

This instrument prepared By:  
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FREEBORN, JENNINGS & RUGGLES  
1960 Bayshore Boulevard  
Dunedin, Florida 33528

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D. P. 5843 PAGE 1413

DECLARATION OF CONDOMINIUM  
OF  
CASA DEL SOL BARCELONA, A CONDOMINIUM

THIS INSTRUMENT is entered into this 5<sup>th</sup> day of Sept., 1984, by PINELLAS CASA DEL SOL LTD., a Florida Limited Partnership, for itself, its successors and assigns, as fee simple owner of the properties described herein, for the purpose of declaring the described properties to a condominium form of ownership.

ARTICLE I

Submission Statement

The undersigned hereby submit the following described real property lying in Pinellas County, Florida, and all improvements constructed thereon, to condominium ownership as the same is established and defined under the Condominium Act, Chapter 718, Florida Statutes:

That part of the Southeast 1/4 of Section 19, Township 28 South, Range 16 East, Pinellas County, Florida, being further described as follows:

Commence at the Northwest corner of the Southeast 1/4 of said Section 19; thence N89°32'47"E, 650.00 feet along the North line of said Southeast 1/4 for the POINT OF BEGINNING; thence continue N89°32'47"E, 172.00 feet; thence S00°27'13"E, 349.46 feet; thence S89°32'47"W, 75.09 feet; thence N30°27'13"W, 54.82 feet; thence S89°32'47"W, 71.88 feet; thence N00°00'08"W, 302.00 feet to the POINT OF BEGINNING.

Containing 1.297 acres more or less

SUBJECT to any easements, restrictions and rights-of-way of record.

ARTICLE II

Condominium Name

This Condominium shall be named and identified as CASA DEL SOL BARCELONA, A CONDOMINIUM.

ARTICLE III

The Condominium Association

The Condominium Association for this Condominium is CASA DEL SOL BARCELONA ASSOCIATION, INC., a non-profit Florida corporation. The Association has all of the powers and duties set forth in this Declaration and the attached By-Laws, as well as those granted by its charter and the laws of the State of Florida. Power of the Association to purchase an Apartment of this Condominium, to grant easements, licenses or rights of use with respect to any of the Condominium property, to any public entity, to the Developer, or to adjacent Condominiums within the entire CASA DEL SOL Condominium Community shall be unlimited.

The Plat for this Condominium is filed in Condominium Plat Book 79 at Page 38-39 of the Public Records of Pinellas County, Florida.

41 Cash 11.00  
42 Rec 121.00  
43 Int 35.00  
Tot 156.00

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BA

FREEBORN, JENNINGS & RUGGLES  
ATTORNEYS AT LAW DUNEDIN, FLORIDA

SECTION 19, TOWNSHIP 28 SOUTH, RANGE 16 EAST, PINELLAS COUNTY, FLORIDA

## ARTICLE IV

The Development Plan

This Condominium has been established and constructed by a Florida Limited Partnership called PINELLAS CASA DEL SOL LTD., the Developer. It is intended to be one of several Condominiums to be constructed on contiguous tracts of land through various phases of construction. As each phase of construction is completed, each shall be declared and established as a separate Condominium, with a separate Association. The several Condominiums will be bound to one another through covenants which provide for the common sharing and use of all common facilities, such as roadways and recreational areas. The rights and obligations of ownership and sharing will be in proportion to the number and size of Apartments within each separate Condominium.

The recreational facilities for the CASA DEL SOL Community are constructed on a tract of land near the properties described above. Legal title to the recreational facilities will be retained by the Owner or the Developer until completion and marketing of all phases of the community. When marketing has been completed, fee simple title will be conveyed to the various Associations as described above, without further consideration or payment by any party. The Developer covenants that from the date of this Declaration, the recreational facilities will be for the exclusive use and enjoyment of the members of the CASA DEL SOL Condominium Community, and their licensees, invitees and assigns. All costs and expenses whatsoever pertaining to the ownership and use of the recreational facilities and other common areas of the CASA DEL SOL Community shall be the sole obligation and expense of this Association and all other Associations which may use and enjoy the same. These expenses shall be assessable and collectible as a part of the regular assessments for maintenance and management created and provided by this Declaration, and are included as a part of the budget for this Condominium.

## ARTICLE V

Retained Rights of the Developer

A. Concerning Construction. During such time as the Developer is in the process of construction on any portion of the Condominium Building, the Developer, for itself and its successors and assigns, reserves the right to prohibit persons temporarily from access to any portion of the common elements, and to utilize the same exclusively for construction purposes. No unit owner or his guests or invitees shall in any way interfere with or hamper the Developer, its contractor or its employees, in their construction efforts.

B. Changes by Developer. Until construction of the Condominium has been fully completed, the Developer reserves the right to alter the boundaries between the units, so long as the Developer owns the units so altered, and to increase or decrease the number of units and to alter the boundaries of the common elements. No such change shall be made without an amendment of this Declaration, but such an amendment need be executed and acknowledged only by the Developer and approved by the institutional mortgagee of a first mortgage covering the units affected. Such an amendment shall not require the approval of the Association, its officers, directors or members, or other unit owners within the Condominium.

C. Sale and Leasing Activities. The Developer, its successors and assigns, shall have the right to transact any business necessary or appropriate to consummate sales or rentals of Condominium Parcels, including but not limited to the right to maintain models; to install signs identifying the Condominium Property, and advertising the sale of Condominium Parcels; to maintain employees in offices, models and recreational portions of the Condominium Property; and to use the common elements for marketing purposes. All sales office furnishings, and all personal property used by the Developer, its successors and assigns, in such marketing activities shall not be considered common elements and shall remain the property of the Developer. However, use of the clubhouse for marketing promotional activities shall not exceed one per week or a total of twenty-six (26) times per year.

D. Rights to Grant Easements. The Developer reserves the right to grant, dedicate or establish such additional easements on, over, under and across the common elements of this Condominium for utilities, drainage, ingress and egress, parking and other uses for the benefit of Owners of other lands in the general area of the CASA DEL SOL Condominium Community, as the Developer shall determine to be desirable or appropriate; provided, no such easement shall interfere with the intended use of such areas. The Owners or users of all such easement areas shall, however, be required to bear a proportion of all costs and expenses incident to the ownership, maintenance, use or enjoyment of the easement facilities, upon such fair and equitable basis as the Developer considers to be appropriate.

**ARTICLE VI**

**Identification of Apartments and their Appurtenances**

A. Apartments Defined. Each Apartment within this Condominium shall constitute a separate Condominium Parcel or Unit capable of individual ownership. The Apartments are identified and described on the Condominium Plat and Survey attached as Exhibit "A" to this Declaration.

B. Boundaries. The boundaries of each Apartment shall be as set forth in Exhibit "A", subject to alteration by settlement or movement of the building and permissible repairs or modifications. They are intended to be as follows:

1. Upper and Lower Boundaries: The upper and lower boundaries of an Apartment shall be the following boundaries extended to an intersection with the parametrical boundaries:

(a) The upper boundaries shall be the horizontal plane of the undecorated finished ceiling.

(b) The lower boundaries shall be the horizontal plane of the undecorated finished floors.

2. Parametrical Boundaries: The parametrical boundaries of an apartment shall be the vertical planes of the undecorated finished interior of the walls bounding each apartment, extended to the intersections with each other and with the upper and lower boundaries. The apartment boundaries shall also include all the areas within undecorated planes of all screened porches, balconies, patios and glass or other semi-enclosed areas and shall include all screens, glass and doors. These areas are subject to the following restrictive covenants:

(a) All areas exposed to view from the exterior of the building shall be governed by the provisions of the Rules and Regulations for the Condominium, so as to assure a neat, attractive and uniform appearance of the building.

(b) The installation, replacement, repair, alteration or modification of any screening, glass or other construction materials within those areas shall only be made with the prior written approval of the Association, taken through the regular act of a majority of its Board of Directors. In addition, for a period of five (5) years from the date of this Declaration or until the Developer shall have completed all marketing within the CASA DEL SOL Community, the Developer's written approval shall be required.

C. Undivided Shares Appurtenant to Each Condominium Apartment and Allocation of Common Expenses and Common Surpluses. Each Apartment Owner shall be responsible for the common expenses pertaining to his Apartment and any common surpluses shall be owned by such Owner, according to the percentage of ownership in the common elements appurtenant to each Apartment set forth as follows:

<u>APT. NO.</u>	<u>PERCENTAGE</u>	<u>APT. NO.</u>	<u>PERCENTAGE</u>
101	.039	201	.039
102	.038	202	.038
103	.036	203	.036

<u>APT. NO.</u>	<u>PERCENTAGE</u>	<u>APT. NO.</u>	<u>PERCENTAGE</u>
104	.036	204	.036
105	.036	205	.036
106	.035	206	.035
107	.036	207	.036
108	.038	208	.038
109	.039	209	.039

0. 2. 5843 PAGE 1416

<u>APT. NO.</u>	<u>PERCENTAGE</u>
301	.039
302	.038
303	.036
304	.036
305	.036
306	.035
307	.036
308	.038
309	.039

D. Association Membership and Voting Rights. The owner or owners of each Condominium Parcel shall automatically and mandatorially become members in CASA DEL SOL BARCELONA ASSOCIATION, INC., which is the operating entity for this Condominium. Voting rights in governing the affairs of the Association are an integral part of this membership. The exact nature and number of such voting rights is set forth in the By-Laws of the Association, which are attached in Exhibit C hereto.

E. Parking Spaces. Parking spaces are located on lands within or contiguous to the Condominium Property. These shall be identified by numbers and one such space shall be numbered with the number of each Condominium Parcel, and shall be assigned to such Parcel. Assigned parking spaces shall be used only by the owner, tenant, guest, licensee or invitee of such identified parcel. The remaining parking spaces are available generally for tenants, guests, invitees and licensees of each Apartment Owner, without reservation or restriction. Each assigned parking space shall constitute a limited common element which shall not be separated from the Condominium Parcel to which it shall have been assigned, and which shall automatically be transferred to a new owner upon a transfer of ownership of the Condominium Parcel. After the initial conveyance to the owner by the Developer, a parking space may not be covered except upon approval of the Association, and may be used only for the parking of an automobile or other motor vehicle, except upon approval of the Association.

#### ARTICLE VII

##### Easements

The Developer hereby reserves unto himself and his successors and assigns, and grants and dedicates to all Condominium Associations and Condominium Apartment Owners, their licensees, invitees, guests, heirs, successors and assigns, and the mortgagees of such parties, within all present and future phases of the CASA DEL SOL Condominium Community which are now or hereafter may be established on the properties described below the following perpetual easements:

Commence at the northwest corner of the S.E. 1/4 of Section 19, Township 28 South, Range 16 East, Pinellas County, Florida; thence N 89°32'47" E, along the north boundary of the S.E. 1/4 of said Section 19, 650.00 feet for a Point of Beginning; thence continuing N 89°32'47" E, along said north boundary, 817.08 feet; thence S 00°01'01" E, 692.23 feet; thence along the northerly right-of-way line of Winding Creek Boulevard as shown on the Plat of Brookfield as recorded in Plat Book 71, Page 85 of the Public Records of Pinellas County, Florida, along the arc of a curve to the right that has a radius of 360.00 feet, an arc length of 132.50 feet, a chord length of 131.76 feet, a chord bearing of N 70°22'40" W, to a point of reverse curvature; thence along the arc of a curve to the left that has a radius of 240.00 feet, an arc length of 165.94 feet, a chord length of 162.65 feet, a chord bearing of N 79°38'27" W, to a

point of tangency; thence S 80°33'06" W, 156.95 feet to a point of curvature; thence along the arc of a curve to the right that has a radius of 607.08 feet, an arc length of 246.13 feet, a chord length of 244.45 feet, a chord bearing of N 87°50'01" W, to a point of reverse curvature; thence along the arc of a curve to the left that has a radius of 959.44 feet, an arc length of 443.75 feet, a chord length of 439.81 feet; a chord bearing of N 89°28'08" W to a point of reverse curvature; thence along the arc of a curve to the right that has a radius of 677.93 feet, an arc length of 150.47 feet, a chord length of 150.16 feet, a chord bearing of S 83°38'22" W, to a point of tangency; thence continuing along the aforementioned northerly right-of-way line of Winding Creek Boulevard, S 89°59'52" W, 35.00 feet; thence N 00°00'08" W, along the easterly right-of-way line of U.S. Highway No. 19 (State Road No. 55), 290.13 feet; thence S 89°59'52" W, 60.00 feet; thence continuing along said easterly right-of-way line, N 00°00'08" W, 44.87 feet; thence N 89°32'47" E, 550.00 feet; thence N 00°00'08" W, 302.00 feet to the Point of Beginning. Containing 15.542 acres, more or less.

A. Utility Easements. Utility easements are established through the Condominium property as may be required to provide utility services for the Condominium and for all other Condominiums, residences and improvements within the CASA DEL SOL Condominium Community or which may be otherwise constructed on the above described property. However, easements through any Apartment shall only be in accordance with the plans and specifications for the Apartment Building unless approved in writing and duly acknowledged according to law by the Condominium Owner so affected.

B. Easements for Ingress and Egress. Easements for ingress and egress and right-of-way are established for pedestrian traffic over, through, on and across all sidewalks, paths, walkways, lanes and avenues as the same from time to time may exist upon the common elements; and for vehicular traffic over, through, on and across such portions of the common elements as may be intended for such purposes.

C. Easements for Maintenance and Repair. Easements through the Apartments and the common elements are established for the maintenance, repair, replacement and improvement of all portions of said Apartments or common elements. Use of these easements, however, for access to the Apartments shall be limited to reasonable hours and reasonable prior notice, except that access may be had at any time in the case of an emergency.

D. Easements of Unintentional and Non-negligent Encroachments. If an Apartment shall encroach upon any common element or upon any other Apartment by reason of original construction, then, if the same cannot be corrected at a cost of less than \$500.00, an easement appurtenant to such encroaching Apartment shall exist to the extent of such encroachment, so long as the same shall exist. This easement shall not be for the benefit of the property described by legal description in this Article, and is not granted to its owners.

E. Emergency Easements of Ingress and Egress. Easements shall exist over all balconies, porches or other portions of any Apartment Unit which may be used as avenues of exit, whenever the same shall be reasonably required for emergency exit. This easement shall not be for the benefit of the property described by legal description in this Article, and is not granted to its owners.

F. Additional Easements Reserved for Expansion. Easements for utilities, drainage, recreation, ingress and egress, including pedestrian traffic over and across all sidewalks, paths, walks, lanes, grounds and other areas intended for pedestrian traffic, and for vehicular traffic over and across all such portions of the common elements as may be paved and used for such purposes, are hereby established in the common elements of this Condominium, for use in connection with other

Condominiums and the Apartment Owners thereof which are presently or may hereafter be established by the Developer according to the Development Plan described herein, and for the benefit of the owners of the property described by legal description in this Article, to the same extent as if the common elements of this Condominium were common elements of such other Condominiums or other property. All expenses for maintenance, repair, alteration, improvement or replacement of facilities within such easement areas shall be borne by the owners of the units of this Condominium in the proportion that their number of units bears to the total number of units using the easement facilities, or upon some equitable basis as the Developer or the Condominium Association deem appropriate. Further, the Developer reserves the right to establish additional easements over the common elements of this Condominium as may be necessary, desirable or appropriate, in its opinion, to serve the adjacent Condominiums within the CASA DEL SOL Condominium Community with utility services, drainage, traffic, ingress and egress and all other services and facilities.

G. Joinder in Mutual Easement Agreement. The provisions of that certain Mutual Easement Agreement executed between the various Condominium Associations of the CASA DEL SOL CONDOMINIUM COMMUNITY dated 9-18-94, recorded in Official Records Book 5843, Page 1410, of the Public Records of Pinellas County, Florida, are hereby incorporated by reference, and this Condominium shall be bound by its provisions.

**ARTICLE VIII**

**Use Restriction**

The use of the Apartments and the common elements of this Condominium are restricted in accordance with the following provisions, which are intended as a means of establishing and preserving congenial relationships among the Apartment Owners:

- A. Apartments shall be used only for residential purposes.
- B. Use and occupancy of an Apartment may be subject to reasonable rules and regulations established by the Association.
- C. The rental of a Condominium Apartment by a Unit Owner may not be prohibited by the Association. The Association may, however, establish reasonable rules and regulations concerning such rental, and may prohibit rental terms of less than four (4) consecutive months in a year.
- D. No nuisances shall be allowed on the property nor shall any use or practice be permitted which is the source of annoyance to residents or which interferes with the peaceful possession and proper use of the residential properties by the Owners.
- E. No immoral, improper, offensive or unlawful use shall be made of the property, and all valid laws, ordinances and regulations of controlling governmental bodies shall be observed, to the extent that the same are not in conflict with the provisions of this Declaration.
- F. The keeping of pets and the use of recreational facilities and common elements by children may be regulated, but not prohibited, by adoption of appropriate Rules and Regulations.

**ARTICLE IX**

**The Association and the Administration of Condominium Property**

- A. The Condominium Association shall have the exclusive responsibility for the administration and management of the Condominium property.
- B. Power to Contract. The Association shall have the power to contract for the management and maintenance of the condominium property and to authorize a management agent to assist it in carrying out its powers and duties, by performing such functions as the submission of proposals, collection of assessments,



preparation of records, and maintenance, repair, improvement and replacement of the common elements with funds made available by the Association. The Association and its officers shall, however, retain at all times the powers and duties granted by the condominium documents and the Condominium Act, including but not limited to the making of assessments, promulgation of rules and execution of contracts on behalf of the Association.

C. Articles of Incorporation. The Articles of Incorporation of the Association are attached as Exhibit "B" to this Declaration. These Articles of Incorporation may be amended only in accordance with the provisions contained therein.

D. By-Laws. The By-Laws of this Association are attached as Exhibit "C" to this Declaration, and these may be amended only in accordance with the provisions contained therein, or the Articles of Incorporation, or in Chapter 718 of the laws of the State of Florida.

E. Authority to Adopt Rules and Regulations. The initial rules and regulations for this Condominium are attached as Exhibit "D" to this Declaration. These rules and regulations may be amended by deletion, modification or the adoption of new rules and regulations, by a seventy-five percent (75%) vote of the apartment Owners. However, no rule and regulation shall be adopted which would unreasonably interfere with an apartment Owner's right to own, occupy, use or enjoy his individual Condominium apartment in similar fashion to the rights which other fee simple property owners enjoy with respect to their private residential property, as is inherent under the common law of Florida. Unless otherwise required by law, an amendment to the Rules and Regulations shall be effective upon passage and need not be recorded among public records. All such Rules and Regulations shall be construed and enforced as a provision of this Declaration.

F. Powers and Duties. The powers and duties of the Association shall be those set forth in this Declaration, in the Articles of Incorporation and By-Laws of the Association, together with those powers reasonably implied to effect the purposes thereof, and together with all such other powers as shall be authorized, given or granted for Condominium Associations under the laws of the State of Florida. If there are conflicts or inconsistencies between this Declaration and either the By-Laws, the Articles of Incorporation or the laws of the State of Florida, the terms and provisions of this Declaration shall prevail, and all Apartment Owners covenant to vote in favor of such amendments to such instruments as shall be effective to remove such conflict or inconsistencies.

G. Limitations from Liability of the Association. Notwithstanding the duty of the Association to maintain and repair the Condominium property, the Association shall not be liable to any Apartment Owner for injury, damage or loss, other than the cost of maintenance and repair, caused by any act of omission or commission on its part.

H. Acquisition of Additional Interests. The Association is authorized and empowered to acquire interests in real property of all kinds and description, including easements, rights-of-way, licenses, uses, fee simple ownership, leasehold estates and all other forms of ownership, use or possession in and to recreational facilities of all kinds and descriptions, utilities and utility services, avenues for ingress and egress, and all other property interests beneficial or appropriate for use and enjoyment by its members.

I. Grant of Interests. The Association is empowered and authorized to give, grant, convey and enter into easements, licenses and rights of use and access with other Condominium Associations or any other firm, person, corporation or governmental entity as it shall deem necessary or appropriate.

#### ARTICLE X

##### Maintenance, Repair and Alteration of the Condominium

A. Association Responsibility. The Condominium Association has the exclusive responsibility and authority for the operation, maintenance, repair,

alteration and improvement of the common elements, the limited common elements and all Condominium Property of this Condominium.

B. Alterations or Improvements. The Association has the right and authority to make such alterations, improvements, deletions and additions to the common elements and the Condominium Property as it shall deem appropriate and desirable, upon the approval of at least seventy-five percent (75%) of the Apartment Owners. However, such alterations, improvements, deletions or additions shall not be made without the prior written consent of the Developer until the expiration of a period of five (5) years from the date of this Declaration, or until the Developer shall have completed the construction of all phases of all Condominium Apartments which are now or may hereafter be planned, zoned and designated for construction within the CASA DEL SOL Community.

C. Apartment Owner's Responsibility. Each Apartment Owner shall be responsible to maintain, repair and replace all portions of his Apartment at his expense. This shall include all glass, screens, doors and air conditioning units. Such required maintenance, repair and replacement shall be promptly made in all instances where the failure to do so would interfere with the rights of enjoyment or use of adjoining Apartments or the common elements, or would adversely affect the appearance of the condominium.

#### ARTICLE XI

##### Assessments

Assessments against the Apartment Owners shall be made or approved by the Association and paid by the Apartment Owners to the Association in accordance with the terms and conditions contained herein and in the Articles of Incorporation and the By-Laws of the Association. In addition, the following provisions shall apply:

A. Records and Accounts. The Association will maintain a record of all of its receipts and expenditures in accordance with the provisions of the Condominium Act of the State of Florida.

B. Assessments for Common Expenses. Assessments for common expenses shall be made on an annual basis, in advance, in the manner determined by the Board of Directors of the Association in accordance with its Articles of Incorporation and By-Laws. Each annual period, the Association shall adopt a budget for fixed expenses and assessments which shall be due and payable by each Apartment Owner in equal consecutive monthly payments, at the time and place designated by the Board of Directors.

C. Other Assessments. Subject to other provisions in this Declaration, the Association is vested with the authority to levy additional assessments as it may deem necessary or appropriate for the management, operation, maintenance, repair, replacement, alteration or improvement of the common elements and Condominium Property. These additional assessments shall be paid by the Apartment Owners in the same proportions as is required for the payment of all other assessments.

D. Assessments for Liens and Taxes. All liens of any nature, including taxes and special assessments, levied by governmental authorities which shall become a lien upon more than one Apartment, or upon any portion of the common elements or Condominium Property, shall be paid by the Association as a common expense and shall be assessed against the Apartments and Apartment Owners. All such assessments levied upon the recreational facilities and other common grounds dedicated for the exclusive use of the CASA DEL SOL Community shall be so paid and assessed whether or not legal title to such property shall have been conveyed to the Association at the time of levy. Any such lien which pertains distinctly to individual apartments shall be assessed directly to the apartments so affected.

E. Late Charge for Assessments. If an Apartment Owner shall fail to pay an ordinary budgeted monthly assessment within fifteen (15) days from the date on which the same shall become due and payable, then the Association may levy a late charge as an additional assessment against the defaulting owner, and may collect the



same as is provided for the collection of assessments herein. This late charge shall not exceed the sum of \$3.00 for each day in which the default shall occur beyond the fifteen (15) day grace period.

F. Lien for Assessment. Each Condominium Apartment Owner shall be responsible for all assessments levied upon his apartment. All unpaid assessments will bear interest at the highest lawful rate, from the due date until the date of payment, plus costs of collection and attorney's fees equal to twenty-five percent (25%) of the amount due, and necessary costs of collection, and additional reasonable fees for any appellate litigation. Interest will not be in addition to the late charge provided for in the preceding paragraph, however, if the same would then constitute a usurious rate of interest. The Association shall have a lien upon each Condominium Apartment for all unpaid assessments, late charges and interest. This lien shall be exercised by recording among the Public Records of Pinellas County, Florida a proper Claim of Lien in the name of the Association (or its delegate if there shall be one). The Claim of Lien shall state the amount due, the date when due, a description of the Condominium Apartment, and the name of the record owner. Liens for assessments may be foreclosed by suit brought in the name of the Association or its delegate or any Management Corporation managing the affairs of the Association, if the powers of the Association are vested in the Management Corporation by virtue of its agreement with the Association, in like manner of a foreclosure of mortgage on real property.

G. Additional Rights. The rights of this Association for the collection of unpaid assessments are in addition to all rights and remedies which Condominium Associations may now or hereafter have under the laws of the State of Florida and the United States of America.

H. Assessments Not Attributable to Developer. During a period of one (1) year from the date of the recording of this Declaration, the Developer hereby guarantees that the common expenses and assessments for maintenance and repair of the Condominium Property shall not exceed the sum of Eighty Five Dollars (\$85.00) per month for each apartment, and the Developer hereby obligates himself to pay any amount of such common expenses or assessments which are incurred during the guaranteed period and are not produced by assessments up to the stated dollar amount received from other Apartment Owners. In exchange, the Developer shall not be liable for the payment of any common expenses or assessments related to such apartments, and no such expenses or assessments shall be attributed in any way to such apartments during the guarantee period.

## ARTICLE XII

### Insurance

A. Duty to Insure. The Condominium Association and each Apartment Owner shall maintain in full force and effect the policies of insurance required under this Article. All policies of the Association shall provide for the issuance of mortgagee endorsements to the holders of first mortgages upon apartments, and, if the insurance company will agree, shall provide that the insurer waive his right of subrogation against or between the individual Apartment Owners, the Association, or its delegate. These policies and endorsements shall be held by the Association or its delegate.

B. Condominium Property Coverage. The Association or its delegate shall insure all Condominium Property through non-assessable policies with companies licensed to do business in the State of Florida, against destruction or loss by fire and other casualty, in amounts and upon terms and provisions as it shall deem acceptable. However, all structural improvements upon real property shall be insured in at least the amount of eighty percent (80%) of their insurable or replacement value. In the event of loss, the Association shall use the net insurance proceeds to repair and replace damage to the Condominium Property covered by the policy, with any excesses to be paid to the Apartment Owners and their mortgagees as their interests may appear. Any reconstruction, repair or replacement shall be in a form or manner which is at least equal to the original quality. If the insurance proceeds are insufficient to cover the loss the Association shall levy an assessment against the Apartment Owners

in accordance with the provisions of this Declaration to cover the deficiency.

If the Condominium Property is damaged or destroyed in excess of fifty percent (50%) of its value at the time of loss, and if seventy-five percent (75%) of all Apartment Owners shall elect not to rebuild, repair or replace the Condominium Property, the Condominium shall be terminated and the insurance proceeds shall be distributed to the Apartment Owners and their mortgagees as their interests may appear.

C. Liability Insurance. The Association shall also obtain and keep in effect a comprehensive public liability insurance policy insuring the Association, its Board of Directors, officers and the Apartment Owners who are its members, against possible liabilities arising out of the use and ownership of the common elements and the Apartment Units. This policy shall be in an amount of not less than \$100,000 for claims or damages of personal injuries from any single specific cause to any one person, and to the extent of not less than \$300,000 to cover, in connection with any one particular accident or occurrence, the total aggregate of any claim for personal injuries alleged against the insured parties. The insurance shall also provide for a minimum of \$25,000 property damage coverage.

D. Additional Insurance. The Association is authorized to carry such further policies of insurance as may, from time to time, be required by state law, or as its Board of Directors may deem appropriate.

E. Insurance Coverage by Apartment Owners. Each Apartment Owner shall obtain additional insurance at his own expense, according coverage upon his apartment, personal property and for his personal tort liability in connection with the same.

F. Apartment Owner's Duty to Reconstruct or Repair Casualty Damage to His Apartment. Where casualty damage occurs within the boundaries of an individual apartment, the Apartment Owner shall commence repairs or replacement of the same within ninety (90) days of the date of casualty or loss, and such repairs shall be at his sole cost and expense. In the event the Apartment Owner shall fail to repair or replace such damage, the Association or its delegate may do so and assess all costs against the Apartment Owner, and these costs shall be a lien against the apartment collectible in the manner set forth in this Declaration for the collection of other liens and assessments. The Association shall approve all plans and specifications to be followed for such repairs or replacements prior to the commencement of the same by the Apartment Owner.

### ARTICLE XIII

#### Compliance and Default

Each Apartment Owner shall be governed by and comply with the terms and conditions of this Declaration of Condominium and the Rules and Regulations of the Condominium Association. A default shall entitle the Association or other Apartment Owners to the remedies and relief set forth below:

A. Legal Proceeding. Failure to comply with any of the terms and conditions contained in this Declaration and the Rules and Regulations of the Association shall entitle the Association and affected Apartment Owners to all remedies available at law or in equity, either under the Condominium Act of the State of Florida or otherwise.

B. Abatement of Utility Services. The Association shall have full power and authority to discontinue all utility services which it shall furnish to an apartment, the owner of which shall be in default in paying any authorized expense or assessment for a period of more than thirty (30) days after the date on which written notice of such default shall have been furnished to him, either personally or by mail to his last known address.

C. Costs and Attorneys' Fees. The Association shall be entitled to recover all costs and expenses, including reasonable attorneys' fees whether through trial or appellate litigation or otherwise, which it shall incur as a consequence of an

Apartment Owner's default or breach of the provisions of this Declaration or the Rules and Regulations, Articles of Incorporation, or By-Laws of the Association.

D. No Waiver of Rights. The failure of the Association or an Apartment Owner to enforce any right, provision, term or condition of this Declaration or the Rules and Regulations, Articles of Incorporation or By-Laws of the Association shall not constitute a waiver of the right of the Association or the Apartment Owners to enforce the same in the future.

#### ARTICLE XIV

##### Leasing of Apartments

Each Owner has the right to lease his Apartment as he shall desire, subject to the terms and conditions of this Declaration of Condominium and all exhibits and amendments thereto; however, no Apartment may be rented for a period of less than four (4) consecutive months duration. Each lease shall be subject to all provisions of the Declaration of Condominium and all exhibits, amendments and instruments of record pertaining thereto, and to all Rules and Regulations and lawful instructions of the Association and its agents; and all tenants must comply with them. The failure of a Tenant to so comply shall entitle the Association to evict the Tenant and to maintain directly against the Tenant any cause of action which the Association would have against an Owner for such noncompliance by Owner. These provisions shall not in any way limit or relieve the Owner from any cause of action which the Association shall have against the Owner as a consequence of his Tenant's noncompliance. Both the Owner and The Tenant shall be liable to pay all costs and expenses which the Association shall incur in taking such actions, including its attorney's fees, and the Association shall have all lien rights and collection rights as are elsewhere provided in the Declaration for the collection of Assessments, including the late penalty for non-payment. Prior to entering any lease agreement with a Tenant, the Owner shall furnish to the Association or its agent such information concerning the Tenant and the lease terms as the Association may require for this purpose. All leases must contain and shall be deemed to contain the terms and provisions set forth in this paragraph.

#### ARTICLE XV

##### Covenants Running With the Land

All provisions of this Declaration and the Rules and Regulations, Articles of Incorporation and By-Laws of the Association shall be construed to be covenants running with the land and every part thereof and interest therein, including but not limited to every apartment and the appurtenances thereto; and every Apartment Owner and claimant of the property or any part thereof or interest therein, and his heirs, executors, administrators, personal representatives, successors and assigns shall be bound by all provisions of such instruments.

#### ARTICLE XVI

##### Amendment

THIS DECLARATION may be amended only by the vote of an eighty percent (80%) majority of the Unit Owners, in the method provided for Amendments in the Condominium Act of the State of Florida. In addition, any amendment not for clarification only, or made to correct technical errors, shall require the approval of fifty-one percent (51%) of the holders of all mortgages on the Condominium units. During the period in which the Developer shall own one or more Condominium unit, any such amendment shall require also his joinder and approval.

IN WITNESS WHEREOF, the fee simple owners of said property have

executed this Declaration of Condominium the day and year first above written.

Witnesses:

PINELLAS CASA DEL SOL, LTD.,  
a Florida Limited Partnership  
By: HALLMARK DEVELOPMENT OF  
FLORIDA, INC., General Partner

[Signature]  
Susan A. Ware

By: [Signature]  
President

(CORPORATE SEAL)

STATE OF FLORIDA  
COUNTY OF PINELLAS

BEFORE ME, the undersigned authority, this day personally appeared DANIEL A. ENGELHARDT, as President of HALLMARK DEVELOPMENT OF FLORIDA, INC., a Florida corporation; and he acknowledged that he executed the foregoing Agreement as such officer; that the corporation is the General Partner of PINELLAS CASA DEL SOL LTD. and that as such Partner, the corporation has caused the foregoing Instrument to be executed for the purposes therein expressed.

WITNESS my hand and official seal in Dunedin, Pinellas County, Florida, this 5<sup>th</sup> day of September, 1984.

[Signature]  
NOTARY PUBLIC

My Commission Expires: \_\_\_\_\_

Notary Public, State of Florida  
My Commission Expires May 26, 1987  
Served This Day For Insurance, Inc.

CONSENT OF MORTGAGE

The undersigned, FORTUNE FEDERAL SAVINGS AND LOAN ASSOCIATION, a corporation organized and existing under the laws of the United States of America, hereby consents to the recording of the Declaration of Condominium of CASA DEL SOL BARCELONA, A CONDOMINIUM, this 7<sup>th</sup> day of Sept, 1984. By this consent the mortgagee in no way releases any of the properties encumbered by said mortgage.

FORTUNE FEDERAL SAVINGS AND  
LOAN ASSOCIATION

Witnesses:

By: [Signature]  
Assistant Vice President

[Signature]  
Deborah K. Jimenez  
[Signature]

STATE OF FLORIDA  
COUNTY OF PINELLAS

I HEREBY CERTIFY that this day in the next above named State and County before me, an officer duly authorized and acting, personally appeared Bruce W. Griffin, ~~Assistant Vice President~~ Assistant Vice President of FORTUNE

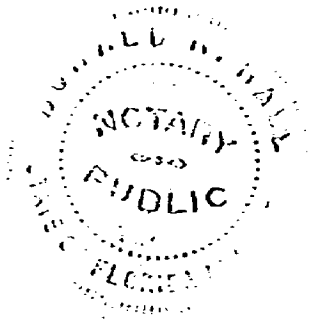
FEDERAL SAVINGS AND LOAN ASSOCIATION, a corporation organized and existing under the laws of the United States of America, to me known to be the persons described in and who executed the foregoing Consent of Mortgagee, and they acknowledged then and there before me that they executed the same as such officers for the purposes therein expressed; and that they affixed thereto the official seal of said corporation; and that the said agreement is the act and deed of said corporation.

WITNESS my hand and official seal this 7 day of September, 1988

*[Handwritten Signature]*

NOTARY PUBLIC  
My Commission Expires:

NOTARY PUBLIC STATE OF FLORIDA  
COMMISSION EXP. NOV 14, 1987  
EXCEEDS INTO GENERAL INS. UNO.



UNOFFICIAL COPY

AFFIDAVIT

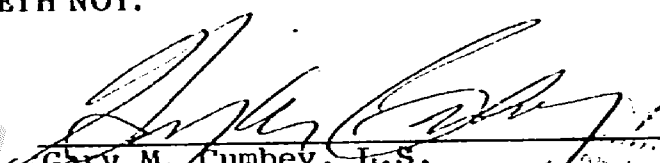
STATE OF FLORIDA

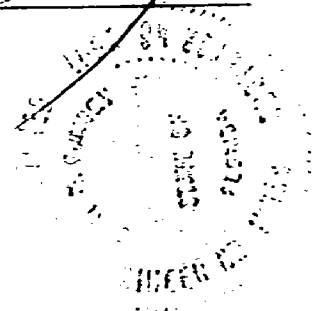
COUNTY OF PINELLAS

I HEREBY CERTIFY that on this day personally appeared before me, the undersigned authority, Gary M. Cumbey, L.S., who, after being duly sworn as required by law, deposed and said the following:


I am a Registered Land Surveyor 2607, authorized to practice in the State of Florida, and do hereby certify that the construction of the improvements identified and described on the attached survey is substantially complete so that said survey and the terms of the Declaration of Condominium of CASA DEL SOL BARCELONA, A CONDOMINIUM, constitute a correct representation of the improvements described as they now exist, and that there can be determined therefrom the identification, location, dimensions and size of the common elements and of each condominium unit in said Condominium. There can also be determined therefrom the identification, location, dimensions and nature of all easements described in said Declaration.

FURTHER AFFIANT SAYETH NOT.

  
\_\_\_\_\_  
Gary M. Cumbey, L.S.  
CUMBEBY AND FAIR, INC.  
Certificate #2607



SWORN TO AND SUBSCRIBED before me  
this 7th day of Sept., 1988  
84

  
\_\_\_\_\_  
NOTARY PUBLIC  
My Commission Expires:

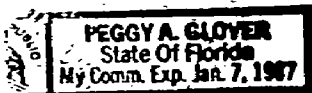


EXHIBIT "A"  
FREEBORN, JENNINGS & RUGGLES  
ATTORNEYS AT LAW DUNEDIN, FLORIDA

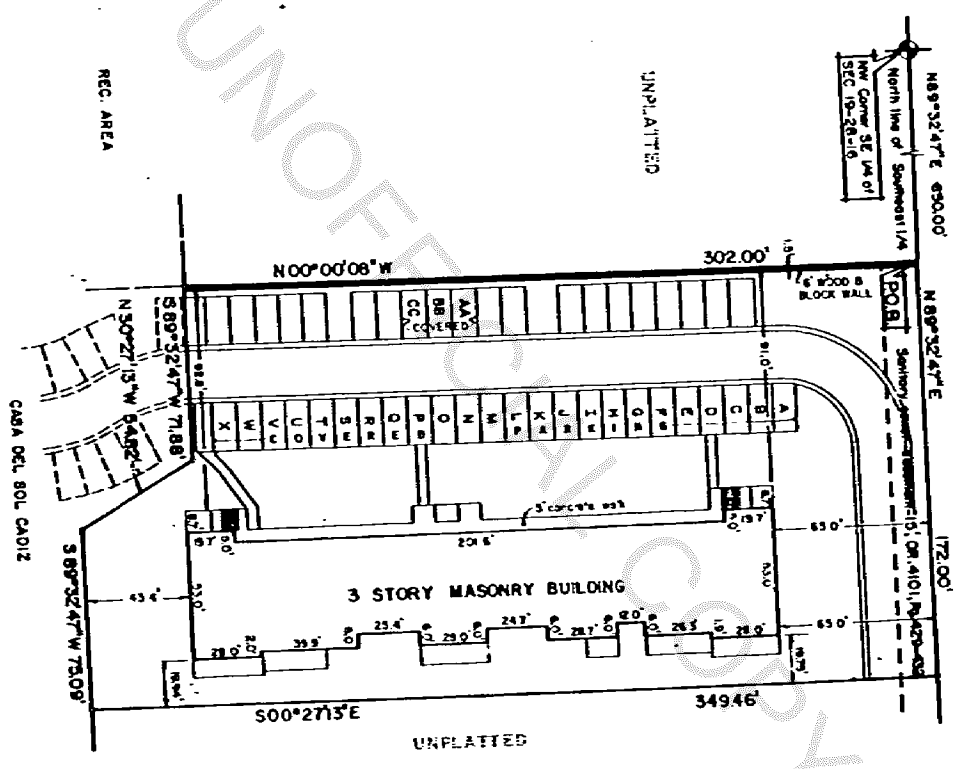


THIS DOCUMENT OR A PORTION OF THIS DOCUMENT IS OF POOR QUALITY AND MAY BE ILLEGIBLE.

# CASA DEL SOL BARCELONA

## A CONDOMINIUM

A PORTION OF SECTION 19, TOWNSHIP 28 SOUTH, RANGE 16 EAST, PINELLAS COUNTY, FLORIDA



**LEGAL DESCRIPTION**

That part of the Southeast 1/4 of Section 19, Township 28 South, Range 16 East, Pinellas County, Florida, being further described as follows:  
 Commence at the Northwest corner of the Southeast 1/4 of said Section 19, thence N 89° 32' 47" E, 650.00 feet along the North line of said Southeast 1/4 to the POINT OF BEGINNING; thence S 89° 32' 47" W, 172.00 feet; thence N 89° 32' 47" W, 302.00 feet to the POINT OF BEGINNING.

Containing 1.897 acres more or less.  
 Subject to any easements, restrictions, and rights-of-way record, subject to blanket easement granted to Florida Power Corporation recorded in Official Record Book 4191 page 1318.

**SURVEYORS CERTIFICATE**

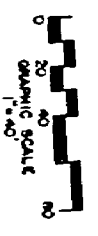
I hereby certify that the construction of the improvements as shown are substantially complete and that this plan, together with the provisions of the declaration describing the condominium property, is an accurate representation of the location and dimensions of the common elements and that the identification, location, and dimensions of the common elements and of each unit can be determined therefrom.

Date: 7/1/84  
 Gary M. Dambey, L.S. 2607  
 Florida Registered Surveyor

Prepared by:  
 GARY M. DAMBEY, L.S. 2607  
 SURVEYOR  
 CLEARWATER, FLORIDA  
 33575



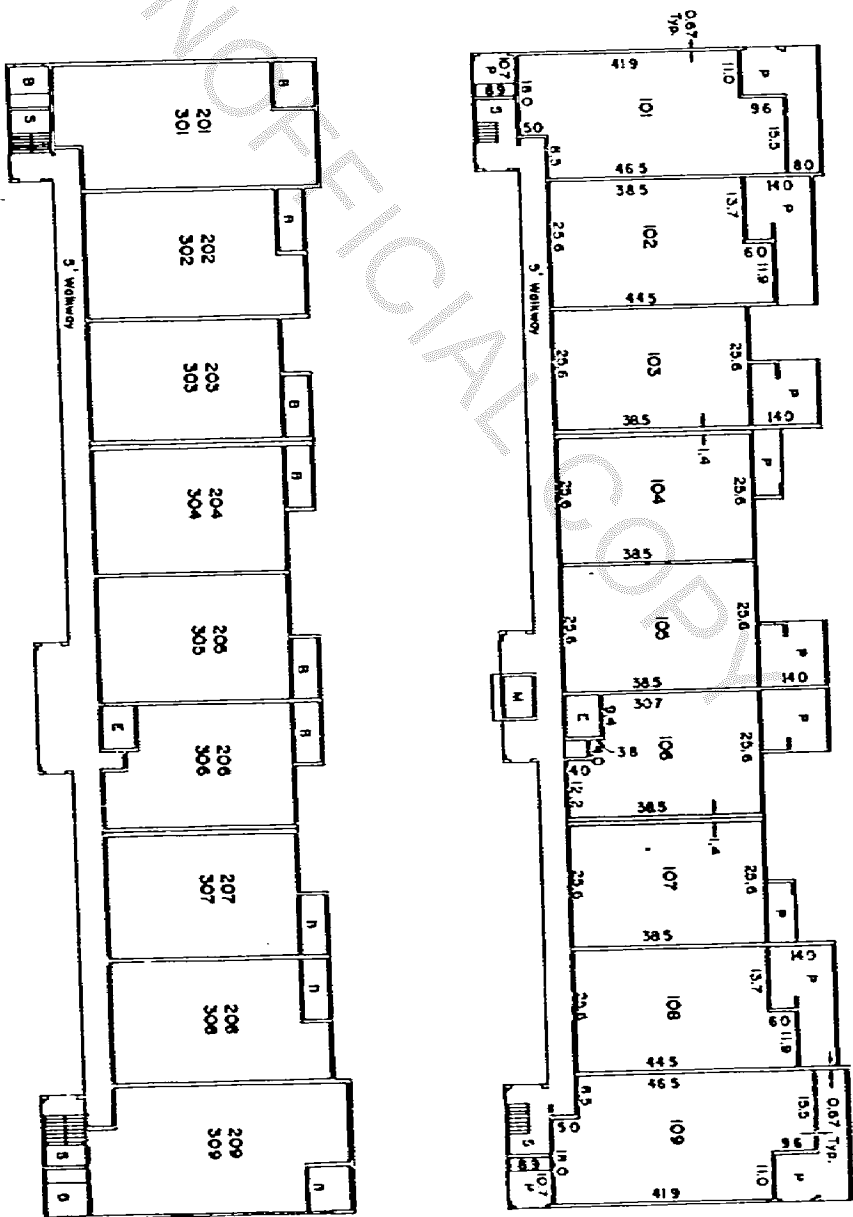
Sheet 1 of 2



THIS DOCUMENT OR A PORTION OF THIS DOCUMENT IS OF POOR QUALITY AND MAY BE ILLEGIBLE.

A PORTION OF SECTION 19, TOWNSHIP 28 SOUTH, RANGE 16 EAST, PINELLAS COUNTY, FLORIDA

# CASA DEL SOL BARCELONA A CONDOMINIUM



**FIRST FLOOR**  
Floor Elev. = 59.02  
Ceiling Elev. = 67.12

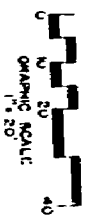
**SECOND FLOOR**  
Floor Elev. = 57.62  
Ceiling Elev. = 75.72

**THIRD FLOOR**  
Floor Elev. = 76.22  
Ceiling Elev. = 84.32  
Corridor/Floor Elev. = 83.32

**LEGEND:**  
B = BALCONY (SCREENED)  
E = ELEVATOR  
M = ELECTRICAL  
P = PANEL (SCREENED)  
S = STAIRS  
FLOOR UNIT NUMBER

**NOTES:**  
1. All Elevations are based on National Vertical Control (N.V.C.) Datum.  
2. All interior boundary walls are common elements and are 0.67' wide unless shown otherwise.

Prepared By:  
GUYER AND FAIR INC.  
REGISTERED PROFESSIONAL ARCHITECTS  
CLEARWATER, FLORIDA  
33575



Sheet 2 of 2

# State of Florida



Department of State

*I certify that the attached is a true and correct copy of the Articles  
of Incorporation of*

CASA DEL SOL BARCELONA ASSOCIATION, INC.

*a corporation organized under the Laws of the State of Florida,  
filed on*

August 31, 1984

*The charter number for this corporation is*

N04943

Given under my hand and the  
Great Seal of the State of Florida,  
at Tallahassee, the Capital, this the  
31st day of August, 1984



*George Firestone*

George Firestone  
Secretary of State

WP-104 CER-101

EXHIBIT "B"

This Instrument Prepared By: G. PENFIELD JENNINGS, of FREEBORN, JENNINGS & RUGGLES, P. O. Box 1194 Dunedin, Fla. 33528

FILED  
12 11 PM '84  
OFFICE OF STATE  
CLERK, FLORIDA

ARTICLES OF INCORPORATION  
FOR  
CASA DEL SOL BARCELONA ASSOCIATION, INC.

The undersigned parties do hereby associate themselves for the purpose of forming a corporation not for profit under the laws of the State of Florida established with the structure set forth below.

ARTICLE I

Name and Principal Place of Business

The name of the corporation is CASA DEL SOL BARCELONA ASSOCIATION, INC., and its principal place of business shall be: 990 Broadway, Dunedin, Florida 33528.

ARTICLE II

Purpose

The Corporation is organized as a Condominium Association to provide for the operation of CASA DEL SOL BARCELONA, A CONDOMINIUM, which shall exist according to the Declaration of Condominium to be recorded in the Public Records of Pinellas County, Florida. The Corporation is organized for the principal purpose of providing a convenient means of administering and managing the Condominium property and common elements of this Condominium.

ARTICLE III

Powers

The Corporation shall have the following powers:

A. All of the common law and statutory powers of a Corporation Not For Profit under the laws of the State of Florida.

B. All powers and authority which are now or may hereafter be granted to a Condominium Association under the Condominium Act of the laws of the State of Florida, not inconsistent with the Declaration of Condominium of CASA DEL SOL BARCELONA, A CONDOMINIUM.

C. All powers and authority granted to it under and by virtue of the terms of the described Declaration of Condominium.

D. To enforce by legal means the provisions of the Condominium Documents, these Articles, the By-Laws of the Association and the Rules and Regulations for the use of the property of CASA DEL SOL BARCELONA, A CONDOMINIUM.

E. To contract for the management and maintenance of the Condominium.

F. To hold all funds and the titles to all property acquired by the Association and the proceeds thereof in a fiduciary capacity only for the benefit of the members in accordance with the provisions contained herein and in the said described Declaration of Condominium.

G. The Association shall make no distribution of its income to its members, directors or officers other than through payment of reasonable compensation for services rendered.

EXHIBIT "B"

FREEBORN, JENNINGS & RUGGLES  
ATTORNEYS AT LAW DUNEDIN, FLORIDA

**ARTICLE IV**

Term

The existence of the Corporation shall be perpetual unless the described Condominium shall be terminated; and in the event of such termination the Corporation shall be dissolved in accordance with law.

**ARTICLE V**

Membership and Voting

A. The members of the Association shall consist of all of the record owners of Condominium Apartments in CASA DEL SOL BARCELONA, A CONDOMINIUM, and after termination of the Condominium, shall consist of those parties who are members at the time of such termination and their successors and assigns.

B. Change of membership in the Association shall be established by recording in the Public Records of Pinellas County, Florida a deed or other instrument establishing record title to a Condominium Apartment, and delivering to the Association a copy of such instrument. The owner designated by such instrument shall thereupon become a member of the Association, and membership of the prior owner shall be terminated.

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

D. Each owner or owning entity of each Condominium Apartment shall be entitled to at least one (1) vote as a member of the Association. The exact number of votes to be cast by owners of an Apartment and the manner of their exercising voting rights shall be determined by the By-Laws of the Association.

**ARTICLE VI**

Board of Directors

A. The affairs of the Association shall be managed by a Board of Directors consisting of the number of Directors determined by the By-Laws, but not less than three (3) persons. The initial members of the Board of Directors need not be members of the Association.

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

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

Daniel A. Engelhardt, 990 Broadway, Dunedin, Florida 33528  
Steve Engelhardt, 990 Broadway, Dunedin, Florida 33528  
G. Penfield Jennings, 960 Bayshore Blvd., Dunedin, Florida 33528

D. Unit Owners other than PINELLAS CASA DEL SOL, LTD., the Developer of CASA DEL SOL BARCELONA, A CONDOMINIUM, shall be entitled to elect Directors in accordance with the following schedule:

When unit owners other than the Developer own fifteen percent (15%) or more of the units to be constructed in the Condominium, those unit owners shall be entitled to elect not less than one-third (1/3) of the members of the Board of Directors. Unit owners other than the Developer shall be entitled to elect not less than a majority of the members of the Board of Directors:

1. Three years after fifty percent (50%) of all the units in all phases to be constructed have been conveyed to purchasers.
  2. Three (3) months after ninety percent (90%) of all the units in all buildings to be constructed have been conveyed to purchasers.
  3. When all the units in all buildings to be constructed have been completed, some of them have been conveyed to purchasers, and none of the others are being offered for sale by the Developer in the ordinary course of business.
- E. When some of the units have been conveyed to purchasers and none of the others are being constructed or offered for sale by the Developer in the ordinary course of business.
- F. The Developer shall be entitled to representation on the Board of Directors in accordance with the provisions of Section 718.301, Florida Statutes.

#### ARTICLE VII

##### Corporate Officers and the Management of Corporate Affairs

- A. The affairs of the Association shall be administered by such officers as shall be designated in the By-Laws, but shall consist of at least the following: President, Vice President, Secretary and Treasurer. The officers shall be elected by the Board of Directors at its first meeting following the annual meeting of the members of the Association and shall serve at the pleasure of the Board of Directors.
- B. The names and addresses of the officers who shall serve until their successors are designated by the Board of Directors are as follows:
- President & Treasurer: Daniel A. Engelhardt, 990 Broadway, Dunedin, Florida 33528  
Vice Pres. & Secretary: Steve Engelhardt, 990 Broadway, Dunedin, Florida 33528

#### ARTICLE VIII

##### By-Laws

The By-Laws of the Association shall be adopted by the Board of Directors and may be altered, amended or rescinded by the Board of Directors in accordance with the provisions contained therein.

#### ARTICLE IX

##### Amendment of Articles

Amendments to these Articles of Incorporation shall be proposed and adopted in the following manner:

- A. Notice of the subject matter of the proposed amendment shall be included in the notice of any meeting at which a proposed amendment is considered.
- B. A resolution for the adoption of a proposed amendment may be proposed by either the Board of Directors of the Association or by the members of the Association. Members of the Board of Directors or members of the Association not present in person or by proxy at the meeting considering the amendment may express their approval in writing providing such approval is delivered to the Secretary at or prior to the meeting.
- C. Approval of an amendment must be by not less than seventy-five percent (75%) of the entire membership of the Board of Directors and in addition, by not less than seventy-five percent (75%) of the votes of the entire membership of



the Association; or in the alternative by not less than eighty percent (80%) of the votes of the entire membership of the Association. In addition, all amendments must be approved by at least fifty-one percent (51%) of the holders of all mortgages on the Condominium units.

D. No amendment shall make any changes in the qualifications for membership nor the voting rights of members without approval in writing by all members and the joinder of all record owners of mortgages or other interests in the Condominium Apartments, the common elements or the Condominium Properties described in the Declaration of Condominium for CASA DEL SOL BARCELONA. No amendment to the Articles of Incorporation shall be made which is in conflict with any of the laws of the State of Florida or which is in conflict with any of the terms and provisions of the Declaration of Condominium of CASA DEL SOL BARCELONA, A CONDOMINIUM, as the same shall hereafter be recorded in the Public Records of Pinellas County.

E. A copy of each amendment shall be certified by the Secretary of State and recorded in the Public Records of Pinellas County, Florida.

ARTICLE X

Subscribers

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

Daniel A. Engelhardt, 990 Broadway, Dunedin, Florida 33528  
Steve Engelhardt, 990 Broadway, Dunedin, Florida 33528  
G. Penfield Jennings, 960 Bayshore Blvd., Dunedin, Florida 33528

ARTICLE XI

Initial Registered Office and Agent

The street address of the initial registered office of this Corporation is: 1960 Bayshore Boulevard, Dunedin, Florida 33528, and the name of the individual Registered Agent of this Corporation at that address is: G. PENFIELD JENNINGS. The Corporation shall have the privilege of establishing such other branches or offices in any other location or in any other city or town in this state or any other state or country as may be approved by the Board of Directors.

IN WITNESS WHEREOF, the subscribers have hereunto affixed their hands and seals this 25<sup>th</sup> day of August, 1984.

*Daniel Engelhardt*  
\_\_\_\_\_  
DANIEL A. ENGELHARDT

*Steve Engelhardt*  
\_\_\_\_\_  
STEVE ENGELHARDT

*G. Penfield Jennings*  
\_\_\_\_\_  
G. PENFIELD JENNINGS

FILED  
AUG 31 12 12 PM '84  
SECRETARY OF STATE  
TALLAHASSEE, FLORIDA

STATE OF FLORIDA  
COUNTY OF PINELLAS

BEFORE ME, the undersigned authority, duly authorized to administer oaths and take acknowledgments personally appeared DANIEL A. ENGELHARDT, STEVE ENGELHARDT and G. PENFIELD JENNINGS, who upon being first duly sworn

by me acknowledged that they executed the foregoing Articles of Incorporation freely and voluntarily for the purposes therein expressed.

WITNESS my hand and official seal in the State and County aforesaid this 28<sup>th</sup> day of August, 1984.

*Jane A. Ware*  
NOTARY PUBLIC  
My Commission Expires: Notary Public, State of Florida  
My Commission Expires May 25, 1987  
Bredel The Top Ten Insurance, Inc.

**ACCEPTANCE OF DESIGNATION AS REGISTERED AGENT**

I HEREBY ACCEPT the designation as Registered Agent to accept service of process for the Florida Non-Profit Corporation, CASA DEL SOL BARCELONA, ASSOCIATION, INC.

*G. Penfield Jennings*  
G. PENFIELD JENNINGS

STATE OF FLORIDA  
COUNTY OF PINELLAS

BEFORE ME, the undersigned authority, duly authorized to administer oaths and take acknowledgments, personally appeared G. PENFIELD JENNINGS, to me known to be the person who executed the foregoing Acceptance of Designation as Registered Agent and he acknowledged before me that he executed the same freely and voluntarily for the purposes therein expressed.

WITNESS my hand and official seal in the State and County aforesaid this 28<sup>th</sup> day of August, 1984.

*Jane A. Ware*  
NOTARY PUBLIC  
My Commission Expires:

Notary Public, State of Florida  
My Commission Expires May 25, 1987  
Bredel The Top Ten Insurance, Inc.

FILED  
AUG 31 12 12 PM '84  
SECRETARY OF STATE  
TALLAHASSEE, FLORIDA

BY-LAWS  
OF  
CASA DEL SOL BARCELONA ASSOCIATION, INC.

ARTICLE I

Membership

All owners of Condominium Apartments in CASA DEL SOL BARCELONA, A CONDOMINIUM, shall be members of this Association. Transfers of membership shall be made only by a transfer of ownership of a Condominium Apartment. When the Association has approved of the transfer and proper notification has been furnished to it in accordance with the provisions of the Declaration of Condominium for CASA DEL SOL BARCELONA, A CONDOMINIUM, the transferee will thereupon become a member. Membership shall be held in the same manner as title to the Apartment; however, in the event ownership shall be in more than one person, all the owners shall be entitled collectively to only one (1) vote or voice in the management of the affairs of the Association, and the vote may not be divided between plural owners of a single membership. In the event the owner shall not be a natural person, the owning entity shall designate a natural person who shall be entitled to occupy the Apartment, and such natural person shall then be the designated member of the Association.

ARTICLE II

Meetings of Membership

Section 1. Annual Meeting. An annual meeting of the membership shall be held on the first Monday in December of each year, or as otherwise designated during the month of December, for the purpose of electing Directors, adopting a budget for the next ensuing year, and for transacting such other business as the members or the Board of Directors may deem appropriate.

Section 2. Special Meetings. Special meetings shall be held whenever called by the President, Vice President, or by a majority of the Board of Directors, and must be called by such officers upon receipt of a written request from ten percent (10%) of the membership of the Association.

Section 3. Notice of Meetings. Notice of all meetings, indicating the time and place and the purpose for which the meeting is called, shall be given to each member by the President, Vice President or Secretary of the Board of Directors, unless waived in writing. This notice shall be in writing to each member at his address as the same appears on the books for the Association, and shall be mailed not less than fourteen (14) days nor more than sixty (60) days prior to the date of the meeting. Notice of any meeting in which the adoption of an annual budget shall be considered shall be mailed at least thirty (30) days in advance of the scheduled date thereof. Notice shall be sent by United States Mail which need not be certified. In addition a copy of such notice shall be posted at a conspicuous place on the Condominium Property within the time period prescribed for the mailing of notice.

Section 4. Right to Vote. At any meeting of the members every member having the right to vote shall be entitled to vote in person or by proxy. Such proxy shall be valid only for such meeting or subsequent adjourned meetings thereof. All proxies shall be in writing and signed by the person entitled to vote. Where a unit is owned jointly by a husband and wife and if they have not designated one of them as a voting member, a proxy must be signed by both husband and wife.

Section 5. Quorum. A majority of the total number of the members of the Association shall be present in person or represented by written proxy to constitute a quorum at all meetings of the members for the transaction of business. If quorum shall not be present the members present in person or represented by proxy shall have the power to adjourn the meeting and reschedule the same without notice other than announcement at the meeting, until a quorum shall be present or represented. When a quorum is present, the majority of the vote of the members present in person or

-1-

EXHIBIT "C"

FREEBORN, JENNINGS & RUGGLES  
ATTORNEYS AT LAW DUNEDIN, FLORIDA

represented by written proxy shall decide any question brought before the meeting unless, by express provision of Florida Statutes, the Declaration of Condominium, the Articles of Incorporation or these By-Laws, a different vote is required, in which case such express provision shall control.

**Section 6. Waiver and Consent.** Whenever the vote of the members at a meeting is required by any provision of the Florida Statutes, the Articles of Incorporation, the Declaration of Condominium, or these By-Laws to be taken in connection with any action of the Association, the meeting and vote of members may be dispensed with if not less than three-fourths (3/4) of the members who would have been entitled to vote upon the action of such meeting shall consent in writing to such action being taken.

### ARTICLE III

#### BOARD OF DIRECTORS

**Section 1. Number and Term.** The number of directors who shall constitute the whole board shall be not less than three (3) nor more than five (5) persons, who shall each be members of the Association. However, the initial Board of Directors may consist of two (2) persons, who need not be members of the Association. A director shall be elected at the annual meeting of the members, and each director shall be elected to serve for the term of one (1) year or until his successor shall be elected and shall qualify.

**Section 2. Vacancy and Replacement.** If the office of any director becomes vacant for any reason, a majority of the remaining directors, though less than a quorum, at any regular or special meeting of directors shall choose a successor who shall hold office for the unexpired term with respect to such vacancy.

**Section 3. Removal.** Directors may be removed with or without cause by an affirmative vote or an agreement in writing of a majority of the members. Special meetings for this purpose may be called upon petition of ten percent (10%) of the unit owners, giving notice as required under these By-laws. In the event of the removal of a director, the vacancy shall be filled in the manner set forth by the preceding paragraph.

**Section 4. Powers of the Board of Directors.** The property and business of the Association shall be managed by the Board of Directors, who may exercise all corporate powers not specifically prohibited by statute, the Articles of Incorporation or the Declaration of Condominium to which these By-Laws are annexed. The powers of the Board of Directors shall specifically include but not be limited to the following items:

A. To make and collect assessments and establish the time within which payment of the same are due.

B. To use and expend the assessments collected; to maintain, improve, replace and preserve the Condominium Property not under the exclusive responsibility of Unit Owners; and to purchase, lease or otherwise obtain equipment, materials and supplies appropriate for such purposes.

C. To enter into and upon individual Condominium Units when necessary and at as little inconvenience to the owner as possible in connection with the duties described in the preceding paragraph.

D. To make and amend rules and regulations for the use of the Condominium Property, personal property and common elements of the Condominium.

E. To approve and disapprove proposed purchasers, lessees and mortgagees of apartments in the manner provided for by the Declaration of Condominium.

F. To contract for management of the Condominium.

G. To enforce by legal means the provisions of the Condominium Declaration, the Articles of Incorporation, these By-Laws and the Rules and Regulations adopted by the Board of Directors of the Association.

H. To pay all taxes and assessments which may become liens against any part of the Condominium Property other than individual apartments, and to assess the same against the members.

I. To carry insurance for the protection of apartment owners and the Association against loss or damage by casualty, and liabilities, and for such other protection as the Board of Directors may deem appropriate.

J. To employ personnel for reasonable compensation to perform the services required for the proper administration of this Condominium or the Association.

Section 5. Meetings.

A. The first meeting of the Board of Directors shall be held immediately upon adjournment of the meeting of the membership at which the Board is elected, provided a quorum shall then be present, or as soon thereafter as may be practicable. The annual meeting of the Board of Directors shall be held at the place designated for the meeting of the general members, and immediately after the adjournment of the same.

B. The Board of Directors may establish a schedule of regular meetings to be held at such time and place as it may designate. Notice of such regular meeting shall, nevertheless, be given to each Director personally or by mail, telephone or other appropriate method, at least five (5) days prior to the date named for the meeting.

C. Special meetings of the Board of Directors may be called by the President on three (3) days notice to each Director. Special meetings shall be called by the President or Secretary in a like manner and on a like notice upon the written request of two (2) or more Directors.

D. At all meetings of the Board, a majority of the Directors shall be necessary to constitute a quorum for the transaction of business.

ARTICLE IV

Officers

Section 1. Executive Officers. The executive officers of the Association shall be a President, a Vice President, a Secretary and a Treasurer, all of whom shall be Directors. After the election of the first Board of Directors, all officers shall be elected by a majority of the members of the Board of Directors, and no person shall hold more than one office at any one time.

Section 2. The President. The President shall be the chief executive officer of the Association. He shall have all of the powers and duties which are usually vested in the office of the President of a corporation, including but not limited to the power to appoint committees from among the members as he may in his discretion determine appropriate to assist in the conduct of the affairs of the Association.

Section 3. The Vice President. The Vice President shall exercise all powers and duties of the President in his absence and shall exercise such powers and perform such other duties as shall be prescribed by the Directors.

Section 4. The Secretary. The Secretary shall keep minutes of all proceedings of the Directors and of the members of the Association. He shall issue and cause to be served all required notices. He shall have custody of the seal of the Association and shall affix the same to instruments requiring such, when duly signed.

He shall keep the records of the Association and perform such other duties incident to the office of secretary of an Association or as may be required by the Directors.

Section 5. The Treasurer. The Treasurer shall have custody of the Association's property, funds and securities, and shall keep full and accurate accounts of receipts and disbursements in books belonging to the Association and shall receipt and deposit all monies and other valuable effects in the name of and to the credit of the Association in such depositories as may be designated from time to time by the Board of Directors.

The Treasurer shall disburse the funds of the Association as may be required by the Board of Directors, and shall render to the Board at regular meetings or whenever required, an account of all transactions and of the financial condition of the Association. The Treasurer shall promptly report to the Board of Directors all delinquencies of members in the payment of assessments levied by the Association.

Section 6. Removal and Vacancies. Any officer elected or appointed by the Board of Directors may be removed for cause at any time by the affirmative vote of a majority of the whole Board of Directors. If the office of any officer shall become vacant, the remaining Directors by majority vote may choose a successor or successors who shall hold office for the unexpired term.

Section 7. Resignations. Any officer or any director may resign his office at any time, such resignation to be made in writing and to take effect from the time of its receipt by the Association, unless some time shall be fixed in the resignation, and then from that date. The acceptance of a resignation shall not be required to make it effective.

#### ARTICLE V

##### Finances

Section 1. Fiscal Year. The fiscal year of the Association shall be the calendar year. The Board of Directors is expressly authorized to change this fiscal year at any time for the convenience of the Association.

Section 2. Adoption of Budget. The Board of Directors of the Association shall adopt a budget for each calendar year which shall contain the items required to be budgeted under the Condominium Act of the State of Florida, and notice thereof shall be furnished to each unit owner as required by such statute.

Section 3. Method of Collection of Assessments. When adopted, the budget shall be reduced to a monthly amount per apartment, which shall be computed on the basis of the provisions of the Declaration of Condominium. Each apartment owner shall be notified of such amount, and the same shall be due and payable on the first of each month, in advance, to the Association or its management company delegate, without notice. Special assessments made in accordance with the provisions of the Declaration of Condominium and these By-Laws shall be due and payable in the manner provided by the Board of Directors of the Association.

Section 4. Accounting. The Association shall maintain accounting records according to good accounting practices, which shall be open to inspection by unit owners or their authorized representatives with written authorization at reasonable times, and written summaries of such accounting records shall be supplied annually to the unit owners or to their designated representatives. Such records shall include a record of all receipts and expenditures of the Association and an account for each unit or apartment which shall designate the amount of each assessment, the dates and amounts on which the assessments shall become due, the amounts paid on the account and the balances due at any period.

Section 5. Fidelity Bonds. Fidelity bonds may be required by the Board of Directors from any officers and employees of the Association, and from any contractor handling or responsible for the Association funds. The amount of such bond shall be determined by the Directors, and the premiums shall be paid by the Association.



Section 6. Use of Common Surplus. The Association shall make no use of common surplus, except for the common benefit of the members, and upon authority of their vote. Voting authority shall be granted by a majority vote except where funds are to be spent for alterations, improvements, deletions or additions to the common elements or the Condominium property, for which the provisions of the Declaration of Condominium require a greater vote, in accordance with the provisions of the Declaration.

**ARTICLE VI**

Legal Actions

All attorneys fees and court costs, whether incurred for trial or appellate litigation, or otherwise, which shall be incurred by the Association, its officers and its Board of Directors, whether individually or in their representative capacities, shall be assessable against the members as an ordinary expense of the Association.

**ARTICLE VII**

Arbitration

If there shall be operational, an agency of the State of Florida for the voluntary arbitration of internal disputes among unit owners, the Association, or other associations within the Condominium Community, or their agents and assigns, the parties in dispute may agree to submit their dispute to the arbitration agency for determination. Decisions of the agency shall not preclude the submitting parties from seeking further resolution through civil court proceedings de novo, but any final arbitration decision shall be admissible as evidence in such proceeding.

**ARTICLE VIII**

Amendment of By-Laws

The By-Laws of the Association may be altered, amended or repealed at any regular or special meeting of the members, by a vote of two-thirds (2/3) of all members of the Association and at least fifty-one percent (51%) of all Mortgagees holding mortgages on units within the Condominium, unless a greater percentage vote is required pursuant to the Articles of Incorporation or Florida Statutes, and provided that notice of said membership meeting has been given in accordance with these By-Laws, and that the notice as aforesaid shall contain a full statement of the proposed amendment drafted in accordance with the provisions of Florida Statutes. Amendments to the By-Laws shall be effective upon enactment without recordation of the same; however, recordation shall be made as required by law.

These By-Laws shall be effective as of the date and time on which the corporation commenced its legal existence.

CASA DEL SOL BARCELONA  
ASSOCIATION, INC.

By:   
President

**RULES AND REGULATIONS**  
for  
**CASA DEL SOL BARCELONA, A CONDOMINIUM**

The following Rules and Regulations have been adopted by the Association to assure residents that the Condominium Property will be used in a manner providing the greatest benefit and enjoyment for all persons. These Rules and Regulations are required to be observed by all residents and guests, and provisions for their strict enforcement are established in the Declaration of Condominium and under the laws of the State of Florida.

1. Noise levels must be kept within acceptable standards at all times, and during the hours of 10:00 p.m. through 10:00 a.m. conversation levels and volume levels of electronic equipment and musical instruments must be kept so that the same cannot be heard outside the Apartment. All rooms other than the kitchen and bath must be fully carpeted.
2. Each occupant shall be required to maintain his Apartment in good condition and repair at all times. Occupants are reminded that the grounds outside of each Apartment are common elements under the Declaration of Condominium, and do not belong to the adjoining Apartment Owner. Occupants shall not store or otherwise leave their personal property lying about these grounds.
3. Occupants may make additional plantings within the landscaped areas surrounding the Apartment, however, maintenance and damage to such plantings shall not be the responsibility of the Association or its management contractor. Further, any additional plantings may be made only with the consent of the Association or the management contractor, and must be maintained by the occupant in a manner acceptable to the Association. Additional plantings, when made, will become a part of the common elements of the Condominium.
4. Porches, patios and balconies shall not be used for the storage of personal property or for hanging or cleaning garments or other household items. No drying of laundry will be permitted outside of the Apartments or in the court yards or patios. These areas must be kept in a clean and neat appearance at all times whether or not they are enclosed.
5. Each Apartment may be used only as a residence for one family containing no persons under the age of sixteen (16) years, and for no other purpose whatsoever. Children under such age are welcome in the Condominium and there is no desire to restrict their normal activities. Nevertheless, children are required to observe the same restrictions as apply to adults, and adult residents with whom children are visiting will be held responsible for the children's observance of these Rules and Regulations.
6. A dog, cat or other domestic pet animal may be permitted to be kept within each apartment, upon the written approval of the Developer, while it is marketing units within the condominium, and thereafter, by the Association. In granting or denying applications, consideration shall be given to the size and type of pet and other relevant circumstances, to determine its suitability to apartment living and the likelihood of disturbance to others. If the Association shall find any pet animal to be objectionable, or detrimental to the rights and interests of other occupants, it shall have full authority to compel the eviction and removal of the pet by any lawful means. By keeping a pet within the Condominium, the pet owner assumes full and total responsibility for all injuries, damages, costs and expenses cause by the pet to any party or to the Condominium property. Pets shall be leashed and under command at all times while within the Condominium property, and shall only be walked in areas designated by the Association for this purpose. Pet owners shall remove all excrement from these areas, as and when left by the pet.
7. No antennas may be installed upon the exterior of any building without the prior written consent of the Association or its Management Contractor. No signs advertisings or notices of any kind shall be displayed on the exterior of any Apartment, nor shall the same be posted or displayed in a manner as to be visible from

the exterior of any Apartment. This prohibition shall expressly apply to "For Rent" or "For Sale" signs. However, each Apartment Owner may identify his Apartment by a name plate of a size approved by the Association or its Management Contractor and mounted in an approved place.

8. Garbage and trash shall be disposed of only in areas designated for such use by the Association or its Management Contractor or in receptacles supplied by the Association.

9. The Association has the sole responsibility for the maintenance and repair of the Apartment Building, except for interior portions of apartments, and doors, glass, and screen installations. No owner or occupant shall make any exterior repair, modification or painting, without the prior written approval of the Condominium Association or the Management Contractor. No exterior enclosures, storage sheds or other structures whatsoever may be installed in or constructed upon the common area or balconies. Enclosures and structures may be installed within the patio areas of first floor apartments with the prior written approval of the Association and the Developer being first obtained, in accordance with the provisions of the Declaration of Condominium.

10. The care and maintenance of the Condominium Property has been contracted through a Management Contractor. No owner or occupant shall attempt to direct, supervise or assert any control whatsoever over the employees of the Management Contractor or to otherwise interfere with the contractor's maintenance responsibilities. All requests for service, care and maintenance of the Condominium Property or the recreational areas shall be made to the Management Contractor in writing.

11. All official notices of the Association shall bear the signature of an officer and the official seal of either the Association, or, in the alternative, the Management Contractor. No member shall make, circulate or post notices of any kind or type whatsoever which purport or represent to be an official notice of the Association or its Management Contractor. Notices of a social nature may be freely circulated, however, such notices must bear the signature of the party circulating the same, and such party shall be fully responsible for their contents.

12. The recreation facilities and common areas within the CASA DEL SOL Community will be used in such manner as will respect the rights of all community residents. Use of the recreational facilities will be controlled by Rules and Regulations issued from time to time by the Developer, until such facilities and areas are conveyed to the Association; and thereafter, by the Associations through majority vote of their several Boards of Directors. In general, the use of the recreational facilities will be prohibited between the hours of 11:00 p.m. and 8:00 a.m.

13. Occupants shall park their vehicles only in spaces or driveways which are available for use in connection with their Condominium Apartment. No occupant's vehicle shall be parked in the common roadways or in such a manner as to impede or prevent ready access to another occupant's parking space or driveway. Occupants must not permit their guests, tenants, licensees or invitees to park vehicles in the driveways or parking areas of other owners. Driveways, garages and parking areas are intended for the parking of private transportation vehicles and shall not be used for the storage or parking of recreational vehicles, commercial vehicles, equipment or craft. Occupants may not repair or service their vehicles within the parking area.

14. Each Owner has the right to lease his Apartment as he shall desire, subject to the terms and conditions of this Declaration of Condominium and all exhibits and amendments thereto. However, no Apartment may be rented for a period of less than four (4) consecutive months duration. Each Owner shall be strictly responsible for the faithful observance by his Tenant of the Rules and Regulations, all governing provisions of the Declaration of Condominium, and Florida laws. In addition, every lease of an Apartment shall be subject to the provisions of the Declaration and all other instruments of record pertaining thereto, and all Rules, Regulations and lawful instructions of the Association and its agent, and all Tenants must comply with them. The failure of a Tenant to so comply shall entitle the Association to evict the Tenant and to maintain directly against the Tenant any cause of action which the Association would have against an Owner for such noncompliance

by Owner. The Tenant shall be liable to pay all costs and expenses which the Association shall incur in taking such action, including its attorney's fees, and if the Tenant shall fail to pay such costs and expenses, the Owner shall be liable to pay them, and the Association shall have all lien rights and collection rights as are elsewhere provided in the Declaration for the collection of Assessments, including the late penalty for non-payment. These provisions shall not in any way limit or relieve the Owner from any cause of action which the Association shall have against the Owner as a consequence of his Tenant's noncompliance. Prior to entering any lease agreement with a Tenant, the Owner shall furnish to the Association or its agent such information concerning the Tenant and the lease terms as the Association may require for its purpose. All leases must contain and shall be deemed to contain the terms and provisions set forth in this paragraph.

15. No fences, walls or hedgerows may be constructed upon any Lot without the prior written approval of the Architectural Control Committee, except those which have been initially constructed by the Developer.

16. Carports shall be maintained in a good state of repair and appearance at all times, by the Owner or Owners thereof. Failure to do so shall entitle the Association to all rights and remedies provided for in the Declaration of Covenants, Easements and Restrictions.

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