any occupancy in the absence of the unit owner) without the approval of the Association. No unit may be leased for a period of less than three (3) months. No unit may be leased or rented more than one (1) time during any twelve (12) month period. Any proposed lease shall be submitted to the board of directors of the Association, or its agent, and the board of directors shall adopt reasonable rules regarding the review and approval or disapproval of proposed leases. The board of directors of the Association may adopt reasonable rules regarding the use of units and the common elements by lessess of units that are more restrictive than the rules that govern the use by the unit owners. If the lesses violates any of these rules or any other rule of the Association, in addition to any other rights that it may have, the Association has the right to evict the lesses from the unit.

Approval of a lesse shall not release the unit owner from any obligation under this Declaration, and either the lessee or the unit owner, but not both, shall have the right to use the Condominium Property to the exclusion of the other party.

The following is added to Article VI as Section 8:

8. The condominium association shall have the authority to require, as a condition to permitting the renting or lessing of a unit, the deposit into an escrew account maintained by the condominium association, a security deposit in an association.

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CERTIFICATE OF AMENDMENT

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NEW HAVEN CONDOMINIUM DVC ASSOCIATION, INC. IU v

1010. 16. O MAN NOTICE IS HEREBY GIVEN that at a duly called annual masting of the members on __January 12, 1989 by a majority vote of the homeowners who cast their vote after the unanimous adoption of a Resolution proposing said amendments by the Board of Directors, the Sy-Laws of the Condominium Association for NEW HAVEN CONDOMINIUM WAS originally recorded in O.R. Book 4581, page 1707, et seq, in the Public Records of Pinellas County, Florida, be and the same is amended as follows:

> The By-Laws of NEW HAVEN CONDOMINIUM ASSOCIATION, INC. 16 hereby amended in accordance with Exhibit Aletteched hereto? and entitled "Schedule of Amendments to By-Lavia"

IN WITNESS WHEREOF, NEW HAVEN CONDOMINIUM ASSOCIATION, INC. has caused this Certificate of Amendment to be executed and rendered in accordance with the authority hereinabove expressed this mass. 24th day of February , 1989.

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NEW HAVEN CONDOMINIUM ASSOCIATION, INC.

ATTEST:

(CORPORATE SEAL!)

STATE OF FLORIDA COUNTY OF PINELLAS

a Notery Public in and for the State and County aforesaid, duly authorized to take acknowledgments, personally appeared JOHN ROONEY and ARCHIE REID and ARCHIE REID HAVEN CONDOMINIUM respectively, of NEW

Page 1 of 2

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Page 2 of 2

SCHEDULE OF AMENDMENTS

TO

BY-LAWS

OF

NEW HAVEN CONDOMINIUM ASSOCIATION, INC.

Article III, Section 5 shall to amended as follows:

Article III, Section 5. Term of Directors.

The-term-of-each-Birester's-cervice-chall-extend-until the-next-cannual-meeting-of-the-membare-eacd-thercoffer-until his-cuccaser-is-duly-elected-and-qualifiedy-or-until-he-is removed-in-the-manner-elecwhere-providedy

The term of each Director's service shall be as follows:

For the year 1989, two (2) Directors shell be elected for a term of one year, two (2) Directors shall be elected for a term of two years and one (1) Director whall be elected for a term of three years. Following the year 1989, and for all successive years thereafter, the term of all Directors elected shall be for a period of three years.

Page 1 of 2

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NEW HAVEN COMDONINIUM

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NOTICE IS HEREBY GIVEN that at a duly called meeting of _, 1989, by a vote as required the members on May 1, 1989 in the respective Declaration of Condominium, and after the unanimous adoption of a Repolution proposing said amendments by the Board of Directors, the Daclaration of Condominium for NEW HAVEN CONDOMINIUM as originally recorded in O.R. Book 4581, page 1707, at seq, in the Public Records of Pinellas County, Florida, be and the same is amended as follows:

The Declaration of Condominium of MEW HAVEN COMPONINIUM is hereby amended in eccordance with Exhibit A attached hereto and entitled 'Schedule of Amendments to The Declaration of Condominium".

IN WITHESE WHEREOF, NEW HAVEN CONDONINIUM ASSOCIATION, INC. has caused this Certificate of Amendment to be executed in accordance with the authority hareinabove expressed this lit day of May _, 1989.

> NEW HAVEN CONDOMINIUM ASSOCIATION, INC.

PINSELAS CUINTEL

85 MAY -3 PIT 4: 52

ATTEST:

CORPORATE SE

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 JOHN SMONEY and APPLIE DED

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P/C

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SCHEDULE OF AMENDMENT
TO
DECLARATION OF CONDOMINIUM
OF
HEW HAVEN CONDOMINIUM

The following is added to Article VI as Section 9:

9. Age Restriction. It is the intention of the Association to qualify for the exemption to the Fair Housing Amendments Act of 1988 by providing housing for colder persons as defined in Section 807 of the Fair Housing Amendments Act of 1988. Not less than EKRMTY (80%) parcent of all units shall have at least one (1) permanent occupant who is of age fifty-five (55) years or older, AND ALL PERMANENT OCCUPANTS MUST BE AT LEAST EIGHTEEN (18) YEARS OF AGE. The remaining twenty (20%) percent of the units shall be occupied by any persone IN ACCORDANCE WITH SECTION 807 OF THE FAIR MOUSING AMENDMENTS ACT OF 1988 and such Rules, Regulations and procedures as promulgated by the Board of Directors as described in the following paragraphs. The term "permanent occupants" shall include all persons occupying the unit except temporary quants.

The Board of Directors shall promulgate, from time to time, such rules, regulations and procedures as are necessary to insure continuing compliance with this restriction and consistent with an intent to comply with Section 807 of the Fair Housing Amendments Act of 1988.

This restriction shall not apply to any person residing in a unit at the time this restriction was approved by the members of the Association.

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The following is added to Article XVI Section B Paragraph 2:

Established Alterations to units of the same name and floor plan ie. Ambassador, Camelot, Drury, Bellaire and Jennifer is allowed with Board approval. This includes alterations to the Common and Limited Common elements adjacent to the unit.

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Page 2 of 2

PINELLAS COUNTY FLA. OFF.REC.BK 10887 PG 2029

NOTICE IS HEREBY GIVEN that at a duly called meeting of the members in: January 1992, by a vote as required in the respective Declaration of Condominium and after the unanimous adoption of a Resolution proposing said amendments by the Board of Directors, the Declaration of Condominium for NEW HAVEN CONDOMINIUM as originally recorded in O.R. Book 4581, Page 1739, et. seq, in the Public Records of Pinellas County, Florida, be and the same is amended as follows:

The Declaration of Condominium of NEW HAVEN CONDOMINIUM is hereby amended in accordance with Exhibit A attached hereto and entitled "Schedule of Amendments to the Declaration of Condominium".

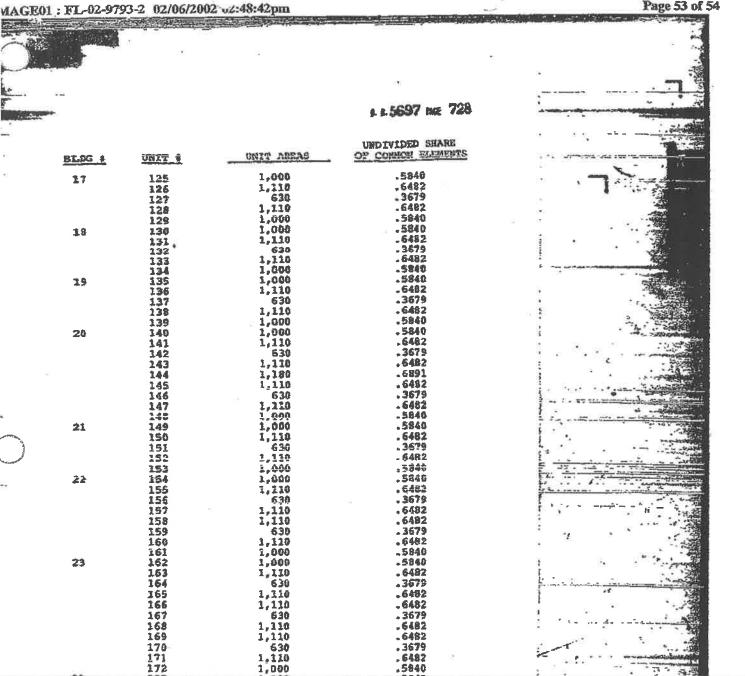
IN WITNESS WHEREOF, NEW HAVEN CONDOMINIUM ASSOCIATION, INC. has caused this Certificate of Amendment to be executed in accordance with the authority herein above expressed this 1st day of February 1992

NEW HAVEN CONDOMINIUM ASSOCIATION, INC.

Ditte Many

STATE OF FLORIDA County of Pinellas

BEFORE ME, a Notary Public in and for the Sate and County aforesaid, duly authorized to take acknowledgments, personally appeared Setty Mines of NEW HAVEN CONDOMINIUM ASSOCIATION, INC! to me well known, and they acknowledged before me thatshe executed, sealed and delivered the foregoing Certificate of Amendment for the uses and purposes therein



Page 53 of 54

Page 52 of 54 IMAGE01: FL-02-9793-2 02/06/20 2:48:42pm 4 4 5697 MI 727 UNDIVIDED SHARE UNIT AREAS OF COMMON ELEMENTS BLDG UNIT # . 5840 1,000 7 \$60166666666777237756789 1,110 630 .6482 .3679 1,110 .6482 1,000 .5840 . 5840 1,000 \$.6482 .3679 1,110 . 6482 .110 ,110 -6482 630 1,110 . 5482 1,000 .5840 .5840 1,000 9 1,110 .6482 630 . 3679 1,110 .6482 . 6891 1,180 1,110 -6482 630 .3679 6482 1,110 5840 60 1,000 .5840 .6462 .3679 10 81 1,000 82 83 84 1,110 630 .6482 ,110 95 - 6482 - 2579 1,110 530 . 6482 67 1,116 .5840 98 1,000 . 5840 1,000 11 89 .6482 90 91 92 . 3679 630 ,110 . 5483 -5840 1,000 93 1,000 . 5840 94 95 12 -6482 1,110 630 1,110 .3679 96 97 98 99 100 101 102 -6482 1,000 .5840 . 5840 13 1,110 . 3679 1.110 . 5482 103 1,110 104 630 . 3679 1,110 .6482 105 1,000 .5840 106

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MENT TO DECLARATION OF CONDOMINIUM OF

Minder 14, 1983, at a special membership meeting, after notice having been duly given to the members in accordance with the provisions of Chapters 718 and 617, Florida Statutes, the membership of New Haven Condominium Association, Inc., was asked to approve a complete revision of the Declaration of Condominium of New Haven Condominium, which was recorded in O. R. Book 4581, commencing at page 1707, of the public records of Pinellas County, The complete revision, including amended and restated Articles of Incorporation and Bylaws for the Association, was adopted by the affirmative vote of more than two-thirds of the membership, in accordance with Article XXIII, paragraph C, of the former Declaration of Condominium. The amended and revised Declaration, including the amended and revised Articles of Incorporation and Bylaws of the Association, which was adopted by the membership is attached. By this complete revision, however, the members do not revoke any provision in the original Declaration that was required by law to create the condominium. 217 36 GF

EXECUTED this 12 day of December

NEW HAVEN CONDOMINIUM ASSOCIATION, INC.

ATTEST:

SS

STATE OF FLORIDA

COUNTY OF PINELLAS

The foregoing instrument was acknowledged before me this

AMENDED AND RESTATED

DECLARATION OF CONDOMINIUM OWNERSHIP

OF

NEW HAVEN CONDOMINIUM

THE Declaration of Condominium of NEW HAVEN CONDOMINIUM, recorded in O.R. Book 4581, commencing on Page 1707, of the Public Records of Pinellas County, Florida, and any amendments to the Declaration recorded prior to the date that this Amended and Restated Declaration of Condominium is recorded are hereby amended in their entirety as follows:

Article I

CREATION OF CONDOMINIUM

By prior act, FIRST FLORIDA INTERNATIONAL, INC., and ANNBROOK, INC., submitted the property ("Condominium Property") described in Exhibit A to the condominium form of ownership. The name of the Condominium is NEW HAVEN CONDOMINIUM. The Condominium has 177 units. The identification, location and dimensions of the units are shown in Exhibits B1 - B32. The boundaries of the units are as follows:

Upper Boundaries. The horizontal plane of the lower surface of the undecorated finished ceiling.

Lower Boundaries. The horizontal plane of the upper surface of the finished floor (but not any floor tile or rugs).

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

Exterior Building Walls: The intersecting vertical planes adjacent to, and which include the undecorated

be the intersecting vertical planes adjacent to and which

<u>Interior Building Walls</u>: The vertical planes of the center lines of walls bounding a unit extending to the intersections with other perimetrical boundaries;

include all of such structures and fixtures thereon;

Special Circumstances: When the walls between units are of varying thickness, or abut a column or shaft, the plane of the center line of a bounding wall shall be extended to an intersection with a connecting bounding plane without regard to the plane of the center line of an intervening column or shaft. When walls of differing thickness abut with a flush side so that their center lines do not intersect, the plane of the center line of the thinner wall shall be extended into the thicker wall for a distance which is one-half the thickness of the thinner wall and the boundary shall thence run at a right angle to the plane of the center line of the thicker wall.

Limitations: The unit owner shall be deemed to own neither the decorated and finished surfaces of the exterior perimeter building walls, or the undecorated and/or unfinished surfaces of the perimeter ceilings above or the perimeter floor below his unit, nor the pipes, wires, conduits, air passageways and ducts or other public utility lines running through or adjacent to his unit to the extent, if any, that they are utilized for or serve more than one unit or the common elements, which shall only to such extent be deemed a part of the common elements; provided that the unit owner shall be deemed to own the walls and partitions which are contained within the unit and the inner decorated

units in the Condominium are the members of the Association, and for each unit owned by a member, he or she shall be entitled to one vote. If a unit is owned by more than one person, the owners must select one of them to be the voting member, and notify the Association about the selection. Members may vote by proxy. The Articles of Incorporation of the Association are attached hereto as Exhibit C, and the Bylaws of the Association are attached hereto as Exhibit D.

Article III

COMMON ELEMENTS

The portions of the Condominium Property outside the boundaries of the units are the common elements, and they are owned by the unit owners in the undivided shares set forth in Exhibit E.

The porches and patios abutting ground floor units are limited common elements, reserved for the exclusive use of the cwner of the unit to which the porch or patio is appurtenant. These porches and patios shall be maintained by the owners of the units to which they are appurtenant as if they were included within the boundaries of the unit. Notwithstanding any other provisions in this Declaration, unit owners may enclose their back porches or patios with screens and/or windows, after they have submitted plans and obtained the approval of the board of directors of the Association to do so, which shall not be unreasonably withheld. With the prior approval of the board of directors of the Association, if a side patio also abuts a unit, the side patio may be enclosed with screens, or windows, or only screens if the back patio is enclosed with windows.

A unit owner may place a concrete pad for air conditioning equipment for his unit on the common elements at a location to be

One parking space has been or will be assigned by the Association for the exclusive use of the owners of each unit. With the permission of the unit owners to whom a space has been assigned, it may be reassigned by the Association. Unit owners may cover their assigned parking spaces, but only in accordance with plans approved by the board of directors of the Association. The Association shall maintain all parking spaces, except the maintenance of covers over parking spaces shall be the responsibility of the unit owners to whom the spaces have been assigned.

Article IV

COMMON EXPENSES

Common Expenses means all expenses properly incurred by the Association for the Condominium as shall be required or permitted by the Condominium Act, including without limitation:

- 1. General. The cost of operation, maintenance, repair and replacement of the common elements, including, but not limited to the Association's prorata share of these costs for the lift station and antenna system.
- 2. <u>Insurance</u>: Fire, liability, flood and other insurance and costs related thereto.
- 3. Administrative. Administrative costs of the Association, including without limitation, postage, telephone, clerical, legal, accounting, and related fees and expenses.
- 4. <u>Certain Utilities</u>. Cost of utility services which are not metered to the individual units (but not hook-up or turn-on charges or the like).
- 5. Recreation Area and Center. The Association's prorata share of the cost of maintaining the Recreation Area and Center.

individual units which shall be the sole responsibility of the unit owner. In the event that any taxing authority having jurisdiction over the Condominium Property shall levy or assess any tax or special assessment against the Condominium Property as a whole, as opposed to levying and assessing such tax or special assessment against each unit, as now provided for by law, then such tax or special assessment so levied shall be paid as a common expense by the Association.

Article V

ASSESSMENTS

The Association has the power to assess the members to pay the common expenses, which include the cost of operating the Association and maintaining the Condominium Property. These assessments for common expenses, and the common surplus, if any, shall be divided among the unit owners in the same percentages as unit owners own the common elements.

Unit owners are liable for the assessments charged against their units by the Association. Any assessment not paid within fifteen (15) days from the date when it is due is past due, and a late charge of \$25.00 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 18% 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.

To secure the collection of past due assessments, including late charges, interest, and the reasonable attorney's fee in-

Article VI

RULES GOVERNING THE USE OF THE CONDOMINIUM PROPERTY

The use of the Condominium Property may be governed by reasonable rules and regulations, and the rules may be enforced in any manner provided by law after reasonable notice to the unit owner and the parties in violation, including the imposition of fines as set forth in the Bylaws. If an action is filed by the Association to seek enforcement of a rule, the prevailing party shall be entitled to recover from the other party the reasonable attorney's fees incurred by it or him as a result of that legal action. Attorneys' fees recoverable by the Association from guests or lessees of a unit owner shall also be recoverable from that unit owner by special assessment by the Association.

The following rules govern the use of the units:

- 1. Residential Use. Each unit may only be used as a residence by a maximum number of three (3) persons in one bedroom units and four (4) persons in two bedroom units. The units may not be used for any commercial purpose.
- 2. Residents. No person under the age of 16 years may reside in a unit. Persons under that age may temporarily reside in a unit as a guest of the owner, but not for a period exceeding six consecutive weeks, nor for more than 60 days per year.
- 3. Pets. Pets that weigh more than 20 pounds are not allowed on the Condominium Property. Not more than one (1) dog or cat is allowed in a unit. If any pet constitutes a nuisance or becomes an annoyance, the board of directors of the Association, in its absolute discretion, may require the permanent removal of the pet from the Condominium Property.
 - 4. Leasing. Units may not be leased (which includes any

regarding the use of units and the common elements by lessees of units that are more restrictive than the rules that govern the use by the unit owners. If a lessee violates any of these rules or any other rule of the Association, in addition to any other rights that it may have, the Association has the right to evict the lessee from the unit.

Approval of a lease shall not release the unit owner from any obligation under this Declaration, and either the lessee or the unit owner, but not both, shall have the right to use the Condominium Property to the exclusion of the other party.

- 5. Nuisances. No unit shall be used in any manner that unreasonably interferes with the use and enjoyment of other units. No unit owner shall permit or suffer anything to be done or kept in his unit which shall increase the insurance rates on his unit or any other portion of the Condominium Property, nor shall a unit owner commit or permit any nuisance or immoral or illegal act in his unit or the common elements or make any use of a unit that violates any law or governmental regulation.
- 6. <u>Signs</u>. No unit owner shall show any sign, advertisement or notice of any type on the common elements or his unit (nor affix them in any manner so that they are visible from the exterior of his unit).
- 7. Adoption and Amendment of Rules. The rules that govern the use of the units may only be amended by the approval of a majority of the voting members of the Association.

The use of the common elements and any recreation facilities or common areas owned or leased by the Association shall be governed by rules adopted by the board of directors of the Association. At least annually, a list of current rules shall be

common elements may only be made after obtaining approval of a majority of the voting members of the Association.

Unit owners may make reasonable alterations to their units; however, unit owners may not make any alterations to their units that alter the exterior appearance of the unit, or affect any portion of the unit that contributes to the support of the building, or affect any utility conduits that serve another unit in the Condominium, without the consent of the board of directors of the Association.

Article VIII

MAINTENANCE OF THE CONDOMINIUM PROPERTY

Unit owners shall maintain, at their expense, their units, the windows, screens, and doors that serve only their units, and the plumbing, electrical, heating, or air conditioning equipment, lines, wires, and ducts that serve only their units, and shall keep them in good repair and appearance. If a unit owner fails to do so, the Association may make the repairs to the unit that it believes are necessary to preserve the good condition and appearance of the Condominium, and the cost of those repairs shall be added to the assessments charged against that unit by the Association. Without limiting the generality of the foregoing:

1. The unit owner shall at his own cost and expense: periodically wash or clean his unit's windows; replace or repair any broken windows, screens or locks; repair, wallpaper, tile or otherwise redecorate all interior wall, ceiling and floor surfaces as needed; repair or replace any doors (other than front entrance doors) as needed. No plumbing or electrical work or repairs to any multi-unit television system in a unit shall be

periodically by the Association, and any supplemental exterior painting undertaken by a unit owner shall be with paint and colors previously approved in writing by the Association.

- 3. The unit owner shall promptly report to the Association any defect or need for repair that is the responsibility of the Association.
- 4. No unit owner shall make any alterations in the portions of any building or the common elements which are to be maintained by the Association or remove any portion thereof or make any additions thereto or do any work which would jeopardize the safety or soundness of the building or impair any easement or vary the architectural appearance of said building.
- 5. No unit owner shall attach any air conditioners, fans or ducts to any exterior walls, windows or doors nor allow them to be visible from the exterior of his unit, nor cover by shutters, screens, awnings or otherwise any windows or doors, nor extend or enclose any porch or patio nor construct any air conditioner pad (without first submitting plans and obtaining prior approval by the board of directors of the Association).
 - 6. No front of any unit may be altered in any manner.
- 7. No unit owner may divide or subdivide or combine any units.

The Association shall maintain, at its expense, all of the common elements (other than the windows, screens, and doors that serve only one unit and those portions of the plumbing, electrical, heating, and air conditioning systems that serve only one unit) and shall also maintain within a unit, at its expense, the portions that contribute to the support of the building and the utility conduits that serve more than the unit in which they are

property owned in common by the unit owners and the Association against all insurable risks to the maximum insurable replacement value as determined annually by the insurance carrier, or by the directors of the Association in the event the carrier fails or The Association shall, if refuses to make such determination. the Condominium Property is in a designated flood area as identified by the U.S. Department of Housing and Urban Development (HUD) pursuant to the Flood Disaster Protection Act of 1973, obtain the maximum flood insurance provided for by said act, or in an amount equal to the value of the buildings if the value of the buildings is less than the maximum permitted by such act, or in the alternative, such lesser sum as may be approved by the board of directors of the Association and consented to by institutional mortgagees holding a majority of the institutional first mortgages of record encumbering the units of the Condominium.

The policies shall be purchased in the name of the Association for the benefit of the Association, the unit owners and their mortgagees, as their interests may appear; and provisions shall be made for the issuance of mortgagee endorsements to the mortgagees of the respective units.

In the event of loss, the Association shall use the net insurance proceeds to repair and replace damage to real or personal property covered by the policy, with any excess to be payable to the unit owners and their mortgagees as their interests may appear. Any reconstruction, repair or replacement shall be in accordance with the plans and specifications for the original construction on file with the building department of the governmental agency having jurisdiction thereover.

not to rebuild, in which event the Condominium shall be terminated and the insurance proceeds shall be disbursed to the unit owners and their mortgagees, as their interests may appear.

In addition to the above and foregoing insurance, the Association, through its board of directors, shall purchase and keep in effect officers' and directors' liability insurance and policies of insurance generally known as public liability policies and/or landowner, landlord and tenant policies, insuring the Association and its members against claims and demands made by any person or persons for injuries received in connection with the use, operation or maintenance of the Condominium Property and any property owned or leased by the Association to the extent of not less than \$1,000,000 each occurrence, \$1,000,000 aggregate, covering bodily injury, property damage, and personal injury.

Article X

EASEMENTS

Each unit has, and is subject to in favor of all other units, an easement of support, easements for utilities, the location of which shall be determined by the Association, provided that they do not unreasonably interfere with the use of a unit, easements for encroachments by the unit caused by settlement and minor building inaccuracies, and an access easement in favor of the Association for inspection, repairs, and maintenance of the Condominium Property. All unit owners have non-exclusive easements for ingress and egress over the streets, walks, and other rights of way serving the units of the Condominium to provide reasonable access to the public ways.

Article XI

RESTRICTIONS ON TRANSFERS OR SALES OF UNITS

If a unit owner desires to sell his unit, after he obtains an offer from a third party that is acceptable to him, before he may accept that offer, he must first offer to sell his unit to the Association at the same price and upon the same terms as those of the offer by the third party. If the Association does not accept the offer within ten (10) days after it receives notice of it, the Association's right of first refusal expires as to that offer, and the unit owner may accept the offer of the third party. No unit may be sold without compliance with the provisions of this paragraph, except by judicial sale.

If the transferee of a unit is to be a corporation, trust, partnership or the like, the transferee must designate the authorized occupant of the unit at the time of the transfer. Thereafter, anyone other than the designated authorized occupant and his or her spouse and minor children shall be an occupant in the absence of a unit owner and may not occupy the unit without first obtaining approval from the Association in accordance with the provisions of Article VI.

Any transfer of a unit not authorized in accordance with the provisions of this Declaration shall be void, unless subsequently approved by the board of directors of the Association, who may withhold approval on the sole ground of the failure to obtain prior approval of the transfer. In addition, as a condition of subsequent approval of an unauthorized transfer, the board of directors of the Association may require the transferee to pay a fine not to exceed \$500.

Article XII

AMENDMENT OR TERMINATION

Article XIII

RIGHTS OF INSTITUTIONAL MORTGAGEES

Notwithstanding any other provision of this Declaration, all banks, savings and loan associations, and insurance companies or their affiliates holding first mortgages of record upon any of the units in the Condominium shall have the following rights:

- 1. Amendments. No amendment to the Declaration that materially affects the rights of these mortgagees shall be effective without the approval of the affected mortgagees.
- 2. Assessments. If these mortgagees take title of a unit in the Condominium by foreclosure or deed in lieu of foreclosure, they shall not be liable for assessments against the unit that accrue before title is so obtained.
- 3. Approval of Transfers. The restrictions set forth in Article XI shall not apply to these mortgagees.
- 4. <u>Insurance</u>. Casualty insurance benefits paid for damage to the Condominium Property shall be paid jointly to the insured and these mortgagees, if the damaged property was the subject of their mortgages.

Article XIV

THE CONDOMINIUM ACT

Chapter 718, Florida Statutes, (the "Condominium Act"), as amended through the date of the recording of this Declaration, is incorporated into this Declaration by reference, and all provisions of the Condominium Act shall apply to this Condominium, except where inconsistent with this Declaration, the Articles of Incorporation and the Bylaws of the Association. All words used in this Declaration have the meanings and definitions set forth in the Condominium Act, unless otherwise provided herein.

of these areas are set forth in Exhibit F. Title was obtained by Special Warranty Deed, recorded in O.R. Book 4615, commencing on Page 559, of the Public Records of Pinellas County, Florida, in which the grantor reserved the right to make the use of these recreation areas also available to owners of some lands adjacent The right to use these facilities was to the Condominium. exercised for forty-six (46) units in a new condominium, NEW HAVEN - II, a condominium that has been built on a portion of those adjacent lands. Thereafter, in February, 1982, the grantor and its assignees forfeited their reservation of the right to use the recreation areas for the benefit of the remainder of the adjacent lands. Therefore, unless the Association subsequently makes a new agreement, for valuable consideration, with the grantor or its assignees, by which the use of the recreation areas will again be made available to residents of dwellings on the remainder of the adjacent lands, the use of the recreation areas is now limited to the owners of units in the Condominium and the owners of the forty-six (46) units in NEW HAVEN - II, a condominium, and their guests and lessees, subject to reasonable rules that are adopted from time to time by the board of directors of the Association.

A separate budget shall be prepared annually for the operation and maintenance of the recreation areas. In accordance with the grantor's reservation, the Association shall be responsible for 79.25% of the cost of operating and maintaining the recreation areas, and the owners of the 46 units in NEW HAVEN - II shall be responsible for the other 20.75% of that cost. The Association's share of this cost shall be a common expense of the Association.

Condominium, and New Haven Condominium II Association, Inc., representing the forty-six (46) units in NEW HAVEN - II, shall be the only members. Thereafter, New Haven Recreation Association, Inc., shall operate, maintain, and regulate the use of the recreation areas and center. The costs incurred by New Haven Recreation Association, Inc., shall be funded by assessments against New Haven Condominium Association, Inc., and New Haven Condominium II Association, Inc. New Haven Condominium Association, Inc., shall be responsible for 79.25% of these assessments and New Haven Condominium II Association, Inc., shall be responsible for 20.75% of these assessments, unless or until other members are allowed to join New Haven Recreation Association, Inc.

Others may be admitted into the membership of New Haven Recreation Association, Inc., and may be permitted to use the recreation areas and recreation center only with the approval of a majority of the members of New Haven Condominium Association, Inc., and New Haven Condominium II Association, Inc., and on the conditions approved by that majority.

Legal Description

Parcel "B"

A parcel of land being in the East 1/2 of the Northwest 1/4 of Section 2, Township 30 South, Range 15 East, Pinellas County, Florida, more particularly described as follows:

Commence at the center of Section 2, Township 30 South, Range 15 East; thence N01°37'29"E along the North-South center-line of said Section 2, 33.00 feet; thence N88°52'23"W, 684.44 feet to the Point of Beginning #1; thence continue N88°52'23"W, N01°24'39"E, feet; thence 1010.00 feet; S88°35'21"E, 228.00 feet to a point of curvature; thence 151.24 feet along the arc of a curve to the left, said curve having a radius of 558.57 feet and a central angle of 15°30'50", subtended by a chord of 150.78 feet, chord bearing N83°39'14"E to a point curve; thence S01°46'05"W, 759.40 feet; S71°17'25"E, 210.00 feet to a point on a curve; thence 28.09 feet along the arc of a curve to the left, said curve having a radius of 1064.32 feet and a central angle of 01°30'46", subtended by a chord of 28.09 feet, chord bearing S08°53'58"E to a point of reverse curvature; thence 179.20 feet along the arc of a curve to the right, said curve having a radius of 1064.32 feet and a central angle of 09°38'47", subtended by a chord of 178.99 feet, chord bearing S04°49'55"E to the Point of Beginning #1. Less the South 7.00 feet thereof for road right of way.

Said Parcel "B" containing 9.764 acres more or less.

TOGETHER WITH:

Parcel "C"

A parcel of land being in the East 1/2 of the Northwest 1/4 of Section 2, Township 30 South, Range 15 East, Pinellas County, Florida, more particularly described as follows:

Commence at the center of Section 2, Township 30 South, Range 15 East; thence N01°37'29"E along the North-South centerline of said Section 2, 33.00 feet; thence N88°52'23"W, 1282.11 feet; thence N01°24'39"E, 1034.00 feet for a Point of Beginning #2; thence continue N01°24'39"E, 1068.80 feet; thence S88°36'58"E, 110.86 feet; thence S50°29'35"E, 256.77 feet; thence N90°00'00"E, 70.21 feet; thence S01°46'05"W, 890.83 feet to a point on a curve; thence 151.58 feet along the arc of a curve to the right, said curve having a radius of 534.57 feet and a central angle of 16°14'48", subtended by a chord of 151.08 feet, chord bearing S83°17'15"W to a point of tangency; thence N88°35'21"W, 228.00 feet to the Point of Beginning #2.

Said Parcel "C" containing 8.696 acres more or less.

TOGETHER WITH:

An ingress-egress easement for this condominium and these

point of curvature; thence 182.05 feet along the arc of a curve to the left, said curve having a radius of 534.57 feet and a central angle of 19°30'43", subtended by a chord of 181.17 feet, chord bearing N81°39'18"E to a point of tangency; N71°53'56"E, 85.67 feet to a point of curvature; thence 46.08 feet along the arc of a curve to the right, said curve having a radius of 164.00 feet and a central angle of 16°06'01", subtended by a chord of 45.93 feet, chord bearing N79°56'57"E to a point of tangency; thence N87°59'57"E, 47.64 feet to a point of curvature; thence 87.60 feet along the arc of a curve to the left, said curve having a radius of 175.00 feet and a central angle of 28°40'52", subtended by a chord of 86.69 feet, chord bearing N73°39'31"E to a point of reverse curvature; thence 29.34 feet along the arc of a curve to the right, said curve having a radius of 200.00 feet and a central angle of 8°24'18", subtended by a chord of 29.31 feet, chord bearing N63°31'14"E to a point on the curve; thence N01°46'05"E, 27.03 feet; thence S88°35'21"E, 223.76 feet; thence N29°49'39"E, 136.56 feet; thence N01°46'05"E, 179.88 feet; thence S88°13'55"E, 72.43 feet; thence S01°46'05"W, 136.87 feet to a point of curvature; thence 90.60 feet along the arc of a curve to the right, said curve having a radius of 185.00 feet and a central angle of 28°03'34", subtended by a chord of 89.70 feet, chord bearing S15°47'52"W to a point of tangency; thence \$29°49'39"W, 249.10 feet to a point of curvature; thence 73.54 feet along the arc of a curve to the left, said curve having a radius of 150.00 feet and a central angle of 28°05'24", subtended by a chord of 72.80 feet, chord bearing \$15°46'57"W to a point of tangency; thence S01°44'15"W, 376.78 feet to a point of curvature; thence 230.43 feet along the arc of a curve to the left, said curve having radius 145.00 feet and a central angle of 91°03'06", subtended by a chord of 206.93 feet, chord bearing S43°47'18"E to a point of tangency; thence S89°18'51"E, 71.10 feet to a point of curvature; thence 36.72 feet along the arc of a curve to the right, said curve having a radius of 55.00 feet and a central angle of 38°15'03", subtended by a chord of 36.04 feet, chord bearing \$70°11'20"E to a point of reverse curvature; thence 50.26 feet along the arc of a curve to the left, said curve having a radius of 75.00 feet and a central angle of 38°23'39", subtended by a chord of 49.32 feet, chord bearing S70°15'38"E to a point of reverse curvature; thence 30.38 feet along the arc of a curve to the right, said curve having a radius of 126.39 feet and a central angle of 13°46'23", subtended by a chord of 30.31 feet, chord bearing S82°34'13"E to a point of tangency; thence S75°41'04"E, 28.51 feet to a point of curvature; thence 4.84 feet along the arc of a curve to the left, said curve having a radius of 25.00 feet and a central angle of 11°05'35", subtended by a chord of 4.83 feet, chord bearing S81°13'52"E to a point on the curve; thence S01°37'29"W, 28.30 feet to a point on a curve; thence 7.27 feet along the arc of a curve to the left, said curve having a radius of 35.00 feet and a central angle of 11°54'16", subtended by a chord of 7.26 feet, chord bearing N69°43'56"W to a point of tangency; thence N75°41'04"W, 32.32 feet to a point of curvature; thence 49.44 feet along the arc of a curve to the left, said curve having a radius of 100.00 feet and a central angle of 28°19'41", subtended by a chord of 48.94 feet, chord bearing N89°50'55"W to a point of tangency; thence $975^{\circ}59!15^{\circ}W$ 16 74 feet to a point of curvature: thence 53.23 N29°49'39"E, 36.59 feet to a point of curvature; thence 96.19 feet along the arc of a curve to the left, said curve having a radius of 46.00 feet and a central angle of 119°48'18", subtended by a chord of 79.60 feet, chord bearing N30°04'30"W to a point of tangency; thence N89°58'39"W, 99.46 feet to a point of curvature; thence 94.32 feet along the arc of a curve to the left, said curve having a radius of 176.00 feet and a central angle of 30°42'16", subtended by a chord of 93.19 feet, chord bearing S74°40'13"W to a point of reverse curvature; thence 99.62 feet along the arc of a curve to the right, said curve having a radius of 199.00 feet and a central angle of 28°40'52", subtended by a chord of 98.58 feet, chord bearing S73°39'31"W to a point of tangency; thence S87°59'57"W, 47.64 feet to a point of curvature; thence 39.34 feet along the arc of a curve to the left, said curve having a radius of 140.00 feet and a central angle of 16°06'01", subtended by a chord of 39.21 feet, chord bearing S79°56'56"W to a point of tangency; thence S71°53'56"W, 85.67 feet to a point of curvature; thence 190.22 feet along the arc of a curve to the right, said curve having a radius of 558.57 feet and a central angle of 19°30'43", subtended by a chord of 189.30 feet chord bearing S81°39'18"W to a point of tangency; thence N88°35'21"W, 228.00 feet; thence N01°24'39"E, 24.00 feet to the Point of Beginning.

Said parcel containing 1.889 acres more or less.

NEW HAVEN CONDOMINIUM

SECTION 2, TOWNSHIP 30 SOUTH, RANGE 15 EAST, PINELLAS COUNTY, FLORIDA

GERTIFICATE OF SURVEYOR

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- 3. This earlificate is given for compliance with Section 214,104 (c). Florido Statules.

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THEREOU CERTURY, that the lationing Plot is in compliance with all provisions of Chapter 172001 of the Fiorate Statutes.

Employed Lord Sermer

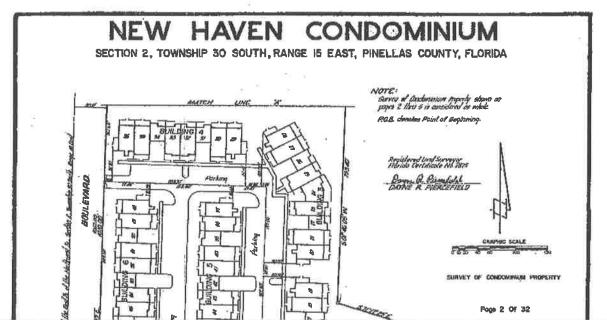
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Property by PERCEPPELE & ASSOCIATES, INC. 170 Box 07 Luts, Parish 33549

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EXHIBIT B-1



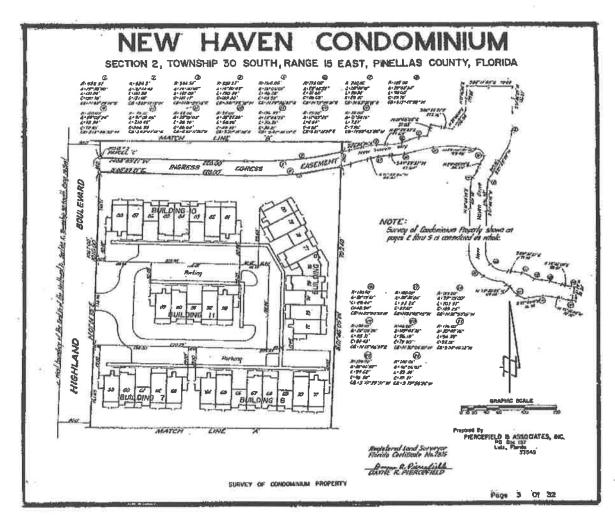
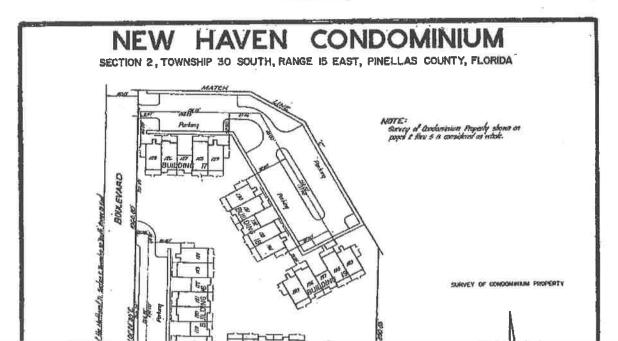


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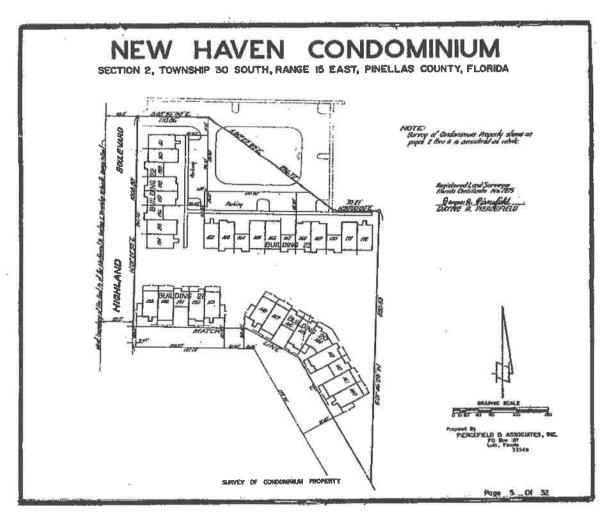
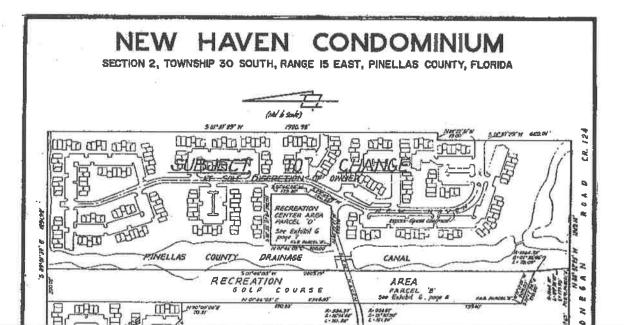
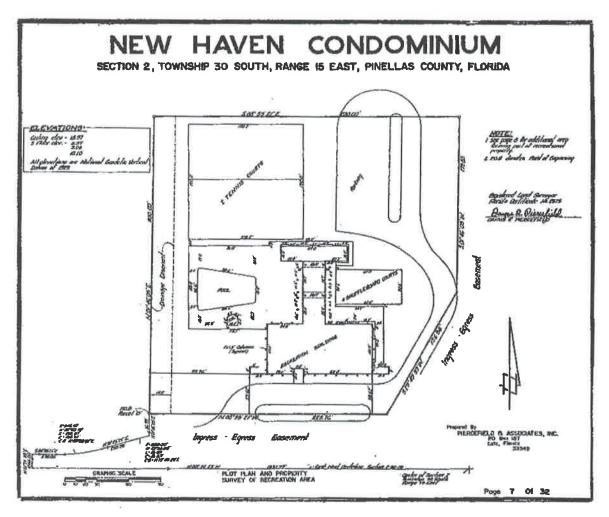
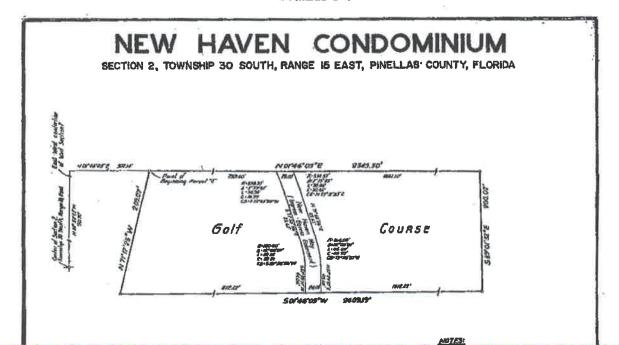


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BXHIBIT B-7



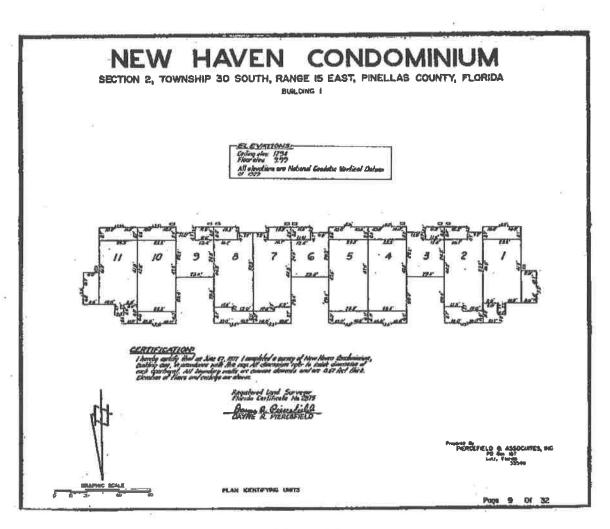


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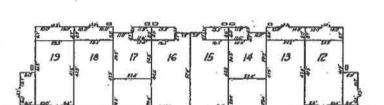
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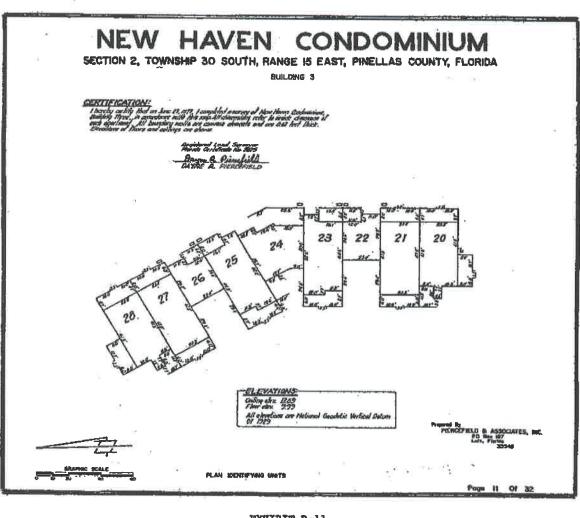
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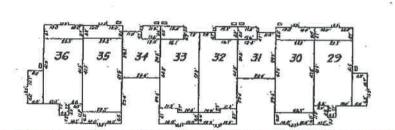
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NEW HAVEN CONDOMINIUM

SECTION 2, TOWNSHIP 30 SOUTH, RANGE 15 EAST, PINELLAS COUNTY, FLORIDA





NEW HAVEN CONDOMINIUM

SECTION 2, TOWNSHIP 30 SOUTH, RANGE IS EAST, PINELLAS COUNTY, FLORIDA BUILDING 6

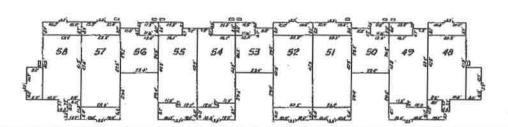
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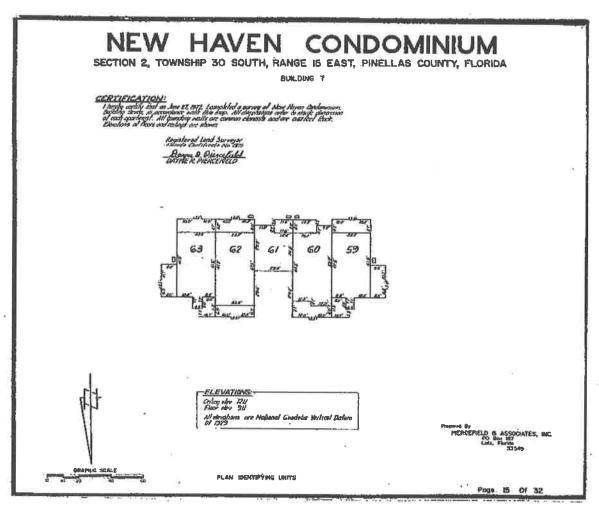
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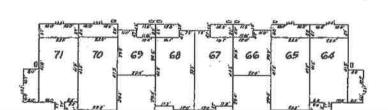
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SECTION 2, TOWNSHIP 30 SOUTH, RANGE 15 EAST, PINELLAS COUNTY, FLORIDA

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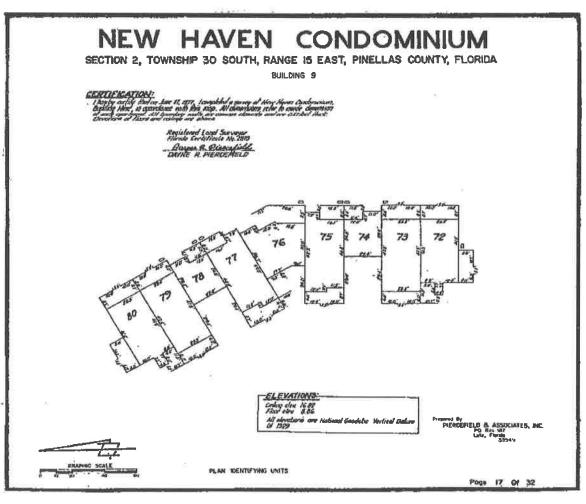


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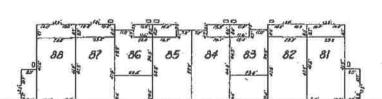
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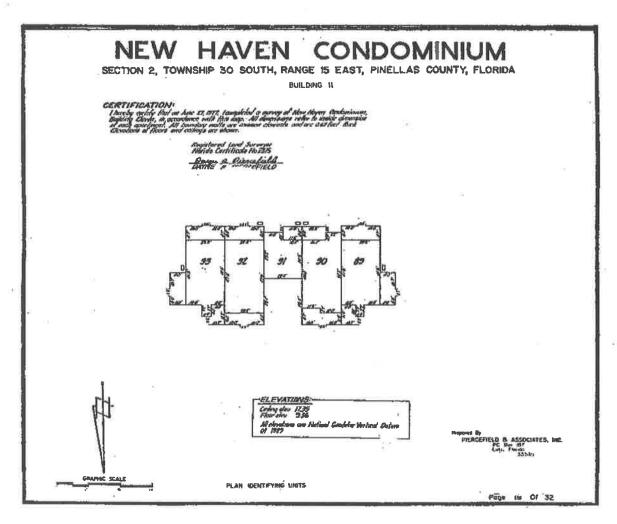
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NEW HAVEN CONDOMINIUM

SECTION 2, TOWNSHIP 30 SOUTH, RANGE 15 EAST, PINELLAS COUNTY, FLORIDA

BUILDING 12

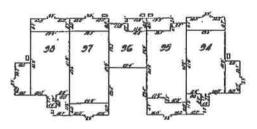
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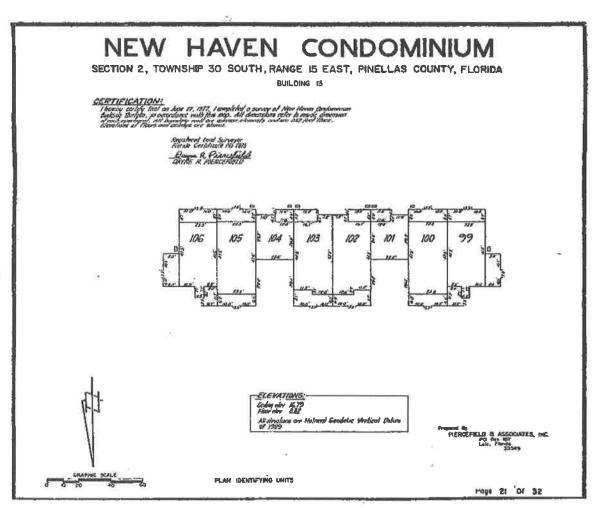
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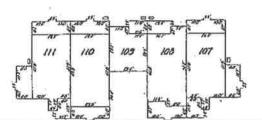
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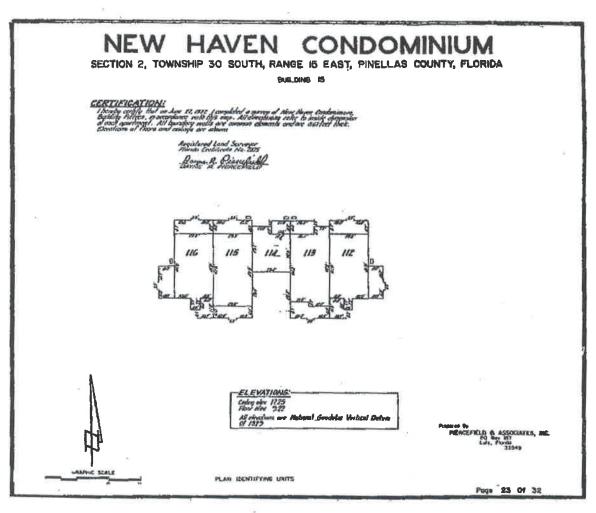
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BUILDING 14

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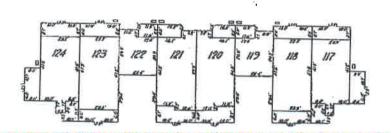
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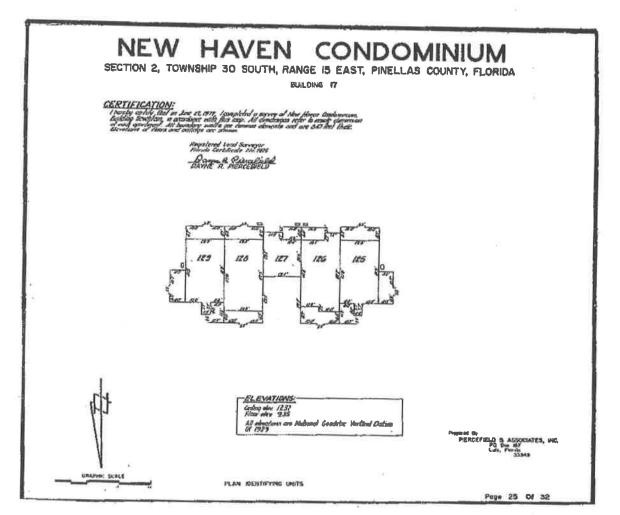
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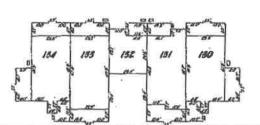
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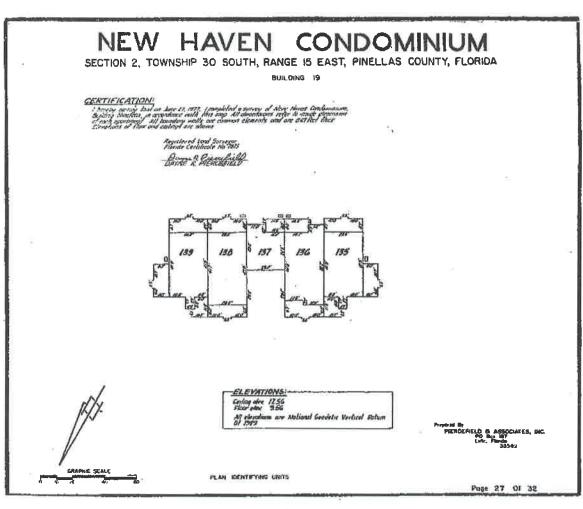
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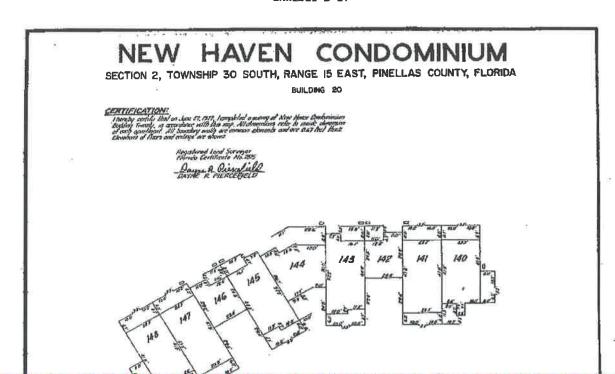
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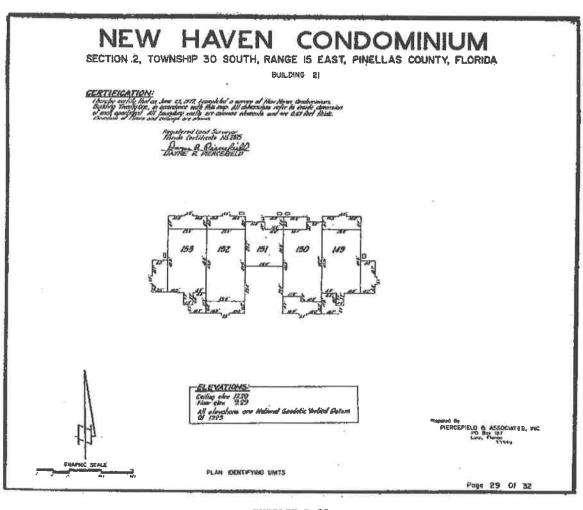
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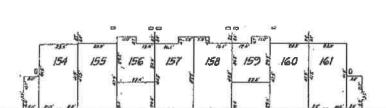
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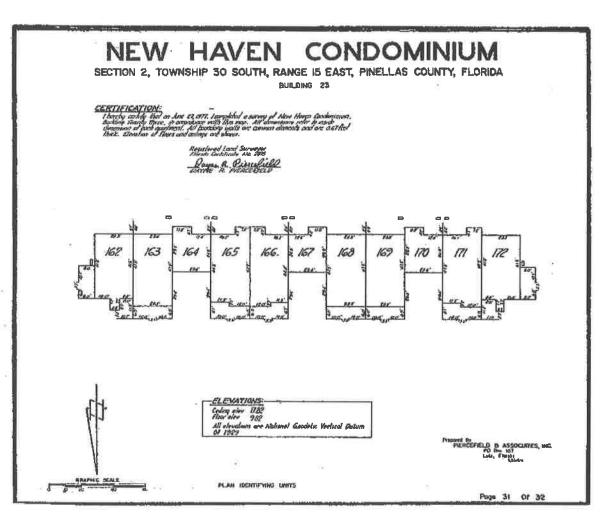
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Regulared Land Surveyor
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NEW HAVEN CONDOMINIUM

SECTION 2, TOWNSHIP 30 SOUTH, RANGE IS EAST, PINELLAS COUNTY, FLORIDA

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