

CLERK OF CIRCUIT
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DECLARATION OF CONDOMINIUM

ISLAND INN, A CONDOMINIUM

ARTICLE I

SUBMISSION STATEMENT

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

ARTICLE II

NAME

The name by which this Condominium is to be known and identified is ISLAND INN, A CONDOMINIUM.

01 Cash 11 Chg
40 Rec 156.00
41 DS
43 Int
Tot 156.00

ARTICLE III

LAND

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

See Exhibit "A"

ARTICLE IV

IDENTIFICATION OF UNITS

The Condominium property consists of the land described in Article III hereof and all easements and rights appurtenant thereto, together with the buildings and other improvements constructed thereon, which includes the units, common elements and limited common elements as reflected on the condominium plat incorporated herein by reference. In addition, the Condominium property shall include as common elements and/or to be treated as common elements any interest in real property acquired by the Condominium Association in accordance with the provisions of Article XXV entitled "RECREATIONAL FACILITIES" herein contained. The principal improvements on the real property submitted herewith to condominium ownership consist of one (1) six (6) story building containing one hundred one (101) efficiency motel condominium units, a restaurant and lounge, a meeting room, a lobby area, an office, a gift shop, a snack bar, a laundry, and a swimming pool and a pool deck area. The restaurant and lounge, meeting room, office, snack bar and laundry shall each be commercial condominium units. For purposes of this Declaration, an efficiency is a motel unit containing one bathroom and one room

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401 D FOR: H. F. Martek CO.

PROSPECTUS EXHIBIT 2
DECLARATION

CONDOMINIUM PLAT PERTAINING HERETO ARE FILED IN CONDOMINIUM PLAT BOOK 43 PG 61 THRU 69 INCL.

GOZA, HALL, PEACOCK AND PETERS, P. A., ATTORNEYS AT LAW, CLEARWATER, FLORIDA

that serves as a living room, bedroom and kitchen.

Each of the building's efficiency motel condominium units, the restaurant and lounge, meeting room, office, snack bar and laundry, each of which is declared to be a condominium unit, is designated by a three-digit identifying number. The first digit designates the floor upon which the unit is located. The second and third digits identify the particular condominium unit involved. For example, Unit 309 is on the third floor and is the ninth condominium unit on that floor. The location of each unit can be determined from the survey attached hereto as Exhibit B.

The Developer retains the right to convey the restaurant and lounge, unit 614, meeting room, unit 620, laundry, unit 221, snack bar, unit 102, or office, unit 101, to the Condominium Association, in which event they shall become common elements owned by all other unit owners in their respective percentage of ownership of common elements. The Developer further retains the right to convert the restaurant and lounge, unit 614, meeting room, unit 620, and laundry, unit 221, into not more than an additional thirteen (13) motel condominium units. This right of the Developer is discussed in more detail in Article XXIV of this Declaration.

The patios abutting each efficiency motel condominium unit are limited common elements appurtenant to the unit to which they abut, the use of which is restricted to the unit to which they are appurtenant. The nine (9) parking spaces immediately south of the lobby area are limited common elements appurtenant to units designated by the Developer, the use of which is restricted to those units. The double-face metal sign approximately 12 feet by 10 feet on the east boundary of the condominium property directly east of unit 215 is a limited common element of the office, unit 101, the use of which is restricted to said unit 101. The double-face metal sign approximately 6 feet by 6 feet on the east boundary of the condominium property directly east of unit 215 is a limited common element of the restaurant, unit 614, the use of which is restricted to said unit 614. The expense of maintenance of the two before-mentioned signs shall be borne by the unit to which they are assigned. The areas, rooms and spaces which are not within the boundaries of a condominium unit are common elements or limited common elements and shall be used, occupied, dealt with and managed as provided for in The Condominium Act and hereafter in this Declaration of Condominium.

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

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

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ARTICLE V

SURVEY, PLOT PLAN, AND GRAPHIC
DESCRIPTION OF IMPROVEMENTS

There is attached hereto as an exhibit and made a part hereof and recorded simultaneously herewith, a Survey, Plot Plan and Graphic Description of Improvements mentioned above, showing the units, common elements and limited common elements, their location and approximate dimensions in sufficient detail to identify them, and said Survey, Plot Plan and Graphic Description of Improvements and the notes and legends appearing thereon are made a part hereof and shall be deemed and identified as Exhibit B to this Declaration. Said Exhibit B has been certified to and in the manner required by Section 718.104(4)(e), Florida Statutes, The Condominium Act.

ARTICLE VI

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

The percentage of ownership of the common elements, which shall also be the percentage of sharing common expenses and the percentage of owning common surplus, appurtenant to each unit is attached hereto and made a part hereof as Exhibit C. Anything contained herein to the contrary notwithstanding, the restaurant and lounge, Unit 614, has a separate electric meter, and the meeting room, Unit 620, uses only a negligible amount of electricity; therefore, the restaurant and lounge, Unit 614, and the meeting room, Unit 620, do not contribute any portion of the electrical expenses of the Association. The condominium building has one (1) electric meter for the entire building with the exception of the restaurant and lounge, Unit 614. The restaurant and lounge, Unit 614, pays for its water and sewer expenses separately and does not contribute to the water and sewer expenses of the Association. The restaurant and lounge, Unit 614, and the meeting room, Unit 620, arrange for their own trash collection and do not contribute to the trash collection expenses of the Association. The restaurant and lounge, Unit 614, the laundry, Unit 221, the meeting room, Unit 620, and the snack bar, Unit 102, do not utilize the swimming pool and do not contribute to the fuel expenses of the swimming pool.

ARTICLE VII

CONDOMINIUM ASSOCIATION

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

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in the execution of such amendment.

The word "Association", as used in this Declaration, shall include its officers, directors, agents, assigns and employees.

ARTICLE VIII

BY-LAWS

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

ARTICLE IX

EASEMENT FOR INGRESS AND EGRESS

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

ARTICLE X

MEMBERSHIP IN THE CONDOMINIUM ASSOCIATION AND VOTING RIGHTS OF UNIT OWNERS

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

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

Subject to the provisions and restrictions set forth in the By-Laws of the Condominium Association, each condominium unit owner is entitled to one vote in the Condominium Association for each condominium unit owned by him. Voting rights and qualifications of voters and membership in the Corporation are more fully stated, qualified and determined by the provisions of the Charter of the Association and by its By-Laws, which By-Laws are attached hereto and made a part hereof as Exhibit 4. Whenever a particular numerical or percentage vote is called for or provided for in this Declaration or in the By-Laws, unless the particular provision describing the vote required shall specifically require to the contrary, the vote required shall be that percentage or fraction of the total number of votes of the condominium unit

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owners present and voting or, if the provision involved so requires, of the total number of votes entitled to be voted on the matter. Unless a particular provision shall require otherwise, a majority vote of the number of votes of unit owners present and voting and entitled to vote on any matter shall be controlling, providing a quorum is present.

The vote of the owners of a condominium unit owned by more than one person shall be cast by the person named in a certificate signed by all of the owners of the condominium unit, and filed with the secretary of the Association. If said condominium unit is owned by a corporation or other entity, then the vote shall be cast by the person named in an appropriate certificate for such person and filed with the secretary of the Association; such certificate shall be valid until revoked by a subsequent certificate. If such certificate is not on file, the vote of such owners shall not be considered in determining the requirements for a quorum, nor for any other purpose.

ARTICLE XI

AMENDMENT TO DECLARATION

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

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

C. The provision of Paragraphs A and B to the contrary notwithstanding, if it shall appear that through scrivener's error all of the common expenses or interest in the common surplus or all of the common elements in this Condominium have not been distributed in this Declaration such that the sum total of the shares of common elements which have been distributed or the shares of the common expenses or

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ownership of common surplus fails to equal 100%; or, if it shall appear that through such error more than 100% of the common elements or common expenses or ownership of the common surplus shall have been distributed; or, if it shall appear that through scrivener's error a unit has not been designated an appropriate undivided share of the common elements, common expense or common surplus; or, if it appears that there is an omission or error in this Declaration or in any of the Condominium Documents required by Law to establish this Condominium, the Condominium Association may correct the error and/or omission by an amendment to this Declaration and/or the other Documents by simple resolution of the Board of Directors of the Condominium Association approved by a majority of the whole number of Directors or by a majority vote of the unit owners voting at a meeting of unit owners (members of the Association) called at least in part for that purpose, at which a quorum is present. If such an amendment, considered and approved pursuant to this Paragraph, materially adversely affects property rights of unit owners, the unit owners whose property rights are so materially adversely affected must consent to the amendment in writing for the amendment to become effective. If the amendment, considered and approved pursuant to this Paragraph modifies the shares of common expense, common elements or common surplus appurtenant to one or more units, then the owners of the units and the owners of liens upon the units for which changes in the shares of common elements, common expense or common surplus are being made must consent in writing to such amendment for such amendment to be effective. For the purpose of this Paragraph, no unit owner's property rights shall be deemed to be materially adversely affected nor shall his share of the common elements, common expense or common surplus be deemed modified for reason of the modification of the shares of common expense, common elements or common surplus appurtenant or attributable to another unit.

ARTICLE XII

RESTRICTIONS

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

- A. No unit shall be used for any purpose other than as a separate and distinct commercial motel rental unit. This provision cannot be amended without the unanimous consent of all unit owners and mortgagees.
- B. Unit owners are responsible for the rental of their individual units, as well as the control of their tenants and guests.
- C. All unit owners shall keep and maintain the interior of their respective units in good condition and repair, including the entire air conditioning system (compressor, ducts, vents, etc.) servicing the respective owners' condominium units, whether inside or outside owners' condominium units, and the interior wall, ceiling and floor surfaces.
- D. Without prior written approval of the Board of Directors of the Association, no unit owner shall cause any sign of any nature whatsoever to be posted or affixed to any of the common elements, or in his respective unit, if such sign

may be seen from any portion of the common elements.

E. A unit owner shall be liable to the Association for damage to the common elements caused by the unit owner, or the invitee, lessee or tenant of the unit owner. Each unit owner agrees to use the common elements only in accordance with such reasonable rules and regulations as are promulgated from time to time by the directors of the Association for the use thereof.

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

G. No clothing, bedding or other similar items shall be dried or aired in any outdoor area, nor shall same be dried or aired in any unit where such clothing, bedding or other similar items may be seen from the common elements.

H. All garbage or trash shall be placed in sealed plastic bags and placed in the disposal installations provided for such purposes by the Association.

I. No occupant may make or permit any disturbing noises in the building or on the condominium property, whether made by himself, his family, friends, guests or servants, nor do or permit anything to be done by such persons that would interfere with the rights, comfort or other conveniences of other occupants. No occupant may play or suffer to be played any musical instrument, phonograph, radio or television set in his condominium unit or on or about the condominium property between the hours of 12:30 A.M. and the following 8:00 A.M., if the same shall in any manner disturb or annoy the other occupants of the condominium.

J. No alteration of, or addition to, a unit shall be made, nor shall the color of the exterior of a unit be changed, including the exterior portion of the unit that is within the patio enclosure, without the prior approval of the Board of Directors of the Association, or such other body as the Board of Directors may designate (the "approving body"). The approving body may base its approval or disapproval on considerations of safety, health, esthetics or such additional or alternative criteria as may be established by the Board of Directors.

K. No pets may be brought onto or maintained on the condominium property or any individual unit.

L. Unit owners shall conserve electricity and do hereby grant the Condominium Association, its agents and employees, the right to enter into each condominium unit for the purpose of controlling or eliminating any wasteful use of electricity.

M. Unit owners must provide for pest control in their individual units if the Condominium Association does not do so as part of the common expenses.

N. Unit owners will comply with rules and regulations of any federal, state or local governmental agency which exercises authority over the condominium property.

O. All commercial vehicles of any kind or description, campers, boats and boat trailers, and trailers are specifically prohibited from any portion of the condominium property, unless placed in a proper parking area designed to park these vehicles. No vehicles shall be stored on the

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premises.

In the event a unit owner is in violation of the terms and provisions of any of the foregoing restrictions and, after notification by the Board of Directors, continues to violate such restriction, such unit owner shall pay for the costs and expenses, including reasonable legal fees of legal proceedings brought to enforce the violated restriction, together with reasonable attorney's fees for any appellate proceedings, provided that the party seeking to enforce the restriction has been successful in the litigation.

The Association shall have the right to make and amend reasonable rules and regulations consistent with standard practices of the motel industry in the Pinellas County area, respecting the use of the Property in the Condominium as is provided for in the Articles.

ARTICLE XIII

CONVEYANCES

In order to assure a community of congenial residents and occupants and protect the value of the units and to further the continuous harmonious development of the condominium community, the sale and mortgage of condominium units shall be subject to the following provisions which shall be covenants running with the land so long as the Condominium Property shall be subject to the condominium form of ownership under the laws of the State of Florida:

A. In the event of an attempted conveyance in contravention of the directions herein contained, the Condominium Association shall have the right to enforce these provisions by legal proceedings, by injunctive proceedings, or by any legal means calculated to produce compliance.

B. A unit owner intending to make a bona fide sale of his parcel or any interest therein shall give to the Association a written notice of his intention to sell, together with the name and address of the intended purchaser, and such other information as the Association may reasonably require, and the terms of the proposed transaction. The giving of such notice shall constitute a warranty and representation by the unit owner that he believes the proposal to be bona fide in all respects.

C. No sale, transfer or conveyance of a condominium unit shall be valid without the approval of the Condominium Association except in the cases elsewhere provided in this Declaration, which approval shall not be unreasonably withheld. Approval shall be in recordable form, signed by an executive officer of the Association and shall be delivered to the purchaser and made a part of the document of conveyance.

D. Failure of the Association to act in thirty (30) days shall be deemed to constitute approval in which event the Association must on demand prepare and deliver approval in recordable form.

E. The provisions of this Article XIII shall apply to original and all successive sales, transfers or assignments.

F. No unit owner shall sell nor shall approval be given until and unless all assessments past and due are paid or their payment provided for to the satisfaction of the Association and unless the proposed purchaser can qualify as to the use restrictions.

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G. When a unit owner shall rent or lease his unit, he shall remain liable for the performance of all agreements and covenants in the Condominium Documents and shall be liable for the violations by his lessee or tenant of any and all use restrictions.

H. Every purchaser, lessee or tenant who acquires any interest in a condominium unit shall acquire the same subject to this Declaration, the provisions of the By-Laws of the Condominium Association, and the provisions of The Condominium Act.

I. Should any condominium unit at any time become subject to a mortgage or similar lien given as security, in good faith and for value, the holder thereof (hereinafter called the "Mortgagee"), upon becoming the owner of such interest through foreclosure of that mortgage or deed in lieu of foreclosure, shall have the unqualified right to sell, lease or otherwise dispose of said unit, including the fee ownership thereof, without complying with the provisions of Paragraphs C through F above; provided, however, that in all other respects the provisions of this Declaration, the By-Laws of the Association and the provisions of The Condominium Act shall be applicable thereto; and provided further that nothing herein contained shall be deemed to allow or cause a severance from the condominium unit of the share of the common elements and limited common elements or other appurtenances of said unit. Once the Mortgagee mentioned above has sold, transferred or conveyed his fee simple interest to any person whomsoever, the provisions of Paragraphs C through F above shall again be fully effective with regard to subsequent sales or conveyances of said unit.

ARTICLE XIV

RIGHTS OF HEIRS AND DEVISEES OF DECEASED UNIT OWNERS

A. If the owner of a condominium parcel should die and the title to the parcel shall pass to his surviving spouse or to any member of his family regularly in residence with him in his home prior to this death, who is over the age of eighteen (18) years, then such successor in title shall fully succeed to the ownership, rights, duties and obligations of the unit owner, the provisions of Article XIII of this Declaration notwithstanding.

B. If the title to the condominium parcel of such deceased owner shall pass to any person, other than a person or persons designated in Paragraph A above, then within ninety (90) days of such person or persons' taking title of the parcel of the deceased owner, he shall advise the Association in writing of his intention of retaining ownership of the parcel and of his or their current address. The Association shall have thirty (30) days thereafter to advise said person or persons in writing, delivered or mailed to the said current address, whether his or their ownership of the parcel is approved. The failure of the Association to give such advice within the said thirty (30) days shall be deemed automatic approval. If the Association does not approve the ownership of the parcel by said person or persons and so notifies them, said person or persons shall retain title only until the Association or such other person or persons shall have procured a purchaser acceptable to their Association for said parcel at a fair market value therefor, established by the Association, which value shall be conclusive upon all persons for all purposes unless grossly inadequate or fraudulent. Thereupon, the person or persons having title to said parcel shall execute such papers

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and documents as the Association may require to effect the transfer of title, possession and occupancy of the parcel to such purchaser, which purchaser may be the Association.

C. Nothing in this Article XIV shall be deemed to reduce, forgive or abate any amounts due the Association from the unit owner at the time of his death, nor the assessments attributable to the unit becoming due after the owner's death, all of which shall be fully due and payable as if the unit owner had not died.

D. Nothing herein shall prevent the sale and transfer of a condominium parcel by the owner thereof in the manner otherwise provided in this Declaration.

ARTICLE XV

ASSESSMENTS

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

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

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

D. Should the Association, through its Board of Directors, at any time determine that the assessments made are not sufficient to pay the common expenses, or, in the event of

emergencies, the Board of Directors shall have authority to levy and collect additional assessments to meet such needs of the Association.

E. All notices of assessments from the Association to the unit owners shall designate when they are due and payable. Assessments and installments thereof not paid when due shall bear interest from due date at the maximum rate permitted by law.

F. In the event that assessments levied against any unit owner or any installments thereof shall remaining unpaid for fifteen (15) days or more, then so long as such delinquent assessments and/or installments are not received by the Association such unpaid assessments and/or installments shall be deemed to be a common expense of the Association to be paid out of Association reserves or surplus and, in the event said reserves or surplus are exhausted, then by means of a special assessment as the Board of Directors of the Association shall determine. Nothing herein shall be deemed to forgive or abate the obligation of the delinquent unit owner to pay the amount of such unpaid assessments to the Association or to pay assessments thereafter becoming due.

ARTICLE XVI

LIEN OF THE ASSOCIATION

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

ARTICLE XVII

PROVISIONS REGARDING TAXATION

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

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

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

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GOZA, HALL, PEACOCK AND PETERS, P. A., ATTORNEYS AT LAW, CLEARWATER, FLORIDA

ARTICLE XVIII

MAINTENANCE AND REPAIRS

A. The owner of each condominium unit at his own expense shall see to and be responsible for the maintenance of his unit, its interior wall, ceiling and floor surfaces, and all equipment and fixtures therein and all limited common elements assigned to his unit, including but not limited to all air conditioning equipment (including compressors for his unit located within a unit or on the common elements), and must promptly correct any condition which would, if left uncorrected, cause any damage to another unit, and shall be responsible for any damages caused by his willful, careless or negligent failure to act. Furthermore, the owner of each unit shall at his own expense be responsible for the upkeep and maintenance, including but not limited to painting, replastering, sealing and polishing, of the interior finished surfaces of the perimeter walls, ceiling and floor which constitute the boundary lines of the unit (including the attached balconies, terraces or patios and limited common elements); and such owner shall at his own expense maintain and replace when necessary all screening within his unit and within the perimeter walls of his unit (including its attached balconies, terraces or patios and limited common elements); and all window and plate glass in windows and plate glass in the perimeter walls of the unit and its attached balconies, terraces or patios. The foregoing maintenance and repair obligation notwithstanding, the Condominium Association, its agents, directors, officers or employees, in the exercise of their discretion, may require established levels of maintenance and upkeep of the various condominium unit owners with respect to their balconies, terraces or patios and limited common elements and may reasonably regulate and control and make rules relating to the appearance, painting and decorating and utilization of the balconies, terraces or patios and limited common elements. The Condominium Association, its agents, directors, officers or employees, may likewise undertake the painting, maintenance and/or repair of all exterior walls of the Condominium, whether or not falling within a balcony, terrace or patio, balustrade or railing or limited common elements, as part of any overall program of maintenance and repair.

B. In the event of damage to an individual condominium unit or units, the Condominium Association, in its sole discretion, shall have the right, but not the responsibility, to immediately repair all or any portion of the damage, including, but not limited to, structural repair, cosmetic repair, electrical or plumbing repair to the damaged unit or units. Any expenses incurred by the Association in carrying out these repairs shall be paid by the unit owner or owners whose unit or units were repaired. If not promptly paid, these expenses shall become an assessment on the particular unit or units repaired. The assessments shall be secured by the lien rights of the Association described in Article XVI of this Declaration.

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

12 - DECLARATION

ARTICLE XIX

ALTERATION OF UNITS

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

B. Provisions of Paragraph A to the contrary notwithstanding, with the permission of the Condominium Association or of the Developer, abutting condominium motel units may be physically combined into a single unit, but they shall nevertheless, for all other pertinent purposes including but not limited to assessments, attribution of common elements and voting, be deemed separate units. Units which have been or are combined to form one unit may be severed into their component units (separate units) at any time the owner of the combined units so desires. Any construction or modification of the interior of such units as may be required to effectuate the severance of the combined units into separate units shall be subject to the approval of the Board of Directors of the Condominium Association, which approval shall not be unreasonably withheld. Such modifications for the combining or severing of combined units shall in any and all events be accomplished at the sole expense of the unit owner or owners of the combined units and not at the expense of the Condominium Association. Nothing herein shall be deemed to require the Association or the Developer to approve any structural modification which involves the weakening, movement or significant modification of any load bearing element. Furthermore, nothing herein shall be deemed to require the Condominium Association or the Developer to approve any modification which will alter the exterior appearance of the Condominium Building in which the combined units being severed into its component units is located or in which the separate units being combined are located.

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

specific designee or nominee of the Developer.

ARTICLE XX

ALTERATIONS, ADDITIONS AND
IMPROVEMENTS TO COMMON ELEMENTS

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

1. A special meeting of all of the unit owners may be called for the purpose of acting upon the proposal for such substantial alteration, improvement or addition, upon not less than ten (10) days nor more than thirty (30) days' notice.
2. A vote of the majority of the total number of votes of all members in the Association, in person or by proxy, shall be required to approve and adopt the provisions allowing such alterations, improvements or additions.
3. The cost of such alteration, improvement or addition shall be assessed and collected as a common expense and each unit owner shall bear the same portion or share of such cost as is the share of common elements appurtenant to his unit, as such shares are set forth in Article VI of this Declaration.
4. The Developer, or its assigns, shall have the right to make additional improvements, additions, and alterations at his own discretion, without the approval of the Association so long as the Developer owns any units in this Condominium.

ARTICLE XXI

LIABILITY INSURANCE

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

A unit owner shall be liable for injuries or damages resulting from an accident in his own unit to the same extent and degree that the owner of a house would be liable for an accident occurring within the house. If there shall become available to Condominium Associations a program of insurance which will not only insure the Association's liability and the liability of unit owners with respect to the common elements and limited common elements, but also the liability of

individual unit owners with respect to the interior of their units, then the Association may obtain such liability insurance coverage protecting both the Condominium Association and the unit owner against all liabilities for damage to persons and property whether occurring within or without a unit, and the premium therefor shall be a common expense. If it shall appear that condominium unit owners in such a program of insurance are entitled to elect additional coverages or excess coverages above those coverages elected by the Association for all unit owners, then the Association, its officers, directors, agents, assigns, or employees, may require the individual unit owners selecting the excess coverage to pay the reasonable premium for such additional or excess coverage.

ARTICLE XXII

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

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

B. ASSURED AND LOSS PAYABLE. All casualty insurance policies purchased by the Association hereunder shall be for the benefit of the Association and all unit owners and their mortgagees as their interests may appear and shall provide that all proceeds covering casualty losses of \$15,000.00 or less shall be paid to the Association. Any sum in excess of \$15,000.00 shall be paid to an insurance trustee. An insurance trustee shall be any bank or trust company or other corporate trustee authorized to and doing business in Pinellas County, Florida, designated by the Board of Directors of the Association and approved by a majority of the mortgagees of the units in the Condominium (the term "majority" meaning the holders of debts secured by first mortgages, the unpaid balance of which is more than one-half (1/2) the unpaid principal balance of all first mortgages on said units). Said trustee is herein referred to as the "Insurance Trustee". The Insurance Trustee shall not be liable for the payment of premiums or the sufficiency of premiums nor for the failure to collect any insurance proceeds. The Insurance Trustee shall be responsible only for monies which come into its possession and only for its

willful misconduct, bad faith or gross negligence. The duty of the Insurance Trustee shall be to receive such proceeds as are paid to it and to hold the same in trust pursuant to the terms of the Insurance Trust Agreement between the Association and the Insurance Trustee, which shall not be inconsistent with any of the provisions herein set forth.

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

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

E. DETERMINATION OF DAMAGE AND USE OF PROCEEDS.

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

Unless there occurs substantial damage to or destruction of all or a substantial portion of the Condominium Property and the unit owners fail to elect to rebuild and repair as provided in Paragraph F below, the Insurance Trustee shall disburse the net proceeds and the funds collected by the Board of Directors from the assessment hereinabove set forth to repair and replace any damage or destruction of property, and shall pay any balance remaining to the unit owners and their mortgagees as their interests may appear. The proceeds of insurance and the funds collected by the Board of Directors from the assessments as hereinabove provided shall be held by the Insurance Trustee in trust for the uses and purposes herein provided. The Insurance Trustee shall have no obligation or duty to see that the repairs, reconstruction or replacements required hereunder are performed or accomplished, but such duty shall be the Association's.

F. TOTAL DESTRUCTION. As used in this Declaration,

and in any other connection or context dealing with this Condominium, "substantial damage to or destruction of all or a substantial portion of the Condominium Property" shall mean that two-thirds (2/3) or more of all units are or have been rendered untenable by casualty loss or damage.

Should there occur such substantial damage to or destruction of all or a substantial part of the Condominium Property with respect to the entire Condominium, the Condominium Property shall not be reconstructed unless a majority of all the unit owners shall agree thereto, in writing, within sixty (60) days after the casualty loss or damage occurs. Should reconstruction not be approved as aforesaid, the Insurance Trustee is authorized to pay proceeds of the insurance to the unit owners and their mortgagees as their interests may appear and the condominium property shall be removed from the provisions of the Condominium Act. The determination not to reconstruct after casualty shall be evidenced by a certificate, signed by one of the officers of the Association, stating that the said sixty (60) day period has elapsed and the the Association has not received the necessary writings from two-thirds (2/3) of the unit owners.

G. RIGHTS OF MORTGAGEES. If any first mortgagee of any condominium unit shall require it, the Association shall from time to time deposit in a savings account established for the purpose, or with the Insurance Trustee, sufficient monies in escrow to insure the payment of the casualty insurance premiums insuring the Condominium Property. A majority of such mortgagees (as hereinafter defined in Paragraph B) may designate the bank, savings and loan association or Insurance Trustee as the depository of these funds and may determine the provisions of the escrow, but only one such escrow account shall be required. However, the Association shall not be required to fund this escrow more frequently than once a month nor deposit therein from month-to-month an amount greater than one-twelfth (1/12) of the reasonably estimated casualty insurance premium next due. Any mortgagee in any mortgage which in accordance with the provisions of the mortgage shall have the right to demand insurance proceeds in the event of a casualty loss to the property secured by said mortgage waives the right to such proceeds if the proceeds are used pursuant to this Declaration to repair, replace or restore the property subject to the mortgage lien. However, nothing herein shall be deemed a waiver by the mortgagee of its rights, if any, to require that any surplus proceeds over and above the amounts actually used for repair, replacement or reconstruction of the property subject to the mortgage, be distributed to the mortgagee and the unit owner as their interests may appear. The owner and holder of any first mortgage on any unit shall have the right to approve the plans and proposals for any repairs, reconstruction or replacements to the unit or units encumbered by its mortgage or mortgages, and no such repairs, reconstruction or replacements shall be begun or undertaken without such approval, which approval shall not be unreasonably withheld.

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

ARTICLE XXIII

MORTGAGES AND MORTGAGEES

A. An owner who mortgages his condominium parcel must notify the Association of the name and address of his

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

B. If the holder of a first mortgage of record or other purchaser of a condominium unit obtains title to the condominium parcel as a result of a foreclosure of the first mortgage or as result of a deed given in lieu of foreclosure, such acquiror of title and his successors and assigns shall not be liable for the share of the common expenses or assessments by the Association pertaining to the condominium parcel so acquired or chargeable to the former unit owner of the acquired parcel which became due prior to the acquisition of the title as a result of the foreclosure or deed in lieu of foreclosure unless the share is secured by a claim of lien for assessments recorded prior to the recording of the mortgage which is foreclosed or for which a deed was given in lieu of foreclosure. That unpaid share of the common expenses or assessments shall be common expenses collectible from all of the unit owners including such acquiror, his successors and assigns.

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

ARTICLE XXIV

DEVELOPER'S UNITS, RIGHTS AND PRIVILEGES

A. The provisions of Article XIII of this Declaration respecting sale, transfer and lease of condominium parcels shall not be applicable to the Developer, or its assigns, who is submitting the Condominium Property to the condominium form of ownership. The Developer, or its assigns, has and reserves the right to sell, lease or rent condominium units and parcels to any purchaser or lessee approved by it, subject, however, to the use restrictions herein provided. The Developer, or its assigns, shall have the right to transact any business necessary to consummate the sale of units, including, but not limited to, the right to maintain models, advertise on the premises and use the common elements. In the event there are unsold parcels, the Developer retains the right to ownership thereof under the same terms and obligations as other owners of condominium parcels except as elsewhere herein provided. The Developer, or its assigns, may sell, lease, mortgage and/or rent parcels owned by it to any person or

persons whomsoever and the provisions of Paragraphs C through F of Article XIII shall not be applicable to Developer or to any such sale, mortgage, conveyance or lease by the Developer, or its assigns, notwithstanding anything to the contrary contained in this Declaration, the By-Laws or the Charter of the Association.

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

1. Assessment of the Developer, or its assigns, as a unit owner for capital improvements; and

2. Any action by the Association that would be detrimental to the sale of units by the Developer, or its assigns; however, an increase in assessments for common expense without discrimination against the Developer, or its assigns, shall not be deemed to be detrimental to the sales of units for the purpose of this Paragraph.

C. The provisions of this Declaration to the contrary notwithstanding, the Developer, or its assigns, may retain and use as sales offices, promotion and developmental offices and models any units, common elements and limited common elements retained by the Developer, or its assigns, or owned by the Developer, or its assigns, or the use of which has been reserved to the Developer, or its assigns, in this Declaration and other Condominium Documents or by contract or otherwise lawfully enforceable as a contract obligation by the Developer, or its assigns, against the Condominium Association or any of the unit owners other than the Developer, or its assigns, so long as such use shall also conform with applicable laws, zoning, rules and ordinances of the appropriate governmental jurisdictions.

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

E. The provisions of this Declaration to the contrary notwithstanding, the Developer retains the right to convert the restaurant and lounge, unit 614, meeting room, unit 620, and laundry, unit 221, into not more than an additional thirteen (13) motel condominium units. In this event, the percentage of ownership of common elements and of sharing common surplus and common expenses shall change only for those units being modified. The units created from the restaurant and lounge, meeting room and laundry shall own a portion of the percentage of common elements and be responsible for a portion of the share of the common expenses and common surplus formerly

attributed to the restaurant and lounge, meeting room and laundry in a pro rated share, based on the square footage of the new units as they relate to the total square footage previously contained in the restaurant and lounge, meeting room and laundry. The Developer may record an amendment reflecting any of these changes. Said amendment will be signed only by the Developer, and the consent or joinder of other unit owners or their lenders will not be required.

F. The Developer also retains the right to convey the restaurant and lounge, meeting room, laundry, office and snack bar, or any of them or any portion of them, to the Condominium Association, at which time the Developer's obligation to pay common expenses attributable to the ownership of those areas conveyed shall cease.

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

H. The use of the word "Developer", in this Declaration and all condominium documents, shall also include its assigns, agents or employees.

ARTICLE XXV

RECREATIONAL FACILITIES

A. The recreation areas and facilities to be owned as common elements by all unit owners consist of one (1) swimming pool, a swimming pool deck area and two (2) boat/fishing docks, as more particularly described on Exhibit B attached hereto. These facilities shall be owned as common elements in the percentages described in Article VI above. The use of the recreational facilities by the unit owners shall be by virtue of their ownership of a unit in the Condominium, together with the undivided interest in the common elements, which will include the improved recreation areas.

B. The Condominium Association, upon recommendation of a majority of its Board of Directors and with the consent of a majority of the Associations' members and subject to the requirements of Paragraph D below, may from time to time acquire and enter into agreements whereby it acquires leaseholds, memberships and other possessory or use interests in lands or facilities, including, but not limited to, country clubs, golf courses, marinas and other recreational facilities, whether or not contiguous to the lands of the Condominium, intended to provide for the enjoyment, recreation or other use or benefit of the unit owners. Such agreements shall provide the manner in which they may be amended, otherwise an amendment shall require all the approvals set forth in this Paragraph B and Paragraph D below.

C. So long as the Association shall be subject to the provisions, covenants, conditions or promises contained in any agreement, lease or other undertakings entered into under the authority of this Article XXV, this Article may not be modified, amended or changed in any regard without the consent in writing of the lessor therein or the equivalent party, if he be not properly denominated "lessor", which consent shall be evidenced by said lessor or equivalent party joining in the execution of the certificate of amendment with the formalities required for deeds.

D. The provisions of Paragraph B above notwithstanding, mortgagees holding first mortgages on any unit

or units shall, if they acquire such units by foreclosure or deed in lieu of foreclosure, take such unit or unit exempt from and free and clear of any of the terms and obligations and without the use benefits of such agreements entered into under the authority granted in Paragraph B above to the same extent and effect as if such agreements did not exist, unless such mortgagee or subsequent owner of such unit taking title through such mortgagee shall at any time consent in writing to such agreement or agreements, in which case the exemption granted in this Paragraph D shall thereafter not apply to such unit or units. The exemption granted in this Paragraph D shall include, but not be limited to, an exemption from the payment of the prorata share of any rent, license fees, use fees, maintenance charges or other exactions imposed upon the Condominium Association and/or its unit owners under the terms of such agreements, whether or not such impositions or obligations shall constitute common expenses of the Condominium. If, however, at or before the time the Association enters into such agreement or agreements, a majority of the first mortgagees of the units in the Condominium shall approve said agreement or agreements, then the exemption provided for in this Paragraph D shall not apply to any unit in the Condominium.

E. The provision of Paragraph B to the contrary notwithstanding, the consent of the Developer shall be a mandatory requirement to the Association's entry into any agreement or acquisition authorized under Paragraph B above at any time the Developer owns condominium units the common elements of which aggregate ten (10) percent or more. This Article XXV shall not be amended without Developer's consent so long as Developer owns more than one condominium unit in the Condominium.

ARTICLE XXVI

SEPARABILITY OF PROVISION

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

ARTICLE XXVII

TERMINATION

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

ARTICLE XXVIII

EASEMENTS FOR ENCROACHMENTS

All the Condominium Property and all the condominium units and the common elements and the limited common elements

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

ARTICLE XXIX

MISCELLANEOUS PROVISIONS

A. RIGHTS OF THE ASSOCIATION REGARDING ELECTRICITY.

1. The Association, its officers, directors, agents, assigns, or employees, shall have the right to arrange for energy audits and to take all actions reasonably calculated to minimize the use of electricity.

2. The Association, by the vote of a majority of the unit owners, may elect to have individual electric meters installed on each condominium unit.

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

C. EASEMENTS. The Developer and its successors as Developer retain the right and shall at all times have the right to declare and create, modify and amend, from time to time, without joinder and consent of any unit owner or of the Condominium Association, easements upon the Condominium Property for public utility purposes and for peaceful ingress and egress to prevent abutting properties from being landlocked or otherwise denied reasonable access to and from the public-ways, providing, however, that at the time of the creation of such easements and at the time of the modification or amendment of any such easements, such easements and such modifications and amendments shall not be inconsistent with the peaceful and lawful use and enjoyment of the Condominium Property by the owners thereof. The Developer may, by an instrument in writing, relinquish the power and authority herein reserved to create, modify and amend easements, by the filing among the Public Records of Pinellas County, Florida, a written instrument to that effect, from and after the recording of which the Developer and its successors and assigns as Developer shall not longer have the powers and authorities reserved or granted in this Paragraph C.

D. SPECIAL PROVISIO REGARDING PARKING. The Condominium Association may adopt reasonable rules and regulations which shall provide a manner in which parking spaces may, in the absence of the use thereof by the unit owner or owners to which such parking is assigned to their unit, be used by guests, providing that any such rules and regulations shall not interfere with the reasonable use of such parking spaces by the owners of the condominium units to which they are assigned. This paragraph shall apply to on-site and off-site parking.

E. DEVELOPER'S RIGHT TO USE UNITS AS OFFICES. The Developer may maintain offices in units until all other units of the Developer have been sold, provisions of this Declaration of Condominium to the contrary notwithstanding. This Paragraph E may not be amended without the written consent of the Developer.

F. RESTRICTION ON AMENDMENTS. No provision of this Declaration or of the By-Laws of the Condominium Association granting or reserving to the Developer any rights, powers, authorities, usages or dispensations may be modified or amended in any way which will impair or restrict those rights, powers, authorities or special dispensations without the written approval of the Developer so long as the Developer or any successor or alternate Developer shall own any units in this Condominium.

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

H. SHARES OF OWNERSHIP ON TERMINATION.

1. Upon removal of the Condominium Property from the provisions of The Condominium Act or other termination of the condominium form of ownership, no matter how effected, the unit owners shall own the Condominium Property in common in the undivided shares set forth as percentages in Article VI hereto.

IN WITNESS WHEREOF, SOUTHWEST PROPERTIES CORP. has executed this Declaration of Condominium this 6 day of May, 1980.

IN THE PRESENCE OF:

SOUTHWEST PROPERTIES CORP.

John E. Hunt

By: [Signature]
President

[Signature]

Attest: [Signature]
Secretary

(corporate seal)

STATE OF FLORIDA

COUNTY OF PINELLAS

BEFORE ME, a Notary Public in and for the State and County aforesaid, duly authorized to take acknowledgments, personally appeared Bruce John Micek and Sharon A. Micek, President and Secretary respectively, of SOUTHWEST PROPERTIES CORP., to me well known, and they acknowledged before me that they executed, sealed and delivered the foregoing Declaration of Condominium for the uses and purposes therein expressed, as their free act and deed.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal at Clearwater, said County and State, this 6th day of May, 1980.



Laura S. Hubbard
Notary Public

My Commission Expires:
July 2, 1983

JOINDER BY ASSOCIATION

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

Signed, sealed and delivered
in the presence of:

ISLAND INN CONDOMINIUM MOTEL
ASSOCIATION, INC.

Les S. Robinson

By: Blaine D. H. Beck
President

Doris Klausman

Attest: Blaine D. H. Beck
Secretary

STATE OF FLORIDA
COUNTY OF PINELLAS

Before me, the undersigned authority, this day
personally appeared Blaine D. H. Beck and
Doris Klausman as President and Secretary
respectively, and they acknowledged that they are the duly
authorized officers of the said corporation and that they
executed the foregoing instrument for the uses and purposes
therein expressed.

WITNESS my hand and official seal in the State and
County last aforesaid this 6 day of May, 1980.

June S. Wightman
Notary Public

My Commission Expires:

Notary Public, State of Florida at Large
My Commission Expires April 8, 1983
Bonds by American Fidelity & Guaranty Company

CONSENT OF MORTGAGEE

The undersigned, GROWTH PROPERTIES OF FLORIDA IV, 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 ISLAND INN, A CONDOMINIUM, this 15th day of July, 1980.

Witnesses:

Renee G. Harlan
Alexandra M. Roston

GROWTH PROPERTIES OF FLORIDA IV

By: Thomas A. James

By: Thomas A. James
Vice President, Growth Properties, Inc.
General Partner of Growth Properties
of Florida IV

NOTARY
...
PUBLIC

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 Thomas A. James as Vice President of Growth Properties, Inc., General Partner of GROWTH PROPERTIES OF FLORIDA IV, 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 15th day of July, 1980.

NOTARY
...
PUBLIC

L. Lee Notte
Notary Public

My Commission Expires:

Notary Public, State of Florida
My Commission Expires JUL 24, 1983

CONSENT OF MORTGAGEE

The undersigned, CENTRAL PLAZA BANK, 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 ISLAND INN, A CONDOMINIUM, this 15 day of JULY, 1980.

Witnesses:

Louella B. Rhodes
Gerardine D. Lipp

CENTRAL PLAZA BANK

By [Signature]

STATE OF FLORIDA

COUNTY OF Duval

I HEREBY CERTIFY that this day in the next above-named State and County before me, an officer duly authorized and acting, personally appeared Robert Zuber as Senior Vice President of CENTRAL PLAZA BANK, 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 15th day of July, 1980.

[Signature]
Notary Public

My Commission Expires Feb. 19, 1984
Notary Public, State of Florida at Large
My Commission Expires FEB. 19, 1984

LEGAL DESCRIPTION

LEGAL DESCRIPTION

LOTS 7, 8, 9, 10, 11, & 27, BOCA CIEGA PASS SUBDIVISION, AS RECORDED IN PLAT BOOK 3, PAGE 28, RECORDS OF PINELLAS COUNTY, FLORIDA, AND 100TH AVENUE LYING BETWEEN SAID LOTS 11 & 27 LESS THE SOUTHERLY 7 FEET OF LOT 7 AND THE NORTHERLY 15 FEET OF LOT 27, SAID 7 FEET AND 15 FEET, BEING MEASURED ALONG GULF BOULEVARD. ALSO ALL LANDS LYING BETWEEN THE WESTERLY EXTENSION OF THE SOUTHERLY AND NORTHERLY BOUNDARIES OF THE ABOVE DESCRIBED PARCEL AND THE GULF OF MEXICO.

TREASURE ISLAND, FLORIDA

"PARKING LOT"

LOTS 14, 15, & 16, LESS THE WEST 25 FEET THEREOF DEDICATED TO THE COUNTY COMMISSIONERS, BOCA CIEGA PASS SUBDIVISION, ACCORDING TO PLAT THEREOF RECORDED IN PLAT BOOK 3, PAGE 28, PUBLIC RECORDS OF PINELLAS COUNTY, FLORIDA, TOGETHER WITH VACATED STREET LYING EASTERLY OF SAID LOTS, AS SHOWN AT PLAT AND ALL OF THE SHORE FRONT LAND ABUTTING SAID STREET, BEING ALL OF SAID VACATED STREET & LAND EASTERLY OF LYING BETWEEN THE NORTHERLY LINE OF SAID LOT 14 AND THE SOUTHERLY LINE OF SAID LOT 16 EXTENDED IN A NORTHEASTERLY DIRECTION TO THE WATERS OF BOCA CIEGA BAY; LESS A PORTION THEREOF DESCRIBED AS FOLLOWS: FROM THE SOUTHWEST CORNER OF THE REMAINING PORTION OF SAID LOT 16, RUN ALONG THE SOUTH LINE OF SAID LOT 16 N 63°24'09" E, 191.5 FEET TO THE SHORE LINE OF BOCA CIEGA BAY NORTHERLY 4 FEET, THENCE S 62°13'39" W, 191.00 FEET TO THE POINT OF BEGINNING, TOGETHER WITH ANY RIPARIAN RIGHTS APPERTAINING THERETO.

TREASURE ISLAND, FLORIDA.

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

EXHIBIT A

ISLAND INN, A CONDOMINIUM
SECTION 26, TOWNSHIP 31 S., RANGE 15 E., PINELLAS COUNTY, FLA.

LEGAL DESCRIPTION

LOTS 7, 8, 9, 10, 11 & 27, BOCA CERRA POND SUBDIVISION, AS RECORDED IN PLAT BOOK 28, PAGE 28, PUBLIC RECORDS, COUNTY OF PINELLAS, FLORIDA, BEING THE WESTERN 1/2 OF LOT 7 AND THE NORTHERLY 1/2 OF LOT 8, 7 FEET OF LOT 7 AND THE NORTHERLY 1/2 OF LOT 8, 7 FEET OF LOT 7 AND 15 FEET OF LOT 8, BEING MEASURED ALONG GOLF BOULEVARD, ALSO ALL LOTS 9, 10 AND 11, BEING THE WESTERN EXTENSION OF THE SOUTHERLY AND NORTHERLY BOUNDARIES OF THE ABOVE DESCRIBED PARCELS, AND THE GOLF COURSE MEASUREMENTS, TREASURE ISLAND, FLORIDA.

"PARKING LOT"

LOTS 14, 15, 16, 17, 18, 19, 20, 21, 22, 23, 24, 25, 26, 28, 29, 30, 31, 32, 33, 34, 35, 36, 37, 38, 39, 40, 41, 42, 43, 44, 45, 46, 47, 48, 49, 50, 51, 52, 53, 54, 55, 56, 57, 58, 59, 60, 61, 62, 63, 64, 65, 66, 67, 68, 69, 70, 71, 72, 73, 74, 75, 76, 77, 78, 79, 80, 81, 82, 83, 84, 85, 86, 87, 88, 89, 90, 91, 92, 93, 94, 95, 96, 97, 98, 99, 100, 101, 102, 103, 104, 105, 106, 107, 108, 109, 110, 111, 112, 113, 114, 115, 116, 117, 118, 119, 120, 121, 122, 123, 124, 125, 126, 127, 128, 129, 130, 131, 132, 133, 134, 135, 136, 137, 138, 139, 140, 141, 142, 143, 144, 145, 146, 147, 148, 149, 150, 151, 152, 153, 154, 155, 156, 157, 158, 159, 160, 161, 162, 163, 164, 165, 166, 167, 168, 169, 170, 171, 172, 173, 174, 175, 176, 177, 178, 179, 180, 181, 182, 183, 184, 185, 186, 187, 188, 189, 190, 191, 192, 193, 194, 195, 196, 197, 198, 199, 200, 201, 202, 203, 204, 205, 206, 207, 208, 209, 210, 211, 212, 213, 214, 215, 216, 217, 218, 219, 220, 221, 222, 223, 224, 225, 226, 227, 228, 229, 230, 231, 232, 233, 234, 235, 236, 237, 238, 239, 240, 241, 242, 243, 244, 245, 246, 247, 248, 249, 250, 251, 252, 253, 254, 255, 256, 257, 258, 259, 260, 261, 262, 263, 264, 265, 266, 267, 268, 269, 270, 271, 272, 273, 274, 275, 276, 277, 278, 279, 280, 281, 282, 283, 284, 285, 286, 287, 288, 289, 290, 291, 292, 293, 294, 295, 296, 297, 298, 299, 300, 301, 302, 303, 304, 305, 306, 307, 308, 309, 310, 311, 312, 313, 314, 315, 316, 317, 318, 319, 320, 321, 322, 323, 324, 325, 326, 327, 328, 329, 330, 331, 332, 333, 334, 335, 336, 337, 338, 339, 340, 341, 342, 343, 344, 345, 346, 347, 348, 349, 350, 351, 352, 353, 354, 355, 356, 357, 358, 359, 360, 361, 362, 363, 364, 365, 366, 367, 368, 369, 370, 371, 372, 373, 374, 375, 376, 377, 378, 379, 380, 381, 382, 383, 384, 385, 386, 387, 388, 389, 390, 391, 392, 393, 394, 395, 396, 397, 398, 399, 400, 401, 402, 403, 404, 405, 406, 407, 408, 409, 410, 411, 412, 413, 414, 415, 416, 417, 418, 419, 420, 421, 422, 423, 424, 425, 426, 427, 428, 429, 430, 431, 432, 433, 434, 435, 436, 437, 438, 439, 440, 441, 442, 443, 444, 445, 446, 447, 448, 449, 450, 451, 452, 453, 454, 455, 456, 457, 458, 459, 460, 461, 462, 463, 464, 465, 466, 467, 468, 469, 470, 471, 472, 473, 474, 475, 476, 477, 478, 479, 480, 481, 482, 483, 484, 485, 486, 487, 488, 489, 490, 491, 492, 493, 494, 495, 496, 497, 498, 499, 500, 501, 502, 503, 504, 505, 506, 507, 508, 509, 510, 511, 512, 513, 514, 515, 516, 517, 518, 519, 520, 521, 522, 523, 524, 525, 526, 527, 528, 529, 530, 531, 532, 533, 534, 535, 536, 537, 538, 539, 540, 541, 542, 543, 544, 545, 546, 547, 548, 549, 550, 551, 552, 553, 554, 555, 556, 557, 558, 559, 560, 561, 562, 563, 564, 565, 566, 567, 568, 569, 570, 571, 572, 573, 574, 575, 576, 577, 578, 579, 580, 581, 582, 583, 584, 585, 586, 587, 588, 589, 590, 591, 592, 593, 594, 595, 596, 597, 598, 599, 600, 601, 602, 603, 604, 605, 606, 607, 608, 609, 610, 611, 612, 613, 614, 615, 616, 617, 618, 619, 620, 621, 622, 623, 624, 625, 626, 627, 628, 629, 630, 631, 632, 633, 634, 635, 636, 637, 638, 639, 640, 641, 642, 643, 644, 645, 646, 647, 648, 649, 650, 651, 652, 653, 654, 655, 656, 657, 658, 659, 660, 661, 662, 663, 664, 665, 666, 667, 668, 669, 670, 671, 672, 673, 674, 675, 676, 677, 678, 679, 680, 681, 682, 683, 684, 685, 686, 687, 688, 689, 690, 691, 692, 693, 694, 695, 696, 697, 698, 699, 700, 701, 702, 703, 704, 705, 706, 707, 708, 709, 710, 711, 712, 713, 714, 715, 716, 717, 718, 719, 720, 721, 722, 723, 724, 725, 726, 727, 728, 729, 730, 731, 732, 733, 734, 735, 736, 737, 738, 739, 740, 741, 742, 743, 744, 745, 746, 747, 748, 749, 750, 751, 752, 753, 754, 755, 756, 757, 758, 759, 760, 761, 762, 763, 764, 765, 766, 767, 768, 769, 770, 771, 772, 773, 774, 775, 776, 777, 778, 779, 780, 781, 782, 783, 784, 785, 786, 787, 788, 789, 790, 791, 792, 793, 794, 795, 796, 797, 798, 799, 800, 801, 802, 803, 804, 805, 806, 807, 808, 809, 810, 811, 812, 813, 814, 815, 816, 817, 818, 819, 820, 821, 822, 823, 824, 825, 826, 827, 828, 829, 830, 831, 832, 833, 834, 835, 836, 837, 838, 839, 840, 841, 842, 843, 844, 845, 846, 847, 848, 849, 850, 851, 852, 853, 854, 855, 856, 857, 858, 859, 860, 861, 862, 863, 864, 865, 866, 867, 868, 869, 870, 871, 872, 873, 874, 875, 876, 877, 878, 879, 880, 881, 882, 883, 884, 885, 886, 887, 888, 889, 890, 891, 892, 893, 894, 895, 896, 897, 898, 899, 900, 901, 902, 903, 904, 905, 906, 907, 908, 909, 910, 911, 912, 913, 914, 915, 916, 917, 918, 919, 920, 921, 922, 923, 924, 925, 926, 927, 928, 929, 930, 931, 932, 933, 934, 935, 936, 937, 938, 939, 940, 941, 942, 943, 944, 945, 946, 947, 948, 949, 950, 951, 952, 953, 954, 955, 956, 957, 958, 959, 960, 961, 962, 963, 964, 965, 966, 967, 968, 969, 970, 971, 972, 973, 974, 975, 976, 977, 978, 979, 980, 981, 982, 983, 984, 985, 986, 987, 988, 989, 990, 991, 992, 993, 994, 995, 996, 997, 998, 999, 1000.

THE UNDERSIGNED HEREBY CERTIFICATE THAT THE ABOVE DESCRIBED ELEMENTS HAVE BEEN REVIEWED AND AUTHORIZED TO PRACTICE THE PROFESSION OF SURVEYING IN THE STATE OF FLORIDA. THE UNDERSIGNED HEREBY CERTIFICATE THAT THE ABOVE DESCRIBED ELEMENTS HAVE BEEN REVIEWED AND AUTHORIZED TO PRACTICE THE PROFESSION OF SURVEYING IN THE STATE OF FLORIDA. THE UNDERSIGNED HEREBY CERTIFICATE THAT THE ABOVE DESCRIBED ELEMENTS HAVE BEEN REVIEWED AND AUTHORIZED TO PRACTICE THE PROFESSION OF SURVEYING IN THE STATE OF FLORIDA.

RECORDATION

THE UNDERSIGNED HEREBY CERTIFY THAT THEY ARE THE OWNERS OF THE ABOVE DESCRIBED PROPERTY AND THAT THEY HAVE THE AUTHORITY TO EXECUTE THIS INSTRUMENT. THE UNDERSIGNED HEREBY CERTIFY THAT THEY ARE THE OWNERS OF THE ABOVE DESCRIBED PROPERTY AND THAT THEY HAVE THE AUTHORITY TO EXECUTE THIS INSTRUMENT.

SOUTH WEST PROPERTIES CORP.
BY: *Robert C. Hunter*
ATTEST: *Robert C. Hunter*

STATE OF FLORIDA, SS
COUNTY OF PINELLAS
BEFORE ME, THE UNDERSIGNED AUTHORITY, PERSONALLY APPEARED JOHN E. HUNT
TO BE KNOWN AND KNOWN TO ME TO BE THE INDIVIDUAL IDENTIFYING THE
POSSESSION AND ACKNOWLEDGED TO BE THAT THEY EXECUTED THE SAME FOR THE PURPOSES
SET OUT HEREIN.
WITNESS MY HAND AND OFFICIAL SEAL, AT PINELLAS COUNTY, FLORIDA, THIS 15 DAY OF
JULY, 1982.

- 1. ALL BOUNDARIES OF THE LOTS ARE THE WEST UNBARRERED SIDES OF THE BOUNDARY LINES, UNLESS OTHERWISE SPECIFIED.
- 2. ALL BOUNDARIES OF THE LOTS ARE THE WEST UNBARRERED SIDES OF THE BOUNDARY LINES, UNLESS OTHERWISE SPECIFIED.
- 3. ALL BOUNDARIES OF THE LOTS ARE THE WEST UNBARRERED SIDES OF THE BOUNDARY LINES, UNLESS OTHERWISE SPECIFIED.

SHEET 1 OF 4
JOSEPH SALLEMI & ASSOC.
REGISTERED PROFESSIONAL SURVEYORS
FLORIDA

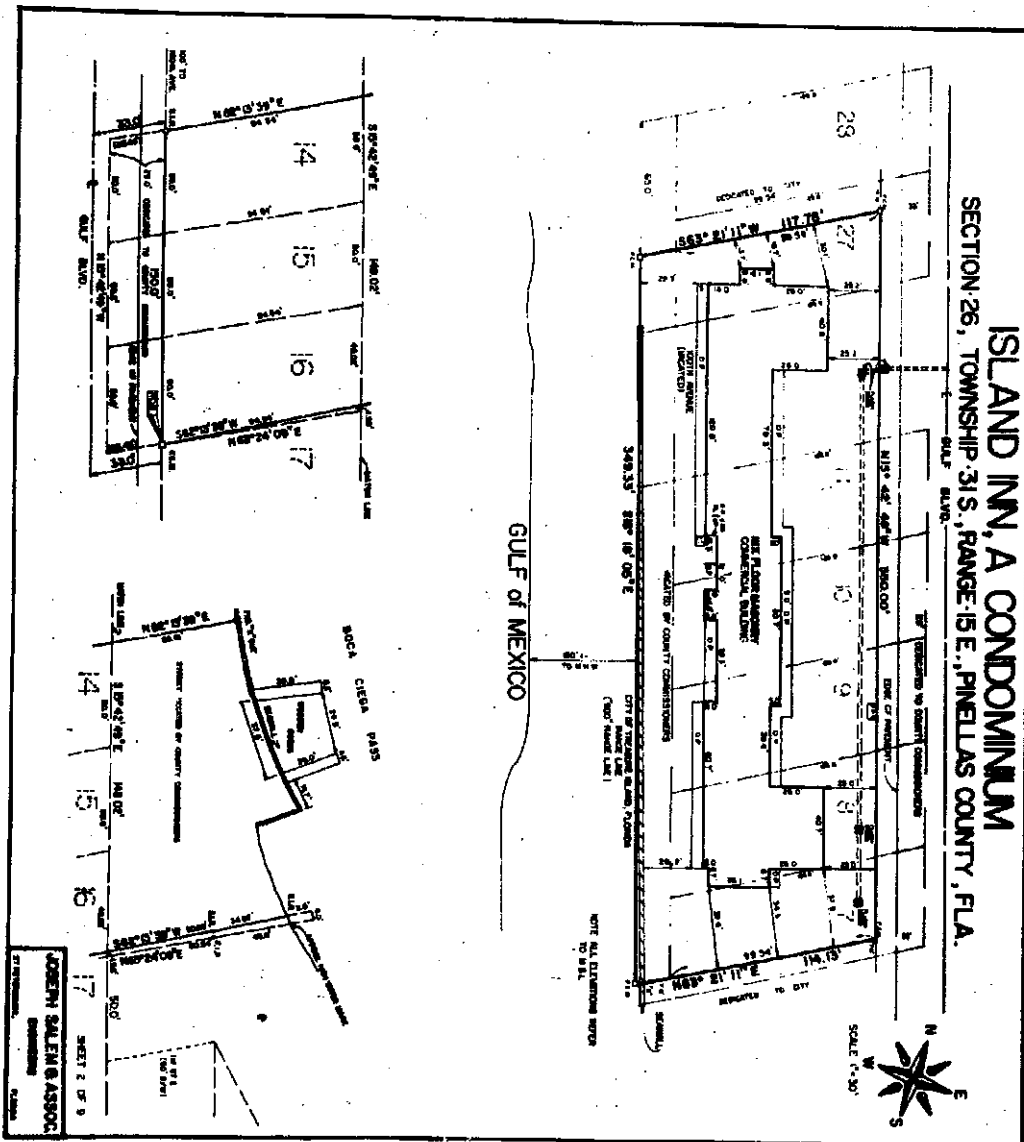
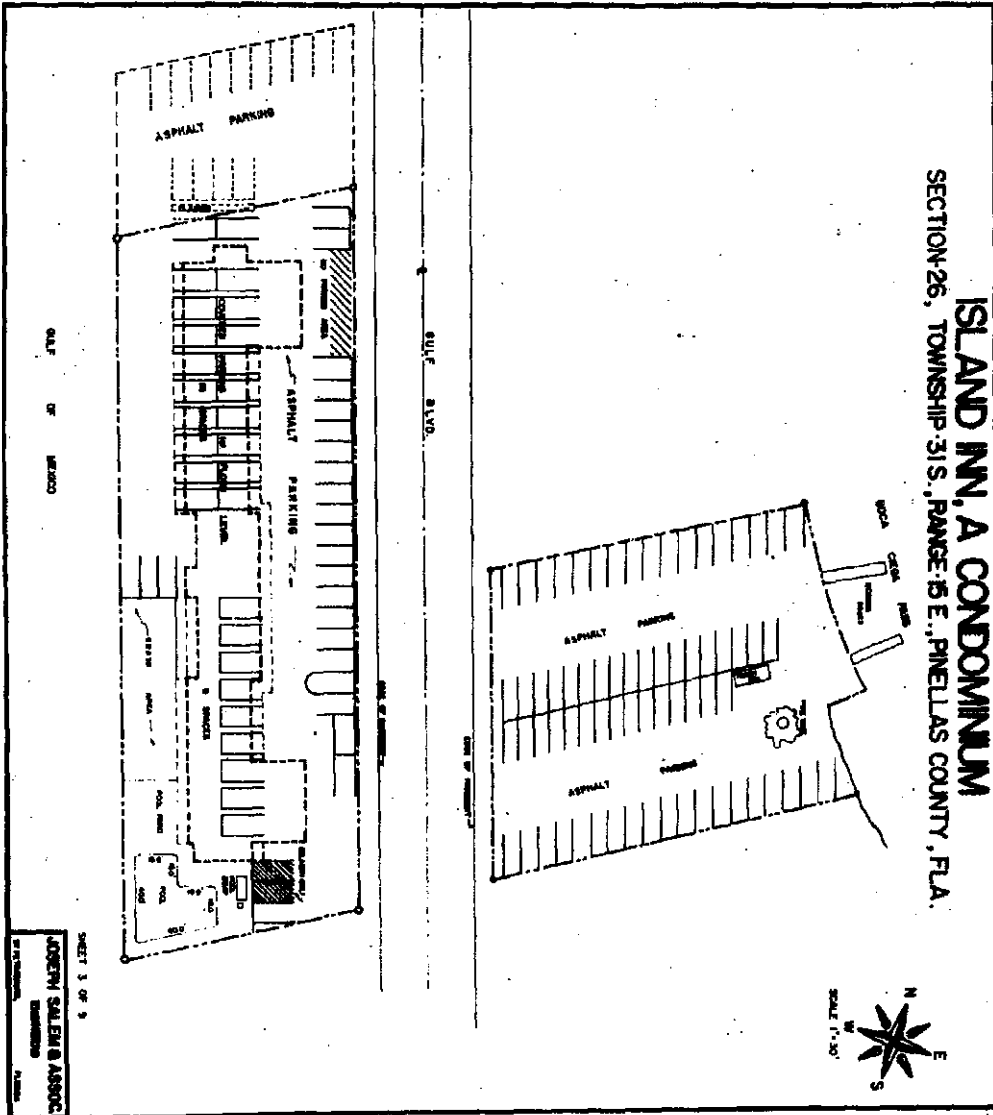


EXHIBIT B



DATE OF REVISION

SHEET 3 OF 3
 JOSEPH SALERIO ASSOC
 ARCHITECTS
 1111 W. ...

EXHIBIT B

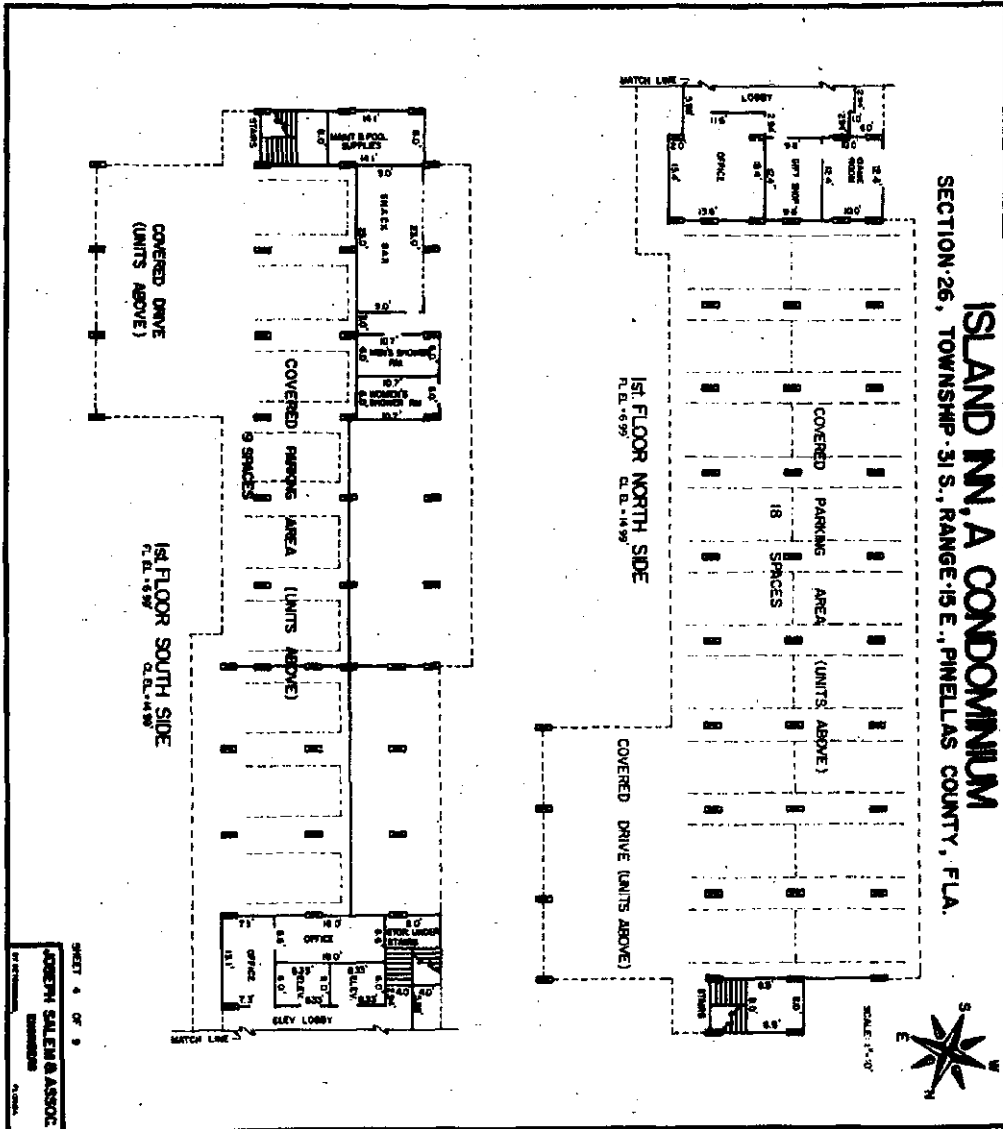


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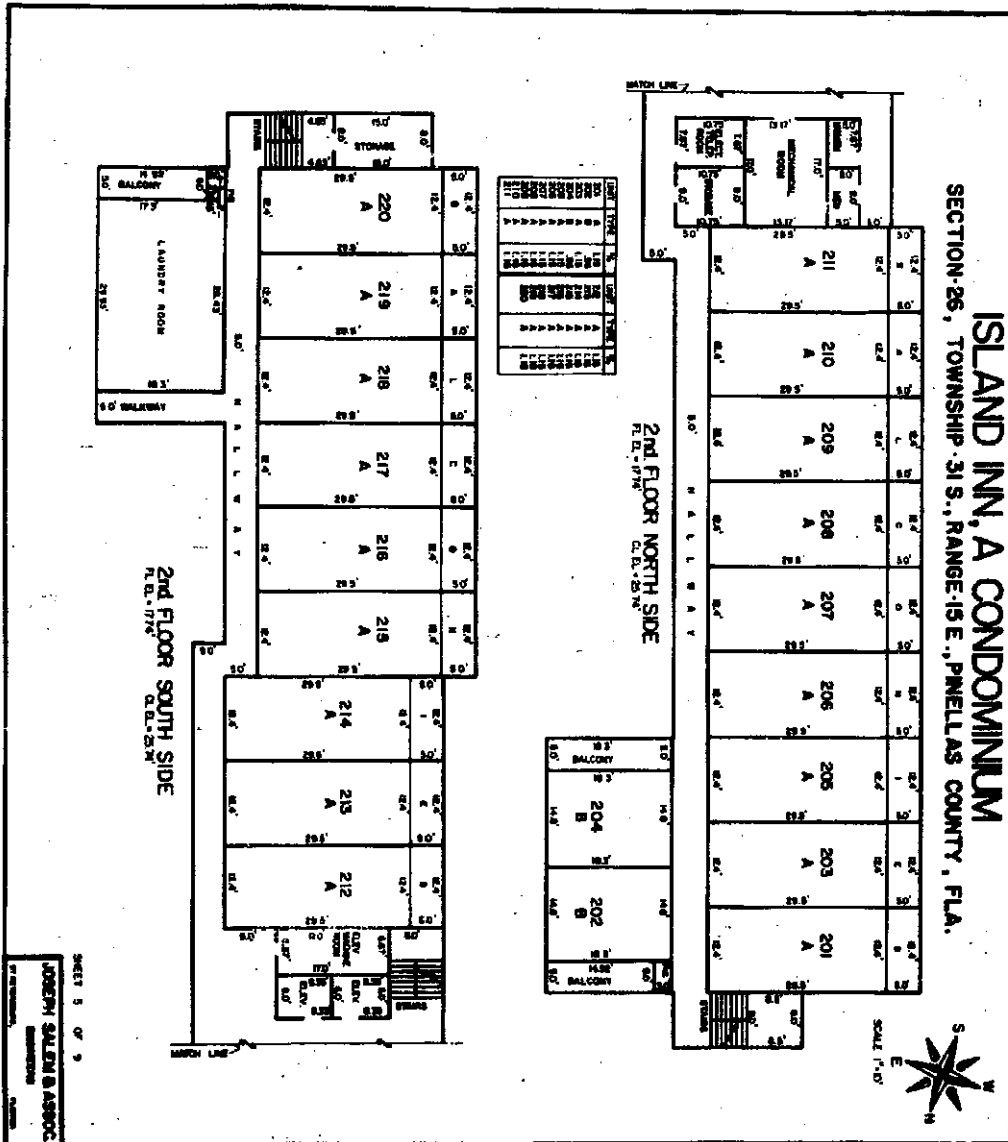


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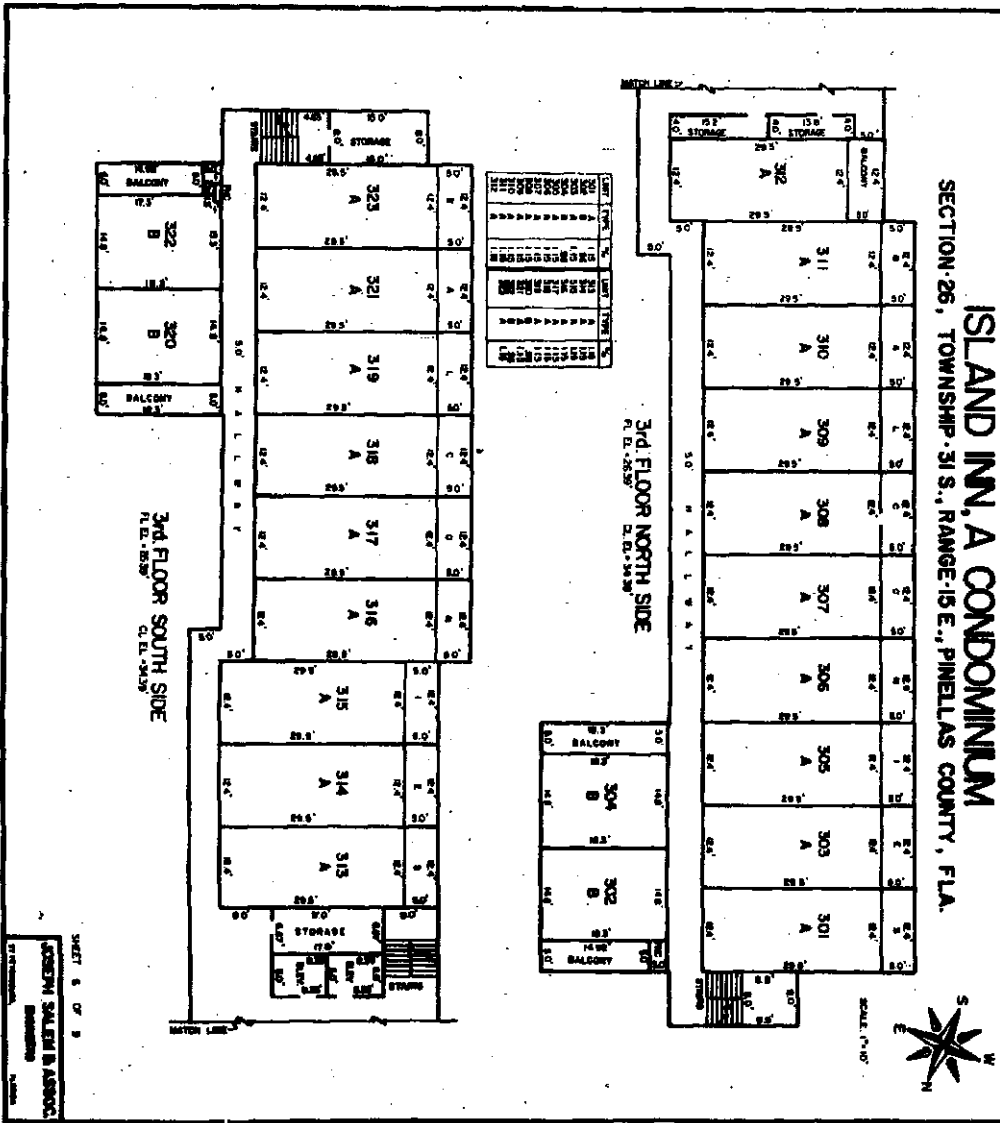


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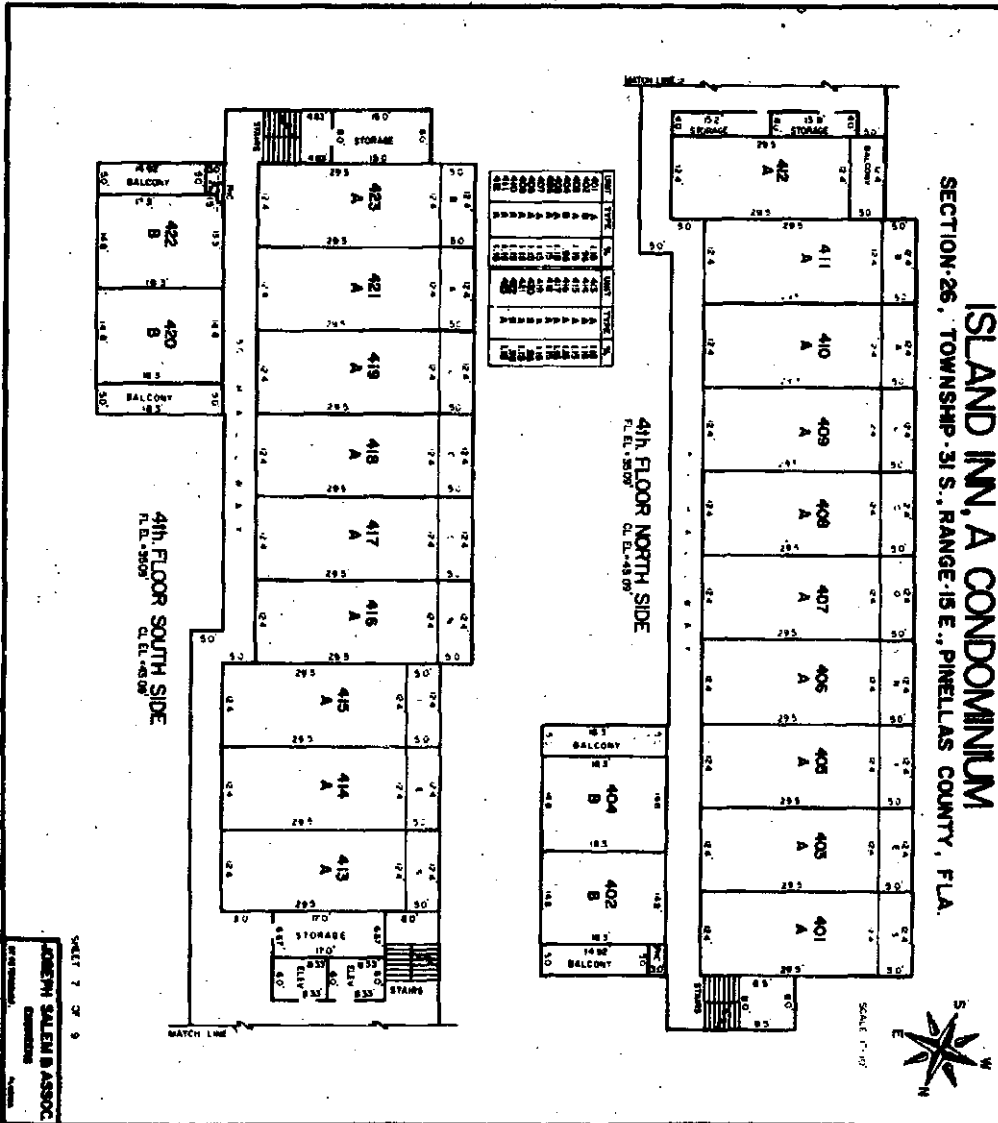


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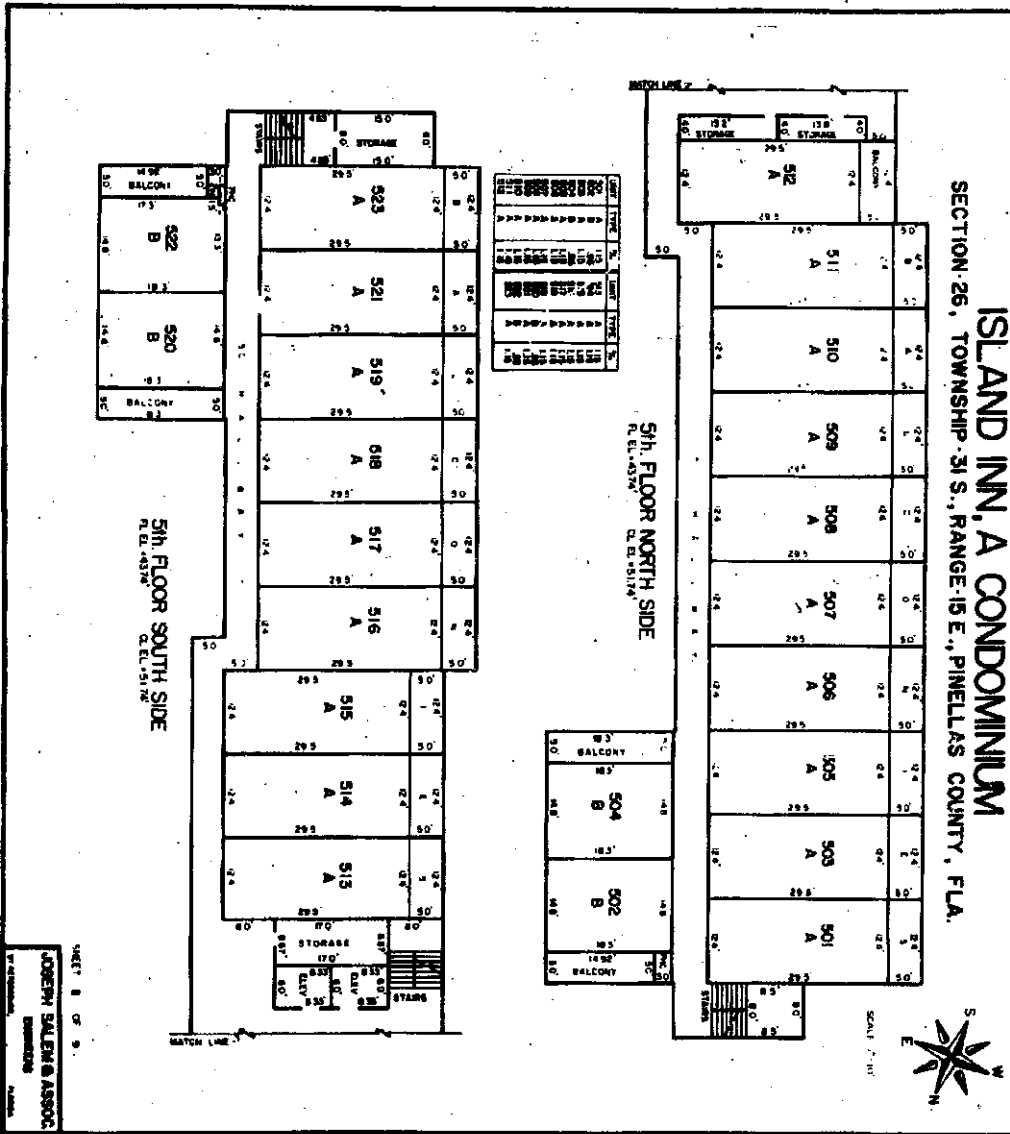


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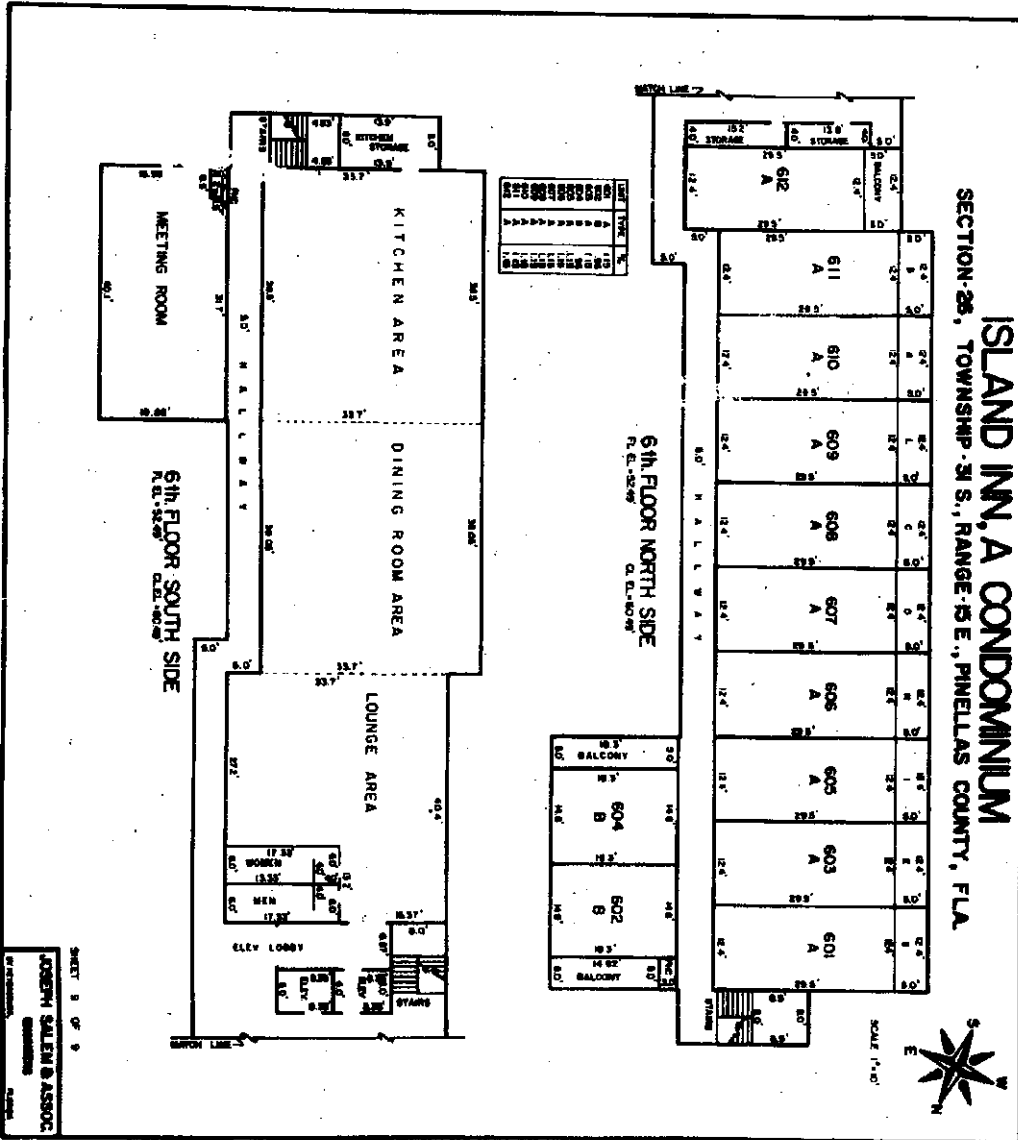


EXHIBIT B

ISLAND INN, A CONDOMINIUM

The percentages of undivided shares in the common elements, and shares in the common expenses and common surplus appurtenant to each unit are as follows:

<u>UNIT</u>	<u>PERCENTAGE</u>
101	.520
102	.502
201	.887
202	.657
203	.887
204	.657
205	.887
206	.887
207	.887
208	.887
209	.887
210	.887
211	.887
212	.887
213	.887
214	.887
215	.887
216	.887
217	.887
218	.887
219	.887
220	.887
221	1.193
301	.887
302	.657
303	.887
304	.657
305	.887
306	.887
307	.887
308	.887
309	.887
310	.887
311	.887
312	.887
313	.887
314	.887
315	.887
316	.887
317	.887
318	.887
319	.887
320	.657
321	.887
322	.657
323	.887
401	.887
402	.657
403	.887
404	.657
405	.887
406	.887
407	.887
408	.887
409	.887
410	.887
411	.887
412	.887
413	.887
414	.887

EXHIBIT C

<u>UNIT</u>	<u>PERCENTAGE</u>
415	.887
416	.887
417	.887
418	.887
419	.887
420	.657
421	.887
422	.657
423	.887
501	.887
502	.657
503	.887
504	.657
505	.887
506	.887
507	.887
508	.887
509	.887
510	.887
511	.887
512	.887
513	.887
514	.887
515	.887
516	.887
517	.887
518	.887
519	.887
520	.657
521	.887
522	.657
523	.887
601	.887
602	.657
603	.887
604	.657
605	.887
606	.887
607	.887
608	.887
609	.887
610	.887
611	.887
612	.887
614	10.011
620	1.867

EXHIBIT C

ARTICLES OF INCORPORATION

OF

ISLAND INN CONDOMINIUM MOTEL ASSOCIATION, INC.

The undersigned, by these Articles of Incorporation, hereinafter referred to as the "Articles", associate themselves for the purpose of forming a corporation not for profit under Chapter 617 of the Florida Statutes.

ARTICLE I

Name

The name of the corporation shall be ISLAND INN CONDOMINIUM MOTEL ASSOCIATION, INC. For convenience the corporation shall be referred to in this instrument as the "Association".

ARTICLE II

Purpose

The purpose for which the Association is organized is to provide an entity pursuant to the Florida Condominium Act (the "Condominium Act") for the operation of ISLAND INN CONDOMINIUM MOTEL, A CONDOMINIUM, hereinafter referred to as the "Condominium".

ARTICLE III

Power

The powers of the Association shall include and be governed by the following provisions:

SECTION 1. The Association shall have all of the common law and statutory powers of a corporation not for profit not in conflict with the terms of these Articles.

SECTION 2. The Association shall have all of the powers and duties set forth in the Condominium Act, except as limited by these Articles and the Declaration of Condominium for ISLAND INN CONDOMINIUM MOTEL, A CONDOMINIUM, hereinafter referred to as the "Declaration", and all of the powers and duties reasonably necessary to operate the Condominium pursuant to its Declaration as such may be amended from time to time, including, but not limited to, the following:

A. To make and collect assessments against members as unit owners to defray the costs, expenses and losses of the Condominium.

B. To use the proceeds of assessments in the exercise of its powers and duties.

C. To maintain, repair, replace and operate the Condominium property, including easements.

D. To purchase insurance upon the Condominium property and insurance for the protection of the Association and its members as unit owners.

E. To reconstruct improvements after casualty and to further improve the property.

PROSPECTUS EXHIBIT 3
ARTICLES OF INCORPORATION

F. To make and amend reasonable regulations respecting the use of the property in the Condominium.

G. To enforce by legal means the provisions of the Condominium Act, the Declaration, these Articles, the By-Laws of the Association, hereinafter referred to as the "By-Laws", and the regulations adopted by the Association for the use of the property in the Condominium.

H. To contract for the management and maintenance of the condominium property and to authorize a management agent to assist the Association in carrying out its powers and duties by performing such functions as the submission of proposals, collection of assessments, preparation of records, enforcement of rules and maintenance, repair and replacement of the common elements with funds as shall be made available by the Association for such purposes. 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.

I. To employ personnel to perform the services required for proper operation of the Condominium.

J. To acquire and enter into agreements whereby the Association acquires memberships or other interests in lands or facilities, including, but not limited to, country clubs, golf courses, marinas, and other recreational facilities, whether or not contiguous to the lands of the Condominium, intended to provide for the enjoyment, recreation or other use or benefit of the unit owners.

K. To acquire by purchase or otherwise condominium parcels of the Condominium, subject, nevertheless, to the provisions of the Declaration and By-Laws relative thereto.

L. To approve or disapprove the transfer, ownership and lease of units as may be provided by the Declaration and the By-Laws.

SECTION 3. All funds and the titles of all properties acquired by the Association shall be held in trust for the members of the Association in accordance with the provisions of the Declaration, these Articles and the By-Laws.

ARTICLE IV

Members

SECTION 1. A person or persons or entity acquiring title to a unit in the Condominium thereby becomes a member of the Association, membership in the Association ceases when a member's title to a unit is conveyed.

SECTION 2. The share of a member in the funds and assets of the Association cannot be assigned, hypothecated or transferred in any manner except as an appurtenance to his unit.

SECTION 3. The owner, or owners collectively, of each unit shall be entitled to one vote. The manner of exercising voting rights shall be determined by the By-Laws.

ARTICLE V

Directors

SECTION 1. The affairs of the Association will be

managed by a board consisting of the number of directors determined by the By-Laws, but not less than three (3) directors. Directors need not be members of the Association.

SECTION 2. Directors of the Association shall be elected at the annual meeting of the members in the manner determined by the Bylaws. Directors may be removed and vacancies on the board of directors shall be filled in the manner provided by the Bylaws.

SECTION 3. The names and addresses of the 3 members of the first board of directors who shall hold office until their successors are elected and have qualified, or until removed, are as follows:

Bruce J. Micek	697 Malone Avenue Spring Hill, Florida 33526
John E. Hunt	1166 Brook Drive East Dunedin, Florida 33528
Sharon A. Micek	697 Malone Avenue Spring Hill, Florida 33526

ARTICLE VI

Officers

The affairs of the Association shall be administered by a president, a secretary, a treasurer and such other officers as may be designated by the By-laws, and at the times and in the manner prescribed in the By-Laws. The names and addresses of the initial officers who shall serve until their successors are designated are as follows:

Bruce J. Micek President	697 Malone Avenue Spring Hill, Florida 33526
John E. Hunt Vice President	1166 Brook Drive East Dunedin, Florida 33528
Sharon A. Micek Secretary/Treasurer	697 Malone Avenue Spring Hill, Florida 33526

ARTICLE VII

Registered Agent

The name and address of the registered agent of the Association is H. F. Martek, Jr., 100 North Belcher Road, Clearwater, Florida 33515.

Agency Accepted:

By: 
H. F. Martek, Jr.

ARTICLE VIII

Indemnification

The Association shall, and does hereby, indemnify any person ("Indemnitee") for any and all liability arising from his official capacity or from any acts committed or failure to act by him in his official capacity as an officer or director of the Association, including acts which are adjudged by a court of law to have constituted negligence or misconduct in

the performance of his duty to the Association, and resulting from judgments, fines, or amounts paid in settlement which are incurred in any action, suit or proceeding, whether civil, criminal, administrative or investigative, and whether such action, suit or proceeding is brought by or in the right of the Association, or other parties, and whether such action, suit or proceeding is commenced during or subsequent to his tenure as an officer or director of the Association ("Proceedings").

The Association will reimburse Indemniteses for any and all actual and reasonable expenses, including, without limitation, attorney's fees and court costs ("Expenses") as Expenses are incurred by Indemniteses in Proceedings. Notwithstanding anything to the contrary herein, the Association will not indemnify Indemniteses for any liability or expenses for actions which constitute gross negligence or willful misconduct, except where such actions are undertaken at the request of the Association. The indemnification provided in this Article shall be in addition to and shall not limit or modify any other rights to indemnity to which Indemniteses are entitled, including, without limitation, those conferred by the Florida Statutes or the By-Laws, Articles or any agreement executed by the Association.

ARTICLE IX

By-Laws

The By-Laws shall be adopted by the board of directors and may be amended by resolution adopted by a majority of the board of directors or by unit owners representing a majority of the units in the Condominium, or as otherwise provided in the By-Laws.

ARTICLE X

Amendments

Amendments to the Articles, not inconsistent with the Condominium Act or the Declaration, may be adopted at a meeting in the following manner:

A. Notice of the subject matter of a proposed amendment shall be included in the notice of a meeting at which a proposed amendment is to be considered.

B. A resolution for the adoption of a proposed amendment may be proposed either by the board of directors or by the members of the Association. Directors and members 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. Except as elsewhere provided, adoption may be:

(1) by not less than a majority of the board of directors of the Condominium; or

(2) by unit owners representing not less than a majority of the units of the Condominium, without the joinder of the board of directors.

ARTICLE XI

Subscribers

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

Bruce J. Micek 697 Malone Avenue
 Spring Hill, Florida 33526

4 - ARTICLES

John E. Hunt

1166 Brook Drive East
Dunedin, Florida 33528

Sharon A. Micek

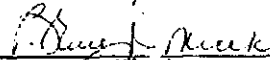
697 Malone Avenue
Spring Hill, Florida 33526

ARTICLE XII

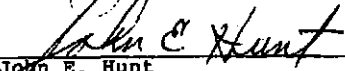
Term

The term for which this corporation shall exist is perpetual.

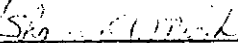
IN WITNESS WHEREOF, the subscribers have affixed their signatures this 6 day of May, 1980.



Bruce J. Micek



John E. Hunt

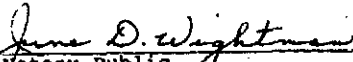


Sharon A. Micek

STATE OF FLORIDA

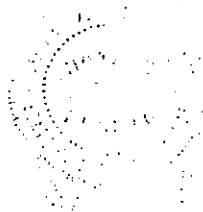
COUNTY OF Pinellas

BEFORE ME, the undersigned authority, personally appeared BRUCE J. MICEK, JOHN E. HUNT and SHARON A. MICEK, who, after being first duly sworn, acknowledged that they executed the foregoing Articles of Incorporation for the purpose therein expressed, this 6 day of May, 1980.



Notary Public
My Commission Expires:

Notary Public, State of Florida at Large
My Commission Expires April 8, 1983
Bonded By American Fire & Casualty Company



BY-LAWS

OF

ISLAND INN CONDOMINIUM MOTEL ASSOCIATION, INC.

A corporation not for profit
under the Laws of the State of Florida

ARTICLE I

Identity

SECTION 1. These are the By-Laws of ISLAND INN CONDOMINIUM MOTEL ASSOCIATION, INC., hereinafter called "Association", a corporation not for profit organized under the laws of the State of Florida, the articles of incorporation of which were filed in the office of the Secretary of State on _____, (the "Articles"). The Association has been organized for the purpose of administering ISLAND INN CONDOMINIUM MOTEL, A CONDOMINIUM, hereinafter referred to as the "Condominium", pursuant to the Florida Condominium Act (the "Condominium Act").

SECTION 2. The office of the Association shall be at 1980 Gulf Boulevard, Treasure Island, Florida 33706.

ARTICLE II

The Association

SECTION 1. A person or persons or entity acquiring title to a unit in the Condominium thereby becomes a member of the Association; membership in the Association ceases when a member's title to a unit is conveyed.

SECTION 2. Place of Meeting. Meetings of the membership shall be held at the office of the Association, or at such other suitable place convenient to the membership as may be designated by the board of directors of the Association.

SECTION 3. Meetings. Except for the meeting to elect the first directors to be elected by the unit owners other than the Developer, SOUTHWEST PROPERTIES CORP., as provided in Section 1. of Article IV below, the first meeting of the membership of the Association shall not be held until the unit owners are entitled to elect a majority of the board of directors as provided in Article IV below. The first meeting shall be held as soon after such entitlement occurs as is practicable. Thereafter, meetings of the membership of the Association shall be held annually; such meetings shall be on the second Wednesday in October of each succeeding year, unless otherwise determined by a majority of the board of directors.

Subject to the provisions of the above paragraph, special meetings of the members may be called by the president of the Association, and shall be called by the president or secretary of the Association at the request in writing of a majority of the board of directors, or at the request in writing of 10 percent of the unit owners. Such requests shall state the purpose or purposes of the proposed meeting.

PROSPECTUS EXHIBIT 4
BY-LAWS

SECTION 4. Notice of Meetings. It shall be the duty of the secretary to post a notice of each annual or special meeting in a conspicuous place on the Condominium property at least fourteen (14) days prior to the meeting, and to mail a notice of such meeting, stating the time and place where it is to be held, to each member of record, at his address as it appears on the membership book of the Association, or if no such address appears, at his last known place of address. Notice of a meeting may be waived by a unit owner and attendance at a meeting shall constitute a waiver of notice of the time and place of the meetings.

SECTION 5. Quorum. The presence in person or by proxy of unit owners representing a majority of the units in the Condominium shall constitute a quorum.

SECTION 6. Adjourned Meetings. If any meeting of members cannot be conducted because a quorum is not present, the members who are present may adjourn the meeting to a time not later than ten (10) days from the time the original meeting was called, in which case no additional notice need be given for such adjourned meeting and any business may be transacted at the adjourned meeting that might have been transacted on the original date of the meeting.

SECTION 7. Voting. At every meeting of the members, the owner or owners collectively of each unit, either in person or by proxy, shall have the right to cast one vote. The vote of the unit owners representing a majority of the units represented at a meeting at which a quorum is present shall decide any question brought before such meeting, unless the question is one upon which, by express provision of the Condominium Act, or of the declaration of condominium of this Condominium (the "Declaration") or of the Articles, or of these By-Laws (the "By-Laws"), a different vote is required, in which case such express provision shall govern and control.

SECTION 8. Proxies. A member may authorize another person to act for him by proxy. Such proxy must be signed by the member or his attorney-in-fact, and, unless otherwise provided therein, automatically terminates eleven (11) months from date of execution, unless sooner revoked at the pleasure of the member authorizing the proxy.

ARTICLE III

Board of Directors

SECTION 1. Number and Qualification. The number of directors that shall constitute the board shall not be less than three (3) and shall initially be three (3). The number of directors may be increased by unanimous vote of the board of directors, or, after the unit owners are entitled to elect a majority of the board of directors as provided in Article IV below, by the vote of the unit owners representing a majority of the units in the Condominium.

SECTION 2. Directors - Election. After the unit owners are entitled to elect a majority of the board of directors as provided in Article IV below, directors elected by the unit owners shall be elected by a plurality of the votes cast at the annual meeting of the Association. Until the unit owners are entitled to elect all of the members of the board of directors, vacancies in the board of directors with respect to directors unit owners are entitled to elect, occurring between annual meetings, shall be filled by election by a plurality of the votes cast at a special meeting of the Association. At an election of directors each member entitled to vote shall be entitled to vote for as many nominees as there are vacancies to

be filled. The Developer shall not be entitled to vote in such elections.

SECTION 3. Removal of Directors. Any member of the board of directors that the unit owners other than the Developer are entitled to elect may be removed from office with or without cause by the vote of unit owners representing a majority of the units in the Condominium other than the units owned by the Developer. Any member of the board of directors that the Developer is entitled to appoint may be removed from office with or without cause, and replaced, by the Developer.

SECTION 4. Filling Vacancies. After the unit owners are entitled to elect all of the members of the board of directors, vacancies in the board of directors occurring between annual meetings of members shall be filled by the election of new directors by the remaining directors, even though such remaining directors may constitute less than a quorum.

SECTION 5. Term of Directors. The term of each director's service shall extend until the next annual meeting of the members and thereafter until his successor is duly elected and qualified or until he is removed in the manner elsewhere provided.

SECTION 6. Powers and Duties. The board of directors shall have the powers and duties necessary or desirable for the proper administration of the affairs of the Association, and may do all acts and things appropriate thereto not excluded from the authority of the board of directors by the Declaration, the Articles, the Condominium Act, or the By-Laws. The powers of the board shall include, but not be limited to, the following:

(a) To prepare and adopt an annual operating budget, which budget shall be sufficient in amount to pay for all necessary expenses and expenditures to be shared in common by the respective owners of units, including a reasonable reserve for repairs, upkeep and replacement of the common elements and for contingencies.

(b) To prepare a detailed report of the acts, accounts, and statement of income and expense for the previous year, and present same at the annual meeting of members.

(c) To determine who will act as legal counsel for the Association whenever necessary.

(d) To determine the depository for the funds of the Association.

(e) To acquire the necessary personnel needed for the maintenance, care, and upkeep of the common elements, and to set the salaries of said personnel.

(f) To assess and collect all assessments pursuant to the Condominium Act.

SECTION 7. Management Agent. The board of directors may contract for the management and maintenance of the condominium property and authorize a management agent to assist the Association in carrying out its powers and duties by performing such functions as the submission of proposals, collection of assessments, preparation of records, enforcement of rules and maintenance, repair and replacement of the common elements with funds as shall be made available by the

Association for such purposes. 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.

SECTION 8. Compensation. No compensation shall be paid to directors for their services as directors. No remuneration shall be paid a director for services performed by him for the Association in any other capacity, unless a resolution authorizing such remuneration shall have been unanimously adopted by the board of directors before the services are undertaken.

SECTION 9. Meetings. Meetings of the board of directors shall be open to all unit owners and notice of such meetings shall be posted conspicuously on the Condominium property at least forty-eight (48) hours in advance, except in an emergency. Regular meetings of the directors may be held at such time and place as shall be determined, from time to time, by a majority of the directors, but at least two such meetings shall be held during each fiscal year, and notice thereof shall be given to each director, personally or by mail, telephone or telegraph, at least three (3) days prior to the day named for such meeting. Special meetings of the directors may be called by the president on three (3) days' notice to each director, given personally or by mail, telephone or telegraph, which notice shall state the time, place and purpose of the meeting. Special meetings of the board of directors shall be called by the president or secretary, in like manner and on like notice, on the written request of at least two (2) directors.

SECTION 10. Waiver of Notice. A director may, in writing, waive notice of a meeting of the board of directors, and attendance at such meeting shall constitute a waiver of notice by him of the time and place thereof. If all the directors are present at any meeting of the board, no notice shall be required and any business may be transacted at such meeting.

SECTION 11. Quorum. At all meetings of the board of directors, a majority of the directors shall constitute a quorum for the transaction of business, and the acts of the majority of the directors present at a meeting at which a quorum is present shall be the acts of the board of directors unless otherwise provided herein, or in the Articles or the Declaration. If at any meeting of the board of directors there be less than a quorum present, the majority of those present may adjourn the meeting from time to time. At any such adjourned meeting, any business which might have been transacted at the meeting as originally called may be transacted without further notice.

SECTION 12. Fidelity Bonds. The board of directors shall require that all officers and employees of the Association handling or responsible for Association funds as well as all employees of the management agent employed by the Association shall furnish adequate fidelity bonds. The premiums on such bonds shall be paid by the Association. Such fidelity bonds shall name the Association as an obligee and be written in an amount equal to 150% of the estimated annual operating expenses of the Condominium, including reserves.

ARTICLE IV

Election of Directors by Unit Owners

SECTION 1. Upon fifteen (15) percent of the units

4 - BY-LAWS

ultimately to become a part of the Condominium being conveyed to unit owners other than the Developer, such unit owners shall be entitled to elect no less than one-third of the members of the board of administration of the Association. A meeting to elect such director shall be called by the Association within sixty (60) days thereafter. Simultaneously with the election of the new director, the existing director shall resign.

SECTION 2. Unit owners, other than the Developer, shall be entitled to elect not less than a majority of the members of the board of directors of the Association (i) three (3) years after fifty (50) percent of the units ultimately to become a part of the Condominium have been conveyed to purchasers, or (ii) three (3) months after ninety (90) percent of the units ultimately to become a part of the Condominium have been conveyed to purchasers, or (iii) when all of the units ultimately to become a part of the Condominium have been completed and some of them have been sold and none of the others are being offered for sale by the Developer in the ordinary course of business, or (iv) when some of the units of the Condominium 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, whichever shall first occur.

SECTION 3. The Developer shall be entitled to elect not less than one (1) member of the board as long as the Developer holds for sale in the ordinary course of business five (5) percent of the units ultimately to become a part of the Condominium.

SECTION 4. Notwithstanding the foregoing, Developer may, prior to the time above provided, remove, but not replace, the directors that it has appointed, in which event the unit owners shall elect directors to replace those who have been so removed.

ARTICLE V

Budget and Assessments

SECTION 1. The annual budget of the Association shall be adopted by the board of directors, subject to the right of the unit owners provided by the Condominium Act, to call a special meeting to consider and enact a budget in the case of an adopted budget requiring assessment against the unit owners in an amount exceeding one hundred fifteen (115) percent of the assessment for the preceding year. Each unit owner will be advised in writing of the amount payable by him during the following year.

SECTION 2. The board of directors shall collect the common charges assessed against unit owners. Monthly installments of the annual assessments shall be due and payable in advance on the first day of each month of the period for which assessed. If any such installment remains unpaid for more than twenty (20) days from the date due, the delinquent unit owner shall be deemed in default, and shall be obligated to pay interest at the legal rate on such common charges from the due date thereof, together with all expenses, including reasonable attorneys' fees and court costs, incurred by the board of directors in its efforts to collect same, and the Association may foreclose a lien for nonpayment of such charges and expenses.

ARTICLE VI

Officers

SECTION 1. Designation of Officers. The principal

officers of the association shall be a president, a secretary and a treasurer, all of whom shall be elected by the board of directors. The board of directors may also elect a vice president, an assistant treasurer and an assistant secretary, and such other officers as in their judgment may be desirable.

SECTION 2. Election of Officers. The officers of the Association shall be elected annually by the board of directors at the organization meeting of each new board, and shall hold office at the pleasure of the board.

SECTION 3. Removal of Officers. Upon an affirmative vote of a majority of the board of directors, any officer may be removed, either with or without cause, and his successor elected at any regular meeting of the board of directors, or at any special meeting of the board called for such purpose.

SECTION 4. President. The president shall be the chief executive officer of the Association. He shall preside at all meetings of the Association. He shall have all of the general powers and duties which are usually vested in the office of the president of an association.

SECTION 5. Secretary. The secretary shall keep the minutes of all meetings of the board of directors, and the minutes of all meetings of the Association. Such minutes shall be available for inspection to all members of the Association and of the board of directors. The secretary shall also have charge of such books and papers as the board of directors may direct and shall perform all the duties normally incident to the office of the secretary of an association.

SECTION 6. Treasurer. The treasurer shall have responsibility for Association funds and securities, and shall be responsible for keeping full and accurate accounts of all receipts and disbursements in books belonging to the Association. He shall be responsible for the deposit of all monies and other valuable effects in the name, and to the credit, of the Association in such depositories as may from time to time be designated by the board of directors.

ARTICLE VII

Amendments

Unless otherwise provided in the Condominium Act, the Declaration or the Articles, these By-Laws may be amended by resolution adopted by a majority of the board of directors or by unit owners representing a majority of the units in the Condominium.

The foregoing were adopted as the By-Laws of the Association by its board of directors on this 6 day of May, 1980.

ISLAND INN CONDOMINIUM MOTEL
ASSOCIATION, INC.

By: [Signature]
Secretary

01 RECORDING
 REC 19.50
 DS _____
 INT _____
 FEES _____
 MTH _____
 DC _____
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INST # 95-217592
 AUG 31, 1995 4:22PM

PINELLAS COUNTY FLA.
 OFF.REC.BK 9094 PG 271

AMENDMENT TO
THE ARTICLES OF INCORPORATION AND BYLAWS OF
ISLAND INN CONDOMINIUM MOTEL ASSOCIATION, INC.

TOTAL 19.50

WHEREAS, the Board of Directors and Unit Owners of ISLAND INN CONDOMINIUM MOTEL ASSOCIATION INC., hereinafter referred to as Association, desire to amend the Articles of Incorporation and Bylaws for said condominium association, which Declaration of Condominium and Bylaws have been filed and recorded in and for Pinellas County, Florida, within O.R. Book 5051, beginning with Page 2133, et seq.

WHEREAS, a meeting of the Board of Directors of the Association and said unit owners/members was duly called in accordance with the Declaration of Condominium and Bylaws, after proper notice was given to the unit owners/members.

WHEREAS, there was present a quorum of Directors and a quorum of unit owners/members as defined and required by the Bylaws, Articles of Incorporation, and the Declaration of Condominium for said Association.

WHEREAS, after due consideration, of said proposed amendments, which amendments were proposed by resolution by said Directors, same were presented for a vote, and accepted by a unanimous vote of the Board of Directors, and said amendments were approved by the vote of the required percentage of unit owners/members according to the provisions of the Bylaws, Articles of Incorporation, and the Declaration of Condominium for said Association.

WHEREAS, that the Board of Directors and the unit owners/members have approved the amendments to the Articles of

Original Condominium Plat pertaining hereto are recorded in Plat Book 43, Pages 61 thru 69 incl.

Prepared by and Return to: Richard A. Zacur, Esquire,
 Zacur & Graham, P.A., P. O. Box 14409,
 St. Petersburg, FL 33733

Incorporation and Bylaws and said amendments are hereinafter provided.

NOW THEREFORE, said Articles of Incorporation and Bylaws shall be hereby amended pursuant to the heretofore stated authority and requirements, which amendments are to be provided within said Articles of Incorporation and Bylaws and said amendments are as follows:

AMENDMENT TO THE ARTICLES OF INCORPORATION

ARTICLE V SECTION 1. DIRECTORS

SECTION 1. The affairs of the Association will be managed by a board consisting of the number of Directors determined by the By-Laws, but not less than three (3) Directors. ~~Directors need not be members of the Association.~~ Directors must be a member of the Association and own a rental unit at the Island Inn in his/her name. If a unit is owned by a corporation or group of persons or in any other form than individual ownership, there must be a designated person to vote the unit on behalf of the corporation or group of owners.

AMENDMENT TO THE BY-LAWS

ARTICLE III, Board of Directors

SECTION 1. Number and Qualification.

The number of directors that shall constitute the board shall not be less than three (3) and shall initially be three (3). The number of directors may be increased by unanimous vote of the board of directors, or, after the unit owners are entitled to elect a majority of the board of directors as provided in ARTICLE IV below, by the

vote of the unit owners representing a majority of the units in the condominium. Directors must be a member of the Association and own a rental unit at the Island Inn in his/her name. If a unit is owned by a corporation or group of persons or in any other form than individual ownership, there must be a designated person to vote the unit on behalf of the corporation or group of owners.

RESOLVED, further, that said Amendments to the Articles of Incorporation and Bylaws of the Association are hereby adopted, approved and the Board of Directors shall have same recorded in the Public Records of Pinellas County, Florida.

ISLAND INN CONDOMINIUM MOTEL
ASSOCIATION, INC.

BY: Michael F. Smith
President

BY: Albert Cole
Secretary

STATE OF FLORIDA
COUNTY OF PINELLAS

The foregoing instrument was acknowledged before me this 25th day of August, 1995, by Michael F. Smith, the President and Albert Cole the Secretary, who are personally known to me or who have produced FLA. Drivers License FLA. Drivers License as

identification and who did take an oath and depose and say that they executed the foregoing amendments and acknowledged to and before me that they executed said amendments for the purpose therein expressed.

Witness my hand and official seal this 25th day of August, 1995.

Kevin J. Dowdell

Notary Public

KEVIN J. DOWDELL
Notary Public, State of Florida
My comm. expires Sept 1, 1996
Comm. No. CC 224990

KEVIN J. DOWDELL
Notary Name Typed/Printed

My Commission Expires: 9/1/96

(CODING: Words in underscored type indicate changes from original Declaration, Articles of Incorporation and Bylaws, and deletions from the original Declaration, Articles of Incorporation and Bylaws are shown by strike outs. Unless otherwise provided herein, all provisions of the Declaration, Articles of Incorporation and Bylaws are not affected by these amendments and shall remain the same.)

5010044 CUS	08-31-1995	16:03:40
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RECORDING	1	\$19.50
	TOTAL:	\$19.50
	CHECK AMT. TENDERED:	\$19.50
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INST # 92-321133
NOV 4, 1992 1:44PM

PINELLAS COUNTY FLA.
OFF.REC.BK 8080 PG 1344

TOTAL 15.00

AMENDMENT TO
DECLARATION OF CONDOMINIUM, and
BY-LAWS OF ISLAND INN CONDOMINIUM MOTEL ASSOCIATION, INC.

Condominium Plats pertaining hereto are
filed in Condominium Plat Book 43, Pages 61-69.

Prepared by and Return to:
Richard A. Zacur, Esquire, of Mensh, Zacur & Graham, P.A.
Post Office Box 14409, St. Petersburg, FL 33733

WHEREAS, the Board of Directors and members of ISLAND INN CONDOMINIUM MOTEL ASSOCIATION, INC., hereinafter referred to as "Association" desires to amend the Declaration of Condominium and By-Laws of "Association", which Declaration of Condominium has been filed and recorded in O.R. Book 5051, beginning with Page 2133 et seq.

WHEREAS, an annual meeting of the Board of Directors of the Association and said unit owners/members was duly called in accordance with the Declaration of Condominium and By-Laws, after proper notice was given to the unit owners/members.

WHEREAS, at such annual meeting which took place on August 28, 1992, there was present a quorum of Directors and a quorum of unit owners as defined by the Declaration of Condominium and By-Laws for said "Association";

WHEREAS, after due consideration, of said proposed amendment, and approval by the Board of Directors and unit owners of said By-Laws and Declaration of Condominium, same was presented for a vote, and accepted by the unanimous vote of the Board of Directors and approved by the required percentage of unit owners of said "Association" in accordance with the By-Laws and Declaration of Condominium for the "Association".

WHEREAS, all portions of the Declaration and By-Laws not amended as provided herein shall remain in full force and effect, except as provided herein.

NOW THEREFORE, said Declaration of Condominium and By-Laws shall be hereby amended pursuant to the heretofore stated authority and requirements, and said Amendment approved by the Board of Directors shall be provided herein and shall become a part of the By-Laws and Declaration of Condominium. Said Amendment is as follows:

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

~~SECTION 5. Term of Directors. The term of each director's service shall extend until the next annual meeting of the members and thereafter until his successor is duly elected and qualified or until he is removed in the manner elsewhere provided.~~

This section shall be amended as follows:

SECTION 5. Term of Directors/Staggered Terms. The Directors of the Association shall serve for a term of three (3) years and shall be divided into three classes with the number of Directors in each class being as nearly equal as possible; the term of office of those of the first class shall expire at the annual meeting next ensuing; of the second class, one year thereafter; of the third class, two years thereafter; and at each annual election held after such classification and election, Directors shall be chosen for a full term as provided herein, to succeed those whose terms expire. Any increase or decrease in the number of Directors shall be apportioned among the classes as to make all classes nearly equal in number as possible. The Board of Directors shall determine the number of Directors in each class.

RESOLVED, further, that said Amendment to the Declaration of Condominium and By-Laws is hereby adopted, approved and the Board of Directors are directed to have same recorded in the Public Record of Pinellas County, Florida.

ISLAND INN CONDOMINIUM
MOTEL ASSOCIATION, INC.

BY: 
President

BY: 
Secretary

STATE OF FLORIDA)
) ss.
COUNTY OF PINELLAS)

Before me personally appeared Michael Smith
and Walter Murphy, the President and Secretary of Island
Inn Condominium Motel Association, Inc., who presented
_____ as identification and who executed the
foregoing Amendment and acknowledged to and before me that they
executed said Amendment for the purpose therein expressed.

WITNESS my hand and seal this 30th day of November,
1992.

KEVIN J. DOWDELL
Notary Public, State of Florida
My comm. expires Sept. 1, 1996
Comm. No. CC 224950

KEVIN J. DOWDELL
Notary Public

KEVIN J. DOWDELL
Name Typed or Printed

My Commission Expires:
Sept 1, 1996

1C000668 TME 11-04-92 13:26:32
01 AFF-
RECORDING 1 \$15.00

TOTAL: \$15.00
CHECK AMT. TENDERED: \$15.00
CHANGE: \$0.00

(CODING: Words in underscored type indicate additions and/or Amendments from the original Declaration, By-Laws and Articles of Incorporation and deletions from the original Declaration, By-Laws and Articles of Incorporation are shown by strike outs. Unless otherwise provided herein, all provisions of the Declaration, By-Laws and Articles of Incorporation which have not been amended or added herein are not affected by this Amendment and shall remain in full force and by these Amendments and shall remain in full force and affect as provided in the original Declaration, By-Laws, Articles of Incorporation or Amendments thereto.)

AMENDMENT

WHEREAS, the Directors of Island Inn Condominium Motel Association, Inc., hereinafter referred to as Association, desire to amend the By-Laws for said Association, which Declaration of Condominium and By-Laws have been filed and recorded in and for Pinellas County, Florida, within O.R. Book 5051, beginning with Page 2133, et seq;

WHEREAS, the Directors and Unit Owners of said Association desire to amend said By-Laws, Article III, Section 8, "Compensation";

WHEREAS, a special meeting of the Board of Directors and Unit Owners of the Association was duly called in accordance with the By-Laws and Declaration of Condominium of said Association on August 18, 1989 after proper notice was given to Unit Owners;

WHEREAS, at such special meeting there was present a quorum of Directors and a quorum of Unit Owners as defined by the Declaration of Condominium and the By-Laws for said Association;

WHEREAS, that the Board of Directors and the Unit Owners have approved the Amendment to Article III, Section 8, of the By-Laws, said amendment is hereinafter provided;

WHEREAS, after due consideration of said proposed amendments, same was presented for a vote and acceptance by unanimous vote of the Board of Directors to accept said amendments and was approved by the required percentage of Unit Owners according to the provisions of the Declaration of Condominium for said Association and said By-Laws.

NOW THEREFORE, said Declaration of Condominium shall hereby amended to provide the hereinbefore stated authority and requirements, which amendment is to be provided within said By-Laws of the Association. Said amendment to Article III, Section 8 shall be amended to include a new subsection (q) and

Condominium Plats pertaining hereto are filed in Condominium Plat Book 43, Pages 61-69.

Prepared By and Return to: Richard A. Zacur, of Menesh, Zacur & Graham Post Office Box 14409, St. Petersburg, FL 33733

09 SEP 26 PM 5:19
KARLEEN F. DE BLANCK
CLERK OF CIRCUIT COURT
PINELLAS COUNTY, FL

OF RECORDING
REC 10.50
DS _____
INT _____
LCS _____
MFP _____
PCC _____
RIV _____

26018487 NSB 09-06-89 17:10:41
01 -
RECORDING 1 \$10.50
TOTAL: \$10.50
CHECK AMT. TENDERED: \$10.50
CHANGE: \$0.00

TOTAL 10.50

all remaining provisions and sections of Article III shall remain in force and are unaffected herein, except as provided herein.

Said Amendment is as follows:

ARTICLE III, Section 8 - Compensation.

~~No compensation shall be paid to directors for their services as directors.~~

The Board of Directors of this Condominium Association shall be paid the sum of Fifty-five Dollars (\$55.00) for their attendance at duly called board meetings including annual and special meetings. No remuneration shall be paid to director for services performed by him for the Association and any other capacity, unless a resolution authorizing such remuneration shall have been unanimously adopted by the Board of Directors before the services are undertaken.

RESOLVED, further, that said amendment to the By-Laws is hereby adopted, approved and the Board of Directors are directed to have same recorded in the Public Records of Pinellas County, Florida.

ISLAND INN CONDOMINIUM
MOTEL ASSOCIATION, INC.

BY: Michael Smith
President

BY: Shirley Porter
Secretary

STATE OF FLORIDA)
) ss.
COUNTY OF PINELLAS)

Before me personally appeared MIKE SMITH
and SHIRLEY PORTER, the President and Secretary of
Island Inn Condominium Motel Association, Inc., to me well known
and known to me to be the persons described in and who executed
the foregoing Amendment and acknowledged to and before me that
they executed said amendment for the purpose therein expressed.

WITNESS my hand and seal this 28 day of
AUGUST, 1989.

[Signature]
Notary Public

My Commission Expires: Notary Public, State of Florida
My Commission Expires Nov. 20, 1992
Bonded Through Fidelity Insurance Inc.

(Coding: Words in underscored type are additions.)

Prepared by and should be returned to Richard A. Zacur

MINOR ZACUR & GRAHAM, P.A.
ATTORNEYS AT LAW
POST OFFICE BOX 14409
5200 CENTRAL AVENUE
ST. PETERSBURG, FLORIDA 33730

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BA.

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SEP 3 12 18 PM '85

AMENDMENT

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TOTAL

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17.00 CASH

O.R. 00885 484

CONDOMINIUM PLANS PERTAINING HERETO ARE FILED IN CONDOMINIUM PLAT BOOK 43 P. 61-69.

WHEREAS, the Directors of Island Inn Condominium Association, Inc., hereinafter referred to as Association, desire to amend the Declaration of Condominium for said Association and the By-laws for said Association, which Declaration of Condominium and By-laws have been filed and recorded in and for Pinellas County, Florida, within O.R. Book 5051, beginning with page 2133, at seq.

WHEREAS, the Directors and Unit Owners of said Association desire to amend said Declaration of Condominium, Article XII "Restrictions", Article XIII "Conveyances", Article XV "Assessments", and the Association By-laws, Article III, "Board of Directors", Section Six, and Article V "Budget and Assessments";

WHEREAS, a annual meeting of the Board of Directors and Unit Owners of the Association was duly called in accordance with the By-laws and Declaration of Condominium of said Association on July 30, 1985, after proper notice was given to Unit Owners.

WHEREAS, at such annual meeting there was present a quorum of Directors and a quorum of Unit Owners as defined by the Declaration of Condominium and the By-laws for said Association.

WHEREAS, that the Board of Directors and the Unit Owners have approved the Amendments to Article XII, Article XIII, and Article V, of the Declaration of Condominium and the Amendment to Article III, Section Six and Article Five of the By-laws according to the requirements of the Association's Declaration of Condominium and By-laws, as said amendments are hereinafter provided.

WHEREAS, after due consideration of said proposed amendments, same was presented for a vote and acceptance by unanimous vote of the Board of Directors to accept said amendments and was approved by the required percentage of Unit Owners

according to the provisions of the Declaration of Condominium for said Association and said By-laws.

NOW THEREFORE, said Declaration of Condominium shall be hereby amended to provide the hereinbefore stated authority and requirements, which amendments are to be provided within said declaration of Condominium subject to the reasonable rules, regulations, etc., as provided by the Board of Directors of said Association, said Amendments are as follows:

(1) Article XII, "Restrictions", shall be amended to include a new subsection (r) and all remaining provisions of Article XII shall remain in force and are unaffected herein, except as provided herein. Said amendment is as follows:

(r) the rental office/rental agent at the Island Inn Condominium Motel Association, Inc., shall be required to maintain, at all times, a guest register which guest register shall provide all occupancy information of each unit of the Island Inn Condominium Motel as may be required by the Board of Directors.

(2) Article XII, "Restrictions", shall be amended to include a new subsection (s) and all remaining provisions of Article XII shall remain in force and are unaffected herein, except as provided herein. Said amendment is as follows:

(s) that all Unit Owners are required to deposit in the rental office located at the Island Inn Condominium Motel keys to the rental units owned by each Unit Owner.

(3) Article XII "Conveyances", shall be amended to include a new subsection (k) and all remaining provisions of Article XII shall remain in force and are unaffected herein, except as provided herein. Said amendment is as follows:

(k) the rental office/rental agent at the Island Inn Condominium Motel Association, Inc., shall be required to maintain, at all times, a guest register which guest register shall provide all occupancy information of each unit of the Island Inn Condominium Motel as may be required by the Board of Directors.

(4) Article XIII "Conveyances", shall be amended to include a new subsection (l) and all remaining provisions of Article XIII shall remain in force and are unaffected herein, except as provided herein. Said amendment is as follows:

CODING: Words in underscored type are additions.

(1) that all Unit Owners are required to deposit in the rental office located at the Island Inn Condominium Motel keys to the rental units owned by each Unit Owner.

(5) Article XV "Assessments", shall be amended to include a new subsection (g) and all remaining provisions of Article XV shall remain in force and are unaffected herein, except as provided herein. Said amendment is as follows:

(g) each Unit Owner shall be responsible for payment in a timely fashion of all assessments, special assessments, and maintenance fees. Each Condominium Unit Owner who shall fail to pay such assessments, special assessments, or maintenance fees, as required by the Board of Directors, for a period in excess of twenty (20) days after due date, shall be charged with a late fee of ten dollars (\$10.00) per month which late fee shall be due and payable as provided in the Declaration of Condominium.

NOW THEREFORE, the By-laws of said Condominium Association are hereby amended as provided hereinbefore as follows:

(1) Article III "Board of Directors", Section Six shall be amended to include a new subsection (h) and all remaining provisions as contained within the By-laws shall remain in force except as amended herein, which amendment is as follows:

(h) the rental office/rental agent at the Island Inn Condominium Motel Association, Inc., shall be required to maintain, at all times, a guest register which guest register shall provide all occupancy information of each unit of the Island Inn Condominium Motel as required by the Board of Directors.

(2) Article III "Board of Directors", Section Six shall be amended to include a new subsection (i) and all remaining provisions as contained within the By-laws shall remain in force except as amended herein, which amendment is as follows:

(i) that all Unit Owners are required to deposit in the rental office located at the Island Inn Condominium Motel keys to the rental units owned by each Unit Owner.

(3) Article V "Budget and Assessments", shall be amended to include new subsection (j) and all remaining provisions

CODING: Words in underscoring type are additions.

as contained within the By-laws shall remain in force except as amended herein, which amendment is as follows:

(3) each Unit Owner shall be responsible for payment in a timely fashion of all assessments, special assessments, and maintenance fees. Each Condominium Unit Owner who shall fail to pay such assessments, special assessments, or maintenance fees, as required by the Board of Directors, for a period in excess of twenty (20) days after due date, shall be charged with a late fee of ten dollars (\$10.00) per month which late fee shall be due and payable as provided in the Declaration of Condominium.

RESOLVED, further, that said amendments to the Declaration of Condominium and the By-laws of the Condominium Association are hereby adopted, approved and the Board of Directors are directed to have same recorded in the Public Records of Pinellas County, Florida.

By: Walter Murphy
President
By: Michael Smith
Secretary



CODING: Words in underscoring type are additions.

STATE OF FLORIDA)
) ss.
COUNTY OF PINELLAS)

Before me personally appeared Walter Murphy and Michael Smith, the President and Secretary of Island Inn Condominium Motel Association, Inc., to me well known and known to me to be the persons described in and who executed the foregoing Amendment and acknowledged to and before me that they executed said Amendment for the purpose therein expressed.

WITNESS my hand and seal this 25 day of August

1985.

NOTARY PUBLIC, STATE OF FLORIDA AT LAW
BY Barbara A. Baker
Notary Public

Barbara A. Baker
Notary Public



My Commission Expires:

Prepared by and should be returned to Richard A. Zacur of

MENSH, ZACUR & GRAHAM, P.A.
ATTORNEYS AT LAW
POST OFFICE BOX 14408
5200 CENTRAL AVENUE
ST. PETERSBURG, FLORIDA 33713

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Karlton S. DeB...

SEP 3 12 18 PM '85

AMENDMENT

D.R. 5066 PAGE 462

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BA.

WHEREAS, the Directors of Island Inn Condominium Motel Association, Inc., hereinafter referred to as Association, desire to amend the Declaration of Condominium for said Association and the By-laws for said Association, which Declaration of Condominium and By-laws have been filed and recorded in and for Pinellas County, Florida, within O.R. Book 5051, beginning with Page 2133, et seq;

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WHEREAS, the Directors and Unit Owners of Association desire to amend said Declaration of Condominium, Article XII "Restrictions";

WHEREAS, a special meeting of the Board of Directors and Unit Owners of the Association was duly called in accordance with the By-laws and Declaration of Condominium of said Association on May 14, 1985, after proper notice was given to Unit Owners;

WHEREAS, at such special meeting there was present a quorum of Directors and a quorum of Unit Owners as defined by the Declaration of Condominium and the By-laws for said Association;

WHEREAS, that the Board of Directors and the Unit Owners have approved the Amendment to Article XII of the Declaration of Condominium, said amendment is hereinafter provided;

WHEREAS, after due consideration of said proposed amendments, same was presented for a vote and acceptance by unanimous vote of the Board of Directors to accept said amendments and was approved by the required percentage of Unit Owners according to the provisions of the Declaration of Condominium for said Association and said By-laws.

NOW THEREFORE, said Declaration of Condominium shall be hereby amended to provide the hereinbefore stated authority and requirements, which amendment is to be provided within said Declaration of Condominium. Said Amendment to Article XII shall be amended to include a new subsection (g) and

CONDOMINIUM PLATS PERTAINING HERETO ARE FILED IN CONDOMINIUM PLAT BOOK 43 P. 61-69.

all remaining provisions of Article XII shall remain in force and are unaffected herein, except as provided herein. Said Amendment is as follows:

(c) there shall be only one rental office allowed to operate within or upon the Island Inn Condominium Motel Complex. The rental office shall be located in Commercial Condominium Unit 101-office as identified in the Declaration of Condominiums of the Island Inn Condominium Motel Association, Inc. Said rental office and the employees of said rental office, are subject to the rules and regulations, Declaration of Condominium and By-laws of the Island Inn Condominium Motel Association, Inc.

RESOLVED, further, that said amendment to the Declaration of Condominium is hereby adopted, approved and the Board of Directors are directed to have same recorded in the Public Records of Pinellas County, Florida.

ISLAND INN CONDOMINIUM
MOTEL ASSOCIATION, INC.

By: Walter Murphy
President
By: Michael Smith
Secretary

CODING: Words in underscoring type are additions.

STATE OF FLORIDA)
) ss.
COUNTY OF PINELLAS)

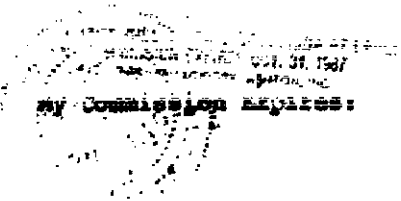
Before me personally appeared Walter Murphy and Michael Smith, the President and Secretary of Island Inn Condominium Motel Association, Inc., to me well known and known to me to be the persons described in and who executed the foregoing Amendment and acknowledged to and before me that they executed said Amendment for the purpose therein expressed.

WITNESS my hand and seal this 25 day of August,

1985.

Notary Public
Notary Public

My Commission Expires:



STATE OF FLORIDA
Karl F. DeBlasio
CLERK CIRCUIT COURT

22 20 5 50 PM '83 83185778

AMENDMENT

40 Rec 13.00
41 DS
43 Int
Tot 13.00

Condominium Plats pertaining hereto are recorded in
Condominium Plat Book 43, pages 61 through 69.

WHEREAS, the Directors of Island Inn Condominium Motel Association, Inc., hereinafter referred to as Association, desire to amend the Declaration of Condominium for said Association and the By-laws for said Association, which Declaration of Condominium and By-laws have been filed and recorded in and for Pinellas County, Florida, within O.R. Book 5051, beginning with page 2133, et seq.

WHEREAS, the Directors of said Association desire to amend said Declaration of Condominium, Article XII, Restrictions; Article XIII Conveyances, and the Association By-laws Article III, Board Of Directors, Section Six, pages 2-3, to include within these provisions that all Unit Owners are required to include within all future rental agreements with any rental agent at the Island Inn Condominium Motel Association, Inc., the right for the Board of Directors of said Association to inspect the records of the rental agent, on a quarterly basis, for the purpose of assuring that favoritism is not being practiced by the rental agent in the rental of owners' units, and to grant said power and authority to inspect said records to the Board of Directors, in addition to the powers and authorities already granted to the Board of Directors as found within the By-laws of said Condominium Association.

WHEREAS, an annual meeting of the Board of Directors of the Association was duly called in accordance with the By-laws and Declaration of Condominium of said Association on July 29, 1983, after proper notice was given to Unit Owners.

WHEREAS, at such annual meeting there was present a quorum of Directors and a quorum of Unit Owners as defined by the Declaration of Condominium and the By-laws for said Association.

WHEREAS, that the Board of Directors and the Unit Owners have approved the Amendments to Article XII and Article XIII, of the Declaration of Condominium and the Amendment to Article III, Section Six of the By-laws according to the requirements of the Association's Declaration of Condominium and By-laws, as said amendments are hereinafter provided.

WHEREAS, after due consideration of said proposed amendments, same was presented for a vote and acceptance by unanimous vote of the Board

PREPARED BY &

RETURN TO: MENSH, ZACUR & GRAHAM, P.A.
ATTORNEYS AT LAW
POST OFFICE BOX 14409
5207 CENTRAL AVENUE
ST. PETERSBURG, FLORIDA 33733

of Directors to accept said amendments and was approved by the required percentage of Unit Owners according to the provisions of the Declaration of Condominium for said Association and said By-laws.

NOW THEREFORE, said Declaration of Condominium shall be hereby amended to provide the hereinbefore stated authority and requirements, which amendments are to be provided within said Declaration of Condominium subject to the reasonable rules, regulations, etc., as provided by the Board of Directors of said Association, said Amendments are as follows:

"ARTICLE XII, RESTRICTIONS, P. That all Unit Owners that use a rental agent at the Island Inn Condominium Motel Association, Inc., shall require that said agent include in all rental agreements a provision that would and does grant to the Board of Directors of the Island Inn Condominium Motel Association, Inc., the power and authority to inspect the records of the rental agent(s) on a quarterly basis, for the purpose of determining that favoritism is not being practiced by the rental agent(s) in the rental of owners' units.

"ARTICLE XIII, CONVEYANCES, J. That all Unit Owners that use a rental agent at the Island Inn Condominium Motel Association, Inc., shall require that said agent include in all rental agreements a provision that would and does grant to the Board of Directors of the Island Inn Condominium Motel Association, Inc., the power and authority to inspect the records of the rental agent(s) on a quarterly basis, for the purpose of determining that favoritism is not being practiced by the rental agent(s) in the rental of owners' units.

NOW THEREFORE, the By-laws of said Condominium Association are hereby amended as provided herein before as follows:

"ARTICLE III, BOARD OF DIRECTORS, Section Six, POWERS AND DUTIES, G. To inspect the records of the rental agent(s) at the Island Inn Condominium Motel Association, Inc., which rental agent(s) have rental agreements with the Unit Owners of said Association on a quarterly basis to determine that favoritism is not being practiced by the rental agent(s) in the rental of the owners' units.

RESOLVED, further, that said amendments to the Declaration of Condominium and the By-laws of the Condominium Association are hereby adopted, approved and the Board of Directors are directed to have same recorded in the Public Records of Pinellas County, Florida.

ISLAND INN CONDOMINIUM MOTEL ASSOCIATION, INC

By: Robert E. Janda
President

Matthew N. Hoff
Secretary

STATE OF FLORIDA)
COUNTY OF PINELLAS) ss.

Before me personally appeared Robert Lee Laborde
and WALTER E. Murphy, the President and Secretary of Island
Inn Condominium Motel Association, Inc., to me well known and known to me to
be the persons described in and who executed the foregoing Amendment and
acknowledged to and before me that they executed said Amendment for the
purpose therein expressed.

WITNESS my hand and official seal this 15 day of September,
1983.

[Signature]
Notary Public

My Commission Expires:

Notary Public, State of Florida at Large
My Commission Expires May 25, 1986



FLORIDA
Katherine St. DeBlasio
CLERK CIRCUIT COURT
JUN 21 5 37 PM '83

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AMENDMENT

WHEREAS, the Directors of Island Inn Condominium Motel Association, Inc., hereinafter referred to as Association, desire to amend the Declaration of Condominium for said Association, which Declaration of Condominium has been filed and recorded in the Public Records in and for Pinellas County, O. R. Book 5051, Pages 2133 through 2182;

WHEREAS, the Directors of said Association desire to amend said Declaration of Condominium, Article XXV, Recreational Facilities, Paragraph A, to include as a common element a six foot (6') by six foot (6') double-faced metal sign and pole utilized for advertising and recreational purposes as same is located on the East side of the condominium complex, which sign was assigned to said condominium by the developer, Southwest Properties Corporation, a Florida corporation;

WHEREAS, a special meeting of the Board of Directors of the Association was duly called in accordance with the Bylaws of said Association on Sunday, May 15, 1983, after proper notice was given to unit owner.

WHEREAS, at such special meeting there was present a quorum of Directors as defined by the Declaration of Condominium and the Bylaws for said Association;

WHEREAS, the Board of Directors have approved this Amendment to Article XXV, Paragraph A, Page 20, of said Declaration of Condominium accepting the transfer of ownership from the developer, Southwest Properties Corporation, a Florida corporation, of the six foot (6') by six foot (6') double-faced metal sign and pole and provide same to be a common element according to the Declaration of Condominium;

WHEREAS, after due consideration of said proposed Amendment, same was presented for vote and accepted by unanimous vote of said Board of Directors to accept the assignment from the developer of said sign;

Condominium Plats pertaining hereto are recorded in Condominium Plat Book 43, pages 61 through 69.

01 Cash 11 Cts RETURN TO:
40 Rec 9.00 *Manish, Z...*
41 Rec *P.O. Box 14409*
43 Rec *St. Pete 33233*
Tot 9.00 *CK*

THEREFORE, resolved, Article XXV, Paragraph A, Page 20, of said Declaration of Condominium shall and be hereby amended to provide that said sign shall become part of the common elements of said condominium as provided within said Declaration of Condominium subject to the reasonable rules, regulations, etc. as provided by the Board of Directors of said Association, which Amendment is as follows:

"ARTICLE XXV, RECREATIONAL FACILITIES, A. The recreation areas and facilities to be owned as common elements by all unit owners consist of one (1) swimming pool, a swimming pool deck area and two (2) boat/fishing docks, and one (1) six foot (6') by six foot (6') double-faced metal sign and pole, as more particularly described on Exhibit B, attached hereto. . . ."

RESOLVED, further, that said Amendment is hereby adopted, approved and the Board of Directors are directed to have same recorded in the Public Records of Pinellas County, Florida.

ISLAND INN CONDOMINIUM MOTEL ASSOCIATION, INC.

By: William Murphy
President

Virginia Vengone
Secretary

STATE OF FLORIDA)
) ss.
COUNTY OF PINELLAS)

Before me personally appeared William Murphy and Virginia Vengone, the President and Secretary of Island Inn Condominium Motel Association, Inc., to me well known and known to me to be the persons described in and who executed the foregoing Amendment and acknowledged to and before me that they executed said Amendment for the purpose therein expressed.

WITNESS my hand and official seal this 15 day of

March, 1983.

Marcelle A. Williams
Notary Public

My Commission Expires: 12-31-87

RECORDED
PINELLAS CO. FLORIDA
Karl F. DeBlaker
CLERK CIRCUIT COURT
MAR 5 4 00 PM '81

D.R. 5157 PAGE 1444

81083985

AMENDMENT TO THE DECLARATION OF CONDOMINIUM

OF

ISLAND INN, A CONDOMINIUM

This Amendment to the Declaration of Condominium of Island Inn, A Condominium, made this 15 day of January, 1981, by Southwest Properties Corporation, a Florida corporation, and being the developer of Island Inn, A Condominium, and Island Inn Condominium Motel Association, Inc. and, pursuant to the provisions of Article XXIV(B) and Article XIX(B), and the developer being the fee simple owner of units 202, 204, 303, 305, 310, 311, 320, and 322, among other units and, in order to modify and combine existing condominium units and create additional condominium units, file herewith the foregoing Amendment to the aforementioned Declaration:

1. That condominium units numbered 202 and 204 are combined to form a new condominium unit to be known as 202. That condominium units 303 and 305 are combined to form a new condominium unit to be known as 303. That condominium units 310 and 311 are combined to form a new condominium unit known as 310. That condominium units 320 and 322 are combined to form a new condominium unit to be known as 320. That the restaurant and lounge, unit 614, is subdivided into three condominium units which shall be known as units 614, 615, and 616.

2. That the attached amended plat modifying existing condominium units and adding additional condominium units is attached hereto and by reference made a part hereof.

3. That amended Exhibit C attached hereto and by reference made a part hereof is incorporated into this Declaration and supercedes the previous Exhibit C.

This Amendment shall become effective upon its recording in the public records of Pinellas County, Florida.

Condominium Plat pertaining hereto is filed in Condominium Plat Book 48, Page 50.
The original Condominium Plat pertaining hereto are filed in Plat Book 43, Pages 51 thru 69 Inc 1

THIS DOCUMENT PREPARED BY THE ATTORNEY
R. TIMOTHY PETERS, ATTORNEY
GOZA HALL, PEACOCK, PETERS AND SMITH, P.A.
800 616, CLEARWATER, FL 34616

IN THE PRESENCE OF:

SOUTHWEST PROPERTIES CORPORATION

Beverly Kruppberg
Les Robson

By: Bruce Mueck
President

Attest: Sharon Mueck
Secretary

(Corporate Seal)



STATE OF FLORIDA

COUNTY OF Pinellas

Before me, a notary public in and for the state and county aforesaid, duly authorized to take acknowledgments personally appeared Bruce Mueck and Sharon Mueck, President and Secretary, respectively, of SOUTHWEST PROPERTIES CORPORATION, to me well known, and they acknowledged before me that they executed, sealed, and delivered the foregoing Amendment to the Declaration of Condominium of Island Inn, A Condominium for the uses and purposes therein expressed, as their free act and deed.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal at St. Petersburg Beach, said county and state, this 1st day of January, 1981.

June D. Wightman
NOTARY PUBLIC
My Commission Expires: Notary Public, State of Florida at Large
My Commission Expires: April 8, 1981
Bonded By American Fidelity & Guaranty Company

IN THE PRESENCE OF:

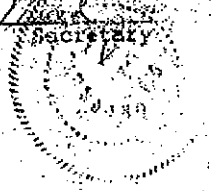
ISLAND INN CONDOMINIUM HOTEL ASSOCIATION, INC.

Beverly Kruppberg
Les Robson

By: Bruce Mueck

Attest: Sharon Mueck
Secretary

(Corporate Seal)



STATE OF FLORIDA

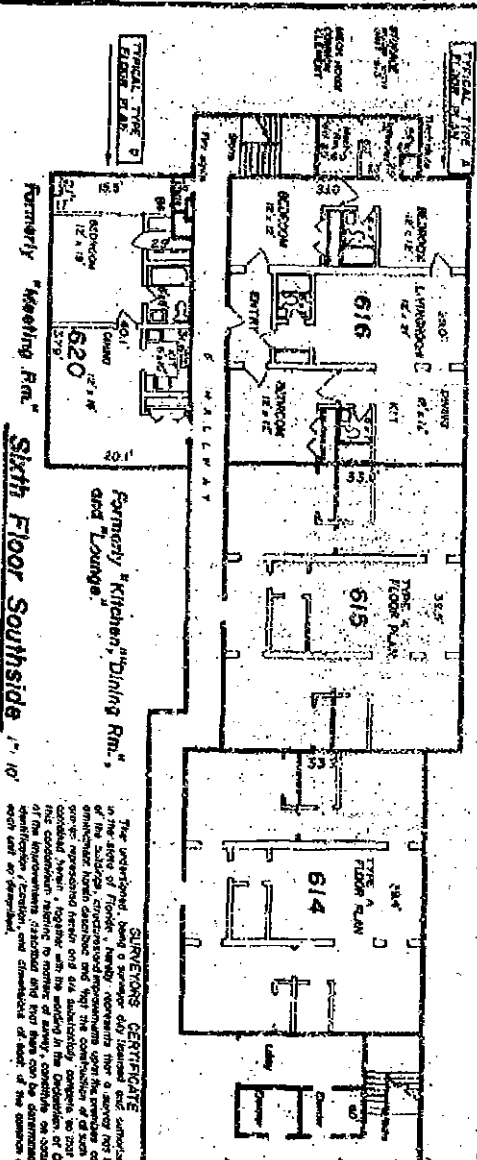
COUNTY OF Pinellas

Before me, a notary public in and for the state and county aforesaid, duly authorized to take acknowledgments personally appeared Bruce Mueck and Sharon Mueck, President and Secretary, respectively, of ISLAND INN CONDOMINIUM HOTEL ASSOCIATION, INC., to me well known, and they acknowledged before me that they executed, sealed, and delivered the foregoing Amendment to the Declaration of Condominium of Island Inn, A Condominium for the uses and purposes therein expressed, as their free act and deed.

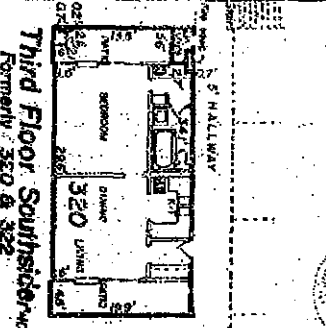
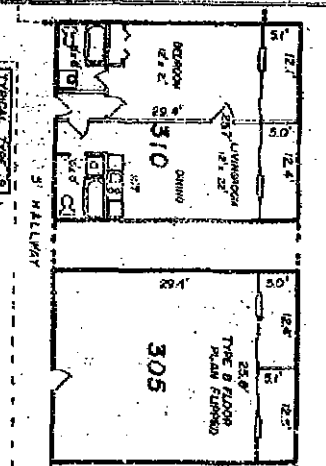
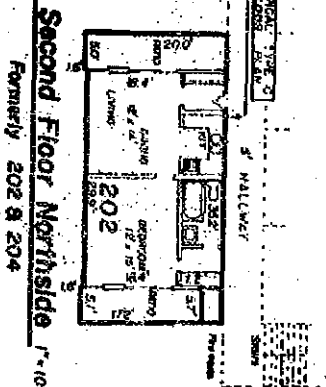
IN WITNESS WHEREOF, I have hereunto set my hand and official seal at St. Pete Beach, said county and state, this 1st day of January, 1981.

June D. Wightman
NOTARY PUBLIC
My Commission Expires: Notary Public, State of Florida at Large
My Commission Expires: April 8, 1981
Bonded By American Fidelity & Guaranty Company

ISLAND INN, A CONDOMINIUM
FIRST AMENDMENT
SECTION 26, TOWNSHIP 31 SOUTH, RANGE 15 EAST, PINELLAS COUNTY, FLORIDA



SURVEYORS CERTIFICATE
The undersigned, Surveyors, do hereby certify and warrant to produce to the State of Florida, ready for recording, a true and correct copy of the original, corrected plat of the subdivision of the above described property, and that the construction of the same, improvements thereon, and the subdivision thereof, as shown on the attached plat, conform to the requirements of the Constitution and Statutes of the State of Florida, relating to the subdivision of land, and that the same are correct and true to the best of our knowledge and belief.



Third Floor Northside 1'-10"
310 Formerly 311 B 310 305 Formerly 305 B 305
Walker & Associates, Inc.
CONDOMINIUM SURVEYORS
1450 WICKS COURT, THUNDERBOLT, FLORIDA 33411
Sheet 1 of 1

ISLAND INN, A CONDOMINIUM

The percentages of undivided shares in the common elements, and shares in the common expenses and common surplus appurtenant to each unit are as follows:

<u>UNIT</u>	<u>PERCENTAGE</u>
101	.520
102	.502
201	.887
202	1.314
203	.097
205	.887
206	.887
207	.887
208	.887
209	.887
210	.887
211	.887
212	.887
213	.887
214	.887
215	.887
216	.887
217	.887
218	.887
219	.887
220	.887
221	1.193
301	.887
302	.657
303	1.774
304	.657
306	.887
307	.887
308	.887
309	.887
310	1.774
312	.887
313	.887
314	.887
315	.887
316	.887
317	.887
318	.887
319	.887
320	1.314
321	.887
323	.887
401	.887
402	.657
403	.887
404	.657
405	.887
406	.887
407	.887
408	.887
409	.887
410	.887
411	.887
412	.887
413	.887
414	.887

EXHIBIT C

UNIT

PERCENTAGE

D.R. 5157 PAGE 1448

415	.887
416	.887
417	.887
418	.887
419	.887
420	.657
421	.887
422	.657
423	.887
501	.887
502	.657
503	.887
504	.657
505	.887
506	.887
507	.887
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606	.887
607	.887
608	.887
609	.887
610	.887
611	.887
612	.887
614	3.337
615	3.337
616	3.337
620	1.867

EXHIBIT C

RECORDED
PINELLAS CO. FLORIDA
Karl F. DeBlase
CLERK CIRCUIT COURT
MAR 5 4 00 PM '81

O.R. 5 157 PAGE 1444

81083985

AMENDMENT TO THE DECLARATION OF CONDOMINIUM
OF
ISLAND INN, A CONDOMINIUM

This Amendment to the Declaration of Condominium of Island Inn, A Condominium, made this 15 day of January, 1981, by Southwest Properties Corporation, a Florida corporation, and being the developer of Island Inn, A Condominium, and Island Inn Condominium Motel Association, Inc. and, pursuant to the provisions of Article XXIV(B) and Article XIX(B), and the developer being the fee simple owner of units 202, 204, 303, 305, 310, 311, 320, and 322, among other units and, in order to modify and combine existing condominium units and create additional condominium units, file herewith the foregoing Amendment to the aforementioned Declaration:

1. That condominium units numbered 202 and 204 are combined to form a new condominium unit to be known as 202. That condominium units 303 and 305 are combined to form a new condominium unit to be known as 303. That condominium units 310 and 311 are combined to form a new condominium unit known as 310. That condominium units 320 and 322 are combined to form a new condominium unit to be known as 320. That the restaurant and lounge, unit 614, is subdivided into three condominium units which shall be known as units 614, 615, and 616.

2. That the attached amended plat modifying existing condominium units and adding additional condominium units is attached hereto and by reference made a part hereof.

3. That amended Exhibit C attached hereto and by reference made a part hereof is incorporated into this Declaration and supercedes the previous Exhibit C.

This Amendment shall become effective upon its recording in the public records of Pinellas County, Florida.

THIS INSTRUMENT PREPARED BY & RETURN TO:
R. TIMOTHY PETERS, ATTORNEY
6024 HALL PEACOCK, PETERS AND SMITH, P.A.
BOX 6314 CLEARWATER, FL 34616

Condominium Plat pertaining hereto is filed in Condominium Plat Book 45, Page 50.
The original Condominium Plat pertaining hereto are filed in Plat Book 43, Pages 51 thru 69 incl.

16.00
16.00

IN THE PRESENCE OF:

SOUTHWEST PROPERTIES CORPORATION

Gwendy Kruppenburg
Les Robson

By: Bruce Muech
President

Attest: Sharon Muech
Secretary

(Corporate Seal)

STATE OF FLORIDA

COUNTY OF Pinellas

Before me, a notary public in and for the state and county aforesaid, duly authorized to take acknowledgments personally appeared Bruce Muech and Sharon Muech, President and Secretary, respectively, of SOUTHWEST PROPERTIES CORPORATION, to me well known, and they acknowledged before me that they executed, sealed, and delivered the foregoing Amendment to the Declaration of Condominium of Island Inn, A Condominium for the uses and purposes therein expressed, as their free act and deed.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal at St. Petersburg Beach, said county and state, this 14 day of January, 1981.

June D. Wightman
NOTARY PUBLIC

My Commission Expires Notary Public, State of Florida at Large
My Commission Expires April 8, 1982
Issued by American Fidelity & Guaranty Company

IN THE PRESENCE OF:

ISLAND INN CONDOMINIUM MOTEL ASSOCIATION, INC.

Gwendy Kruppenburg
Les Robson

By: Bruce Muech

Attest: Sharon Muech
Secretary

(Corporate Seal)

STATE OF FLORIDA

COUNTY OF Pinellas

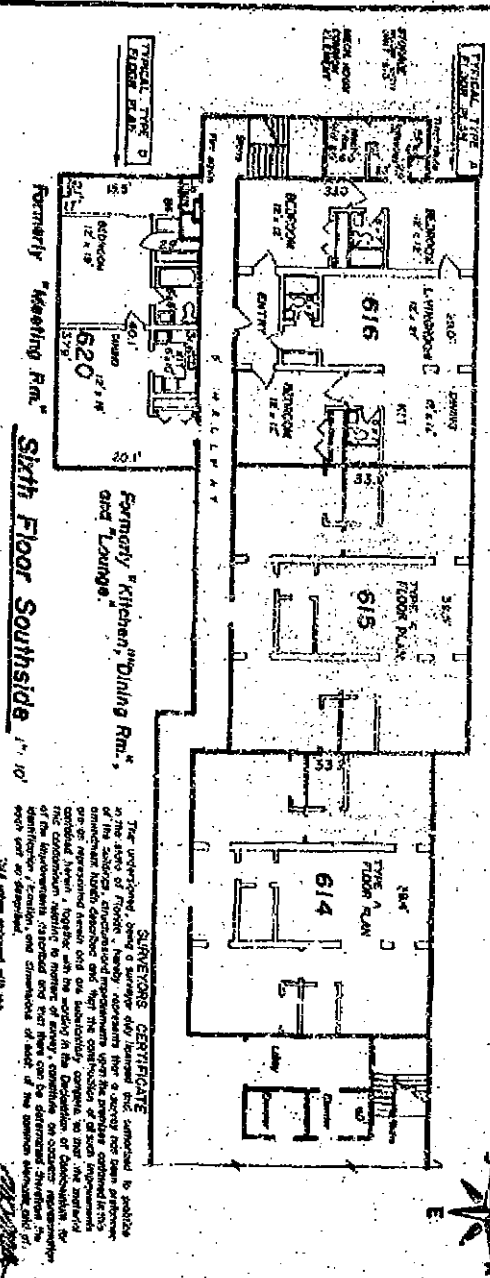
Before me, a notary public in and for the state and county aforesaid, duly authorized to take acknowledgments personally appeared Bruce Muech and Sharon Muech, President and Secretary, respectively, of ISLAND INN CONDOMINIUM MOTEL ASSOCIATION, INC., to me well known, and they acknowledged before me that they executed, sealed, and delivered the foregoing Amendment to the Declaration of Condominium of Island Inn, A Condominium for the uses and purposes therein expressed, as their free act and deed.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal at St. Petersburg Beach, said county and state, this 14 day of January, 1981.

June D. Wightman
NOTARY PUBLIC

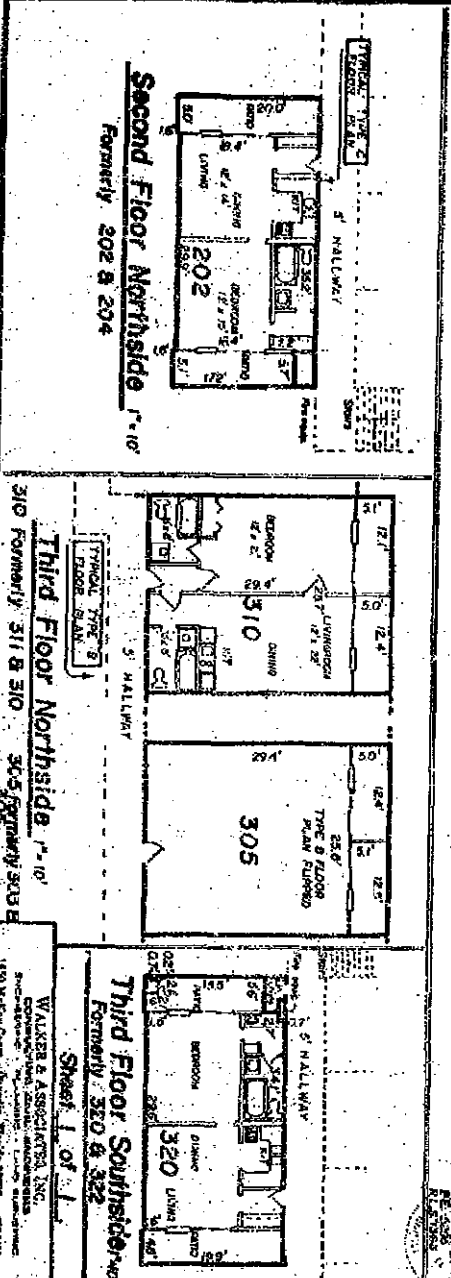
My Commission Expires: Notary Public, State of Florida at Large
My Commission Expires April 8, 1983
Issued by American Fidelity & Guaranty Company

ISLAND INN, A CONDOMINIUM
SECTION 26, TOWNSHIP 31 SOUTH, RANGE 15 EAST, PINELLAS COUNTY, FLORIDA



Formerly "Kitchen," "Dining Rm.,"
 and "Lounge."
 Formerly "Meeting Rm."
 Sixth Floor Southside 1'-10"

SURVEYORS CERTIFICATE
 The undersigned, being a surveyor duly licensed to practice in the State of Florida, hereby certifies that a survey has been performed in accordance with the provisions of the Statutes of this State, and that the foregoing plat and map are a true and correct copy of the original survey and map on file in the office of the undersigned, together with the original of the same, and that the same are in accordance with the provisions of the Statutes of this State, and that the same are in accordance with the provisions of the Statutes of this State, and that the same are in accordance with the provisions of the Statutes of this State.



WALKER & ASSOCIATES, INC.
 1500 N. Florida Ave., Suite 100, Tampa, Florida 33604
 SHEET 1 OF 1

ISLAND INN, A CONDOMINIUM

The percentages of undivided shares in the common elements, and shares in the common expenses and common surplus appurtenant to each unit are as follows:

<u>UNIT</u>	<u>PERCENTAGE</u>
101	.520
102	.502
201	.887
202	1.314
203	.887
205	.887
206	.887
207	.887
208	.887
209	.887
210	.887
211	.887
212	.887
213	.887
214	.887
215	.887
216	.887
217	.887
218	.887
219	.887
220	.887
221	1.193
301	.887
302	.657
303	1.774
304	.657
306	.887
307	.887
308	.887
309	.887
310	1.774
312	.887
313	.887
314	.887
315	.887
316	.887
317	.887
318	.887
319	.887
320	1.314
321	.887
323	.887
401	.887
402	.657
403	.887
404	.657
405	.887
406	.887
407	.887
408	.887
409	.887
410	.887
411	.887
412	.887
413	.887
414	.887

EXHIBIT C

<u>UNIT</u>	<u>PERCENTAGE</u>
415	.887
416	.887
417	.887
418	.887
419	.887
420	.657
421	.887
422	.657
423	.887
501	.887
502	.657
503	.887
504	.657
505	.887
506	.887
507	.887
508	.887
509	.887
510	.887
511	.887
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518	.887
519	.887
520	.657
521	.887
522	.657
523	.887
601	.887
602	.657
603	.887
604	.657
605	.887
606	.887
607	.887
608	.887
609	.887
610	.887
611	.887
612	.887
614	3.337
615	3.337
616	3.337
620	1.867

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EXHIBIT C

CERTIFICATE OF AMENDMENT TO THE DECLARATION OF CONDOMINIUM OF ISLAND INN, A CONDOMINIUM

THE UNDERSIGNED, being the duly elected and acting President of Island Inn Condominium Association Inc., a Florida not for profit corporation, organized pursuant to F.S. §§ 617 and 718 et seq., for the purpose of managing and operating the affairs of Island Inn Condominium, according to the Declaration of Condominium thereof, as recorded in Official Records Book 5051, Page 2133, of the Official Records of Pinellas County, Florida, as amended in Official Records Book 5157 Page 1444, as amended in Official Records Book 5549 Page 1577, as amended in Official Records Book 5607 Page 844, as amended in Official Records Book 6066 Page 462 as amended in Official Records Book 6066 Page 464, as amended in Official Records Book 7081 Page 1422, as amended in Official Records Book 8080 Page 1344, as amended in Official Records Book 17876 Page 2506 of Pinellas County, Florida, hereby certifies that on August 26, 2021, in accordance with the governing documents and F.S. 718 et. Seq. at a duly and properly noticed and called meeting of the members of the Association at which a quorum was present, and at which a vote of the membership at such meeting of the members present in person or by proxy approved in excess of that required by the pertinent provisions of the Declaration, approved and adopted the attached amendment to said Declaration which shall be incorporated as an official amendment to the Declaration.

RESOLVED, that the Declaration be and is hereby amended.

Witness my signature hereto this 13th day of APRIL, 2022 in Pinellas County, Florida

Island Inn Condominium Association Inc., A Florida Not-for-Profit Corporation

By: Bruce Rubino
President: Bruce Rubino

Wise Richards
Witness Name: Wise Richards

Teri Clennan
Witness Name: Teri Clennan

By: Caryn McDermott
Attest Caryn McDermott (Secretary)

STATE OF FLORIDA
COUNTY OF PINELLAS

The foregoing instrument was acknowledged before me by means of physical presence or online notarization, this 13th day of APRIL, 2022 by Bruce Rubino, of Island Inn Condominium Association, Inc. He is personally known to me or has produced (type of identification) as identification, to be the person who executed the foregoing instrument by authority of and on behalf of Island Inn Condominium Association, Inc. and who did take an oath.

Signature of Notary Public
[Signature]
Notary Public State of Florida
Johannes Aucamp
My Commission GG 354107
Expires 07/11/2023

**AMENDMENTS TO THE DECLARATION OF CONDOMINIUM OF
ISLAND INN, A CONDOMINIUM**

As used herein the following shall apply:

- a. Words in the text that are lined through (~~stricken out~~) indicate deletions from the present text.
- b. Words in the text which are underlined shall indicate additions to the present text.

Article XII – RESTRICTIONS, of the Declaration of Condominium, is hereby amended to add Paragraphs (T) and (U).

(T) All vendors and contractors must provide a valid Certificate of Insurance, Proof of Business Licensure, and Permits(if required for specific work performed), before being allowed access to the property.

(U) Smoking shall be prohibited in any area of the condominium property including all common elements, limited common elements, and inside of each unit.

Prepared by:

Jonathan James Damonte, B.C.S.
Florida Bar Board Certified Condominium
& Planned Development Lawyer
Jonathan James Damonte, Chartered
12110 Seminole Blvd.
Largo, FL 32778

space above line reserved for recording information

**ISLAND INN CONDOMINIUM ASSOCIATION, INC.
CERTIFICATE OF FILING AMENDMENT
TO
DECLARATION OF CONDOMINIUM**

I, CARYN MCDERMOTT, Secretary of ISLAND INN CONDOMINIUM ASSOCIATION, INC., a Florida corporation not-for-profit (the "Association"), the condominium association for ISLAND INN, A CONDOMINIUM, hereby certify that the attached amendments to the Declaration of Condominium of ISLAND INN, A CONDOMINIUM, originally recorded in O.R. Book 5051, Page 2133, as amended in O.R. Book 5157, Page 1444, O.R. Book 5549, Page 1577, O.R. Book 5607, Page 844, O.R. Book 6066, Page 462, O.R. Book 6066, Page 464, O.R. Book 8080, Page 1344, O.R. Book 17876, Page 2506, and O.R. Book 22050, Page 2457, all of the Public Records of Pinellas County, Florida, were adopted by the affirmative vote of the Directors at a duly noticed and called meeting of the Board of Directors held on September 8, 2022, and by the affirmative vote of not less than two-thirds of the total number of votes of the Unit Owners present and voting at a duly noticed and called Special Meeting of the Unit Owners held on February 23, 2023, pursuant to the provisions of Article XI A. of the said Declaration of Condominium, which was sufficient for approval pursuant to the terms of said Declaration.

Dated this 9th day of May, 2023.

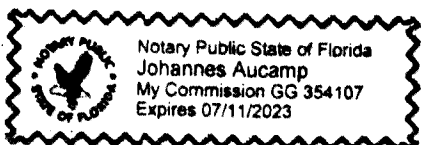
ISLAND INN CONDOMINIUM ASSOCIATION, INC.

By: *Caryn McDermott*
Caryn McDermott, Secretary

STATE OF FLORIDA
COUNTY OF PINELLAS

The foregoing instrument was acknowledged before me by means of physical presence or online notarization, this 9th day of MAY, 2023, by Caryn McDermott, as Secretary of ISLAND INN CONDOMINIUM ASSOCIATION, INC., a Florida not-for-profit corporation, on behalf of the corporation. He/she is personally known to me or has produced M 236 112 47 595 0 as identification.

(SEAL)



Johannes Aucamp
Notary Public
JOHANNES AUCAAMP
Name typed, printed or stamped
My Commission Expires: 7/11/23

Island Inn, A Condominium
Amendment to Declaration of Condominium

ARTICLE XII RESTRICTIONS (q) is amended to read as follows:

(q) there shall be only one rental office allowed to operate within or upon the Island Inn Condominium Complex. The rental office shall be located in Commercial Condominium Unit 101-office as identified in the Declaration of Condominium of the Island Inn Condominium Association, Inc. Said rental office and the employees of said rental office, are subject to the rules and regulations, declaration of Condominium and By-laws of the Island Inn Condominium Association, Inc.

In addition to the on-site rental office, there may be up to a maximum of two (2) external rental agents allowed to manage Unit rentals in or upon the Island Inn Condominium Complex. The Board of Directors of the Island Inn Condominium Association, Inc. or its agent will periodically ensure that the rental agents comply with the following minimum standards:

1. Maintain a valid Business registration in Pinellas County, Florida;
2. Maintain a valid DBPR Hotel/Motel License;
3. Provide a Certificate of Insurance of \$1,000,000 Liability coverage with the Island Inn Condominium Association, Inc. named as a Certificate Holder;
4. Provide proof of Workman's Compensation Insurance for all staff working for the company at the Island Inn Condominium Complex;
5. Provide proof of clear background checks for staff;
6. Make Unit(s) available to DBPR Hotel Division inspectors, and maintain clear DBPR Hotel Division inspections;
7. Comply with the Rules and Regulations of Island Inn Condominium Association, Inc.;
8. If more than two (2) companies meet the standards required, the Island Inn Condominium Association, Inc., Board of Directors, in its sole discretion, shall select the two (2) companies allowed to manage Units in or upon the Island Inn Condominium Complex.

Owner managed Units:

Owners managing their own Units are required to:

1. Maintain a valid DBPR Hotel Division Vacation Rental License;
2. Provide a Certificate of Insurance of \$1,000,000 liability coverage with the Island Inn Condominium Association, Inc. named as a Certificate Holder;
3. Provide proof of Workman's Compensation Insurance for all staff working for the owner at the Island Inn Condominium Complex, (if owner is cleaning his/her own Unit, the owner needs to provide the Island Inn Condominium Association with a written and notarized acceptance of liability for work-related injuries and damages while working in the unit);
4. Provide proof of clear background checks for staff;
5. Make Unit(s) available to DBPR Hotel Division inspectors and maintain clear DBPR Hotel Division inspections;
6. Comply with the Rules and Regulations of Island Inn Condominium Association, Inc.