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Pirate's Cove Club Condominium Association, Inc.

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01 Cash/11 Chg
40 Rec 139.00
41 DS
43 Int
Tot 139.00

DECLARATION OF CONDOMINIUM
OF
PIRATE'S COVE CLUB CONDOMINIUM, INC.
a non-profit corporation

DECLARATION, made this 1 day of February, 1981, by
PIRATE'S COVE CLUB VENTURE, Ltd., a Florida limited partnership, here-
inafter called the Developer, for itself, its successors, grantees and
assigns.

1. SUBMISSION TO CONDOMINIUM OWNERSHIP: The purpose of
this Declaration is to submit certain of the lands herein described
and certain of the improvements thereon to the condominium form of
ownership and use in the manner provided by the laws of the State of
Florida. The undersigned, as general partner of PIRATE'S COVE CLUB
VENTURE, Ltd., a Florida limited partnership, (herein called the
Developer) hereby submits fee simple interest in the Condominium
property, as hereinafter described, to condominium ownership. (See
Exhibit "1" for legal description).

2. NAME OF CONDOMINIUM: The condominium is to be iden-
tified by the name of PIRATE'S COVE CLUB CONDOMINIUM, a condominium.

3. DEFINITIONS: For all purposes of this Declaration
and for all purposes of the Articles of Incorporation, By-laws and
Regulations, the following words shall have the definitions as here-
inafter stated:

- (a) Condominium Unit--A unit being an apartment space des-
ignated as a particular unit or any of them designated
by the numbers 1 through 42 on the sketch of survey and
plat attached hereto.
- (b) Common Elements--Portions of the condominium property
not included in the individual condominium unit or
units.
- (c) Condominium Parcel--The condominium unit, together
with an undivided share in the common elements
appurtenants thereto.
- (d) Owner--That person or entity owning a condominium
unit.
- (e) Member--An owner who is a member of PIRATE'S COVE CLUB
CONDOMINIUM ASSOCIATION, INC., a Florida non-profit
membership corporation, herein referred to as "The
Association".
- (f) Developer--The Developer is PIRATE'S COVE CLUB VENTURE,
Ltd., a Florida limited partnership.

4. UNIT IDENTIFICATION: The condominium units on the
condominium property are set forth in the plan attached hereto and
made a part hereof. Each condominium unit is described in such plan
in such manner that there can be determined therefrom the identifica-
tion, location, dimensions and size of each unit and no unit bears the
same designation as does any other unit.

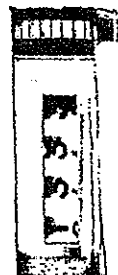
5. DEVELOPMENT PLANS: The condominium property, being
submitted to condominium ownership is in the process of construction
with completion contemplated for occupancy on or about November 1,
1981. All the land which may become a part of the condominium is
legally described at Exhibit "1" hereof.

THIS INSTRUMENT PREPARED BY:

RETURN TO:

"Condominium Plats pertaining hereto are filed in
Condominium Plat Book 48, Pages 11-13 incl."

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PIRATES COVE CLUB CONDOMINIUM will consist of four (4) buildings, one with nineteen (19) units and the second with four (4) units, one with fifteen (15) units and the other with four (4) units, for a total of forty-two (42) units. Each unit owner shall have one (1) vote in the condominium association.

The size and floor plan of the units are shown on sheets 2 and 3 of Exhibit attached hereto.

6. DEVELOPER'S UNITS AND PRIVILEGES: The Developer is irrevocably empowered, notwithstanding anything herein to the contrary, to sell, lease or rent units to any person or persons approved by him. Said Developer shall have the right to transact on the condominium property any business necessary to consummate sale of units, including but not limited to, the right to have signs advertising said apartments for sale, use the common elements of the condominium for such purposes and to show apartments. In the event there are unsold apartments, the Developer retains the right to be the owner thereof, under the same terms and conditions as other owners save for this right to sell, rent, or lease as contained in this paragraph.

7. COMMON ELEMENTS: Common elements, in addition to the definitions listed in the Florida Statutes include the following items:

- (a) An exclusive easement for the use of the air space occupied by the condominium unit as it exists at any particular time and as the unit may be lawfully altered.
- (b) An undivided share of the common surplus.
- (c) Cross easements for ingress, egress, support, maintenance, repair, replacement and utilities.

8. PERCENTAGE OF OWNERSHIP OF COMMON ELEMENTS AND SHARES OF COMMON EXPENSES AND OF COMMON SURPLUS: The undivided shares in the common elements, appurtenant to each of the condominium units, are set forth below in percentages. These same figures in percentages also constitute the shares of each condominium unit with respect to common expenses and common surplus.

<u>UNIT</u>	<u>% SHARE</u>
1	2.381
2	2.381
3	2.381
4	2.381
5	2.381
6	2.381
7	2.381
8	2.381
9	2.381
10	2.381
11	2.381
12	2.381
12A	2.381
14	2.381
15	2.381
16	2.381
17	2.381
18	2.381
19	2.381
20	2.381
21	2.381
22	2.381
23	2.381
24	2.381

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25	2.381
26	2.381
27	2.381
28	2.381
29	2.381
30	2.381
31	2.381
32	2.381
33	2.381
34	2.381
35	2.381
36	2.381
37	2.381
38	2.381
39	2.381
40	2.381
41	2.381
42	2.381

It is understood that the figures concern shares of expenses in connection with any assessments, insurance, maintenance contracts, and all other expenditures for which the Association shall be responsible.

9. **THE ASSOCIATION:** The Developer and all owners whose interests are evidenced by the recordation of a proper instrument in the Public Records of Pinellas County, Florida, shall automatically be members of the Association and such membership is automatically terminated when such persons have divested themselves of all such interests. The affairs of the condominium shall be conducted by the Association. Such Association shall be a membership non-profit corporation known as PIRATE'S COVE CLUB CONDOMINIUM ASSOCIATION, INC. By-laws of the Association are attached hereto as Exhibit "3" and made a part hereof as though set out in full. A copy of the Articles of Incorporation and Certificate of Incorporation being attached hereto as Exhibit "2".

10. **VOTING RIGHTS OF OWNERS OF UNITS:** The owner or owners of a single condominium unit shall be entitled to one vote per unit. A person or entity owning more than one condominium parcel shall be designated as a voting member for each condominium parcel which he or it owns. All affairs, policies, and regulation of property of the Association shall be controlled by its Board of Directors, consisting of at least five (5) voting members.

11. **APARTMENT BOUNDARIES:** Each apartment shall include that part of the building containing the apartment which lies within the boundaries of the apartment, which boundaries shall be determined in the following manner:

- (a) The upper boundary shall be the plane of the lower surfaces of the ceiling of each apartment.
- (b) The lower boundary shall be the plane of the lower surfaces of the floor of each apartment.
- (c) The vertical boundaries of the apartment shall be (1) the exterior of the outside walls of the apartment building bounding an apartment, except where there is attached to the building a balcony or other portion of the building serving only the apartment being bounded, in which event, the boundaries shall be such as will include all of such structures and fixtures thereon, and (2) the center line of the interior walls bounding an apartment.

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12. BOAT SLIPS:

- (a) There are only thirty-two (32) boat slips available at the PIRATE'S COVE CLUB CONDOMINIUM property but there are forty-two (42) condominium units. The right to use the condominium boat slips shall be initially determined on a first come, first serve basis, wherein the first thirty-two (32) persons contracting for and closing on a condominium with the Developer who have indicated a desire to have the right to use a boat slip shall be possessed of the right to use that boat slip from the date of closing and transfer of the real property from the Developer to the Purchaser; said right to use the boat slip continuing until the person in possession of such a right to use ceases to be the owner of a condominium at PIRATE'S COVE CLUB CONDOMINIUM or assigns this right to another PIRATE'S COVE CLUB CONDOMINIUM owner, as provided herein.
- (b) Condominium owners having a right to use a boat slip may transfer such right to another owner of a condominium at PIRATE'S COVE CLUB CONDOMINIUM for a negotiated consideration, or without consideration, and shall be obligated to notify the Condominium Association of such a transfer. The Condominium Association will maintain a current record of all owners of condominiums who are also in possession of a right to use of a boat slip and shall maintain a separate account for the care, maintenance and reserve for replacement of the docks and docking facilities. At the end of each Condominium Association fiscal year, the possessors of rights to use the boat slips shall be assessed for such costs separately and apart from monthly sums assessed for general condominium maintenance.
- (c) No owner of a PIRATE'S COVE CLUB CONDOMINIUM unit shall be entitled to have the right to use more than one (1) boat slip, unless that owner shall possess more than one (1) condominium unit and then he shall have the right to use an equal number of boat slips to the number of condominium units he owns.
- (d) Use of boat slips by absentee condominium owners shall be prohibited. The right to use a boat slip, if possessed by the owner of a condominium, may be used only by the person physically residing in the condominium. For example, it shall be prohibited for a condominium owner to keep his boat in a PIRATE'S COVE CLUB CONDOMINIUM boat slip while he is leasing his condominium to other parties. The boat slips cannot be rented to other parties separate and apart from the lease of a condominium unit at PIRATE'S COVE CLUB CONDOMINIUM.

13. PARKING SPACES: Each condominium owner shall have, as an element of ownership, the right to use two (2) parking spaces on the property. One shall be directly located under the owned condominium unit and another in the open. The location of the assigned parking areas is designated on the plan which is attached hereto and made a part hereof as Exhibit "1".

14. AMENDMENT OF DECLARATION: This Declaration may be amended by the affirmative vote of Three-fourths (3/4) of the owners at a meeting called for that purpose; provided, however, no amendment shall be made which shall in any manner impair the security of any institutional lender having a mortgage or other lien against a condominium parcel or any other holders of liens of record.

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15. CONVEYANCE BY DEVELOPER: The Developer will convey, by Warranty Deed, a marketable or insurable fee simple title, along with an undivided share in the common element specified in the Declaration subject to the following exceptions:

- (a) The provisions of the Declaration of Condominium, By-laws of the Association and Regulations of said Association.
- (b) Taxes for the year in which the property is sold.
- (c) Restrictions of record, zoning or other restrictions upon the use of the property as may be imposed by governmental authorities.
- (d) Liens for materials furnished or work done at the request of the purchaser.

16. ASSESSMENTS, LIABILITY, MAINTENANCE LIEN AND PRIORITY, INTEREST, COLLECTION: Common expenses shall be assessed each condominium owner by the Association as provided herein.

Every assessment, regular or special, made hereunder and costs incurred in collecting same, including reasonable attorneys' fees, shall be secured by a lien against the condominium parcel and all interests therein owned by the members against which the assessment is made. Such lien shall rise in favor of the Association and shall come into effect upon recordation of this instrument and the lien for all sums due hereafter and shall date back to said date and shall be determined to be prior to and superior to the creation of any homestead status for any condominium parcel and to any subsequent lien or encumbrance, except that the lien referred to herein shall be subordinate and inferior to that of a duly recorded first or second mortgage. Where the mortgagee of a first or second mortgage of record or the purchaser or purchasers of a condominium parcel obtains title to the condominium parcel as a result of the foreclosure of such first mortgage or by voluntary conveyance in lieu of such foreclosure, such mortgagee shall not be liable for the share of common expenses or assessments by the Association pertaining to such condominium parcel or chargeable to the former owner of such condominium parcel unless the share is secured by a claim of lien for assessments that is recorded prior to the recording of the foreclosed mortgage. Such unpaid share of common expenses or assessments shall be determined to be common expenses collectible from all owners of condominium parcels, including such acquiror, his successors and assigns.

17. MAINTENANCE:

- (a) The Association shall maintain, repair and replace, at the Association's own expense:
 - (1) All portions of the units (except interior wall surfaces) contributing to the support of the building, which portions shall include, but not be limited to, the outside walls of the building and load bearing columns.
 - (2) All conduits, ducts, plumbing, wiring and other facilities for the furnishing of utility services which are contained in the portions of the unit contributing to the support of the building or within interior boundary walls, and all such facilities contained within a unit which it is contained.

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(3) All incidental damage caused to unit by such work will be promptly repaired at the expense of the Association.

(b) The condominium unit owners shall be responsible for the following:

- (1) To maintain in good condition, repair and replace at his own expense, all portions of the unit except those portions to be maintained, repaired or replaced by the Association. Such work shall be done without disturbing the rights of other unit owners, if at all possible.
- (2) Not to paint or otherwise decorate or change the appearance of any portion of the exterior of the building.
- (3) To promptly report to the Association any defects or needs for repairs, of which the responsibility for remedy is that of the Association.
- (4) No condominium parcel owner shall make any alterations in the portions of the building which is to be maintained by the Association or remove any portion thereof or make any additions thereto or do any work which would jeopardize the safety or soundness of the building or impair any easement, without first obtaining approval from the Board of Directors of the Association.

Directed to include "Leak's" within Unit

18. MAINTENANCE AND ALTERATION OF COMMON ELEMENTS:

(a) The maintenance and operation of the common elements of the building shall be the responsibility and expense of the Association.

(b) The real property being submitted to common ownership is a completed, improved property. There shall be no alteration or further improvement of the real property constituting the common elements thereof without prior approval in writing by the owners of not less than Seventy-five Percent (75%) of the common elements, except as provided by the By-laws, and such alteration and improvement shall not interfere with the rights of any apartment owner, if at all possible. The cost of such work shall not be assessed against a bank, life insurance company or federal savings and loan association, which acquires its title as a result of owning a mortgage upon an apartment, unless such an owner shall approve the alteration or improvement and this shall be so whether the title is acquired by deed from mortgagor or through foreclosure proceeding. The share of any cost not so assessed shall be assessed to the other apartment owners in the proportions which their shares in the common elements bear to each other. There shall be no change in the shares and rights of an apartment owner in the common elements which are altered or further improved, whether or not the apartment owner contributes to the cost thereof.

19. ENFORCEMENT OF MAINTENANCE: In the event the owner of a unit fails to maintain it as required above, the Association or any other unit owner shall have the right to proceed in a court of equity to seek compliance with the foregoing provisions; or the Association

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shall have the right to assess the unit owner and the unit for the necessary sums to put the improvements within the unit in good condition. After such assessment, the Association shall have the right to have its employees or agents enter the unit and do the necessary work to enforce compliance with the above provisions; however, in the event the Association fails to comply with the terms and conditions of this Declaration or its Articles of Incorporation and By-laws, any lender or owner may apply to a court of competent jurisdiction for the appointment of a Receiver for the purpose of carrying out the terms and conditions required to be performed by the Association.

20. INSURANCE: The insurance, other than title insurance, which shall be carried upon the condominium property and the property of the condominium owners, shall be governed by the following provisions:

- (a) All insurance policies upon the condominium property shall be purchased in the name of the Association for the benefit of the Association and the condominium parcel owners and their mortgagees, as their interest may appear, and provisions shall be made for the issuance of certificates of mortgagee endorsements to the mortgagees. Condominium parcel owners may obtain insurance coverage at their own expense upon their own personal property and for their personal liability and living expense.
- (b) Coverage:
 - (1) Casualty: All buildings and improvements on the land and all personal property included in the condominium property, other than personal property owned by the condominium parcel owners, shall be insured in an amount equal to the maximum insurable replacement value, excluding foundation and excavation cost. Such coverage shall afford protection against loss or damage by fire and other hazards covered by a standard extended coverage endorsement and such other risks as from time to time will be customarily covered with respect to buildings similar in construction, location and use, including, but not limited to, vandalism and malicious mischief coverage.
 - (2) Public Liability: Public liability in such amounts and with such coverage as shall be required by the Board of Directors of the Association.
 - (3) Workmen's Compensation: Workmen's Compensation to meet the requirements of the law.
- (c) Premiums upon insurance policies purchased by the Association shall be paid by the Association and charged to the general expense account.
- (d) All insurance policies purchased by the Association shall be for the benefit of the Association and the condominium parcel owners and their mortgagees, as their interest may appear, and shall provide that all proceeds covering casualty losses shall be paid to the Association. Proceeds on account of damage to common elements shall be held as property of the condominium parcel owners in accordance with the percentages herein specified.

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- (e) In the event a loss occurs to any improvement within any of the units alone, without the loss occurring to any of the improvements within the common elements, payment under the insurance policies shall be made to the condominium parcel owners owning such units, and their mortgagees, if there be mortgages on said units, as their interest may appear, and it shall be the duty of those condominium parcel owners to effect the necessary repairs to the improvements within their respective units.
- (f) In the event that loss occurs to improvements within units and the contiguous common elements or to improvements within the common elements alone, payments under the insurance policies shall be made jointly to the Association and to the holders of mortgages on the units and the proceeds shall be expended or disbursed as follows:
- (1) If the mortgagees agree, all payees shall endorse the insurance company's check to the Association and the Association will promptly contract the necessary repairs to the improvements within the common elements and within the damaged units. In the event the insurance proceeds should be sufficient to repair all of the damage within the units, but insufficient to repair all the improvements within the common elements, the proceeds shall be applied first to completely repair the damage within the units and the balance of the funds shall be apportioned to repair improvements within the common elements, and the condominium parcel owners shall be subject to a special assessment and shall contribute to the Association the remaining funds necessary to repair and restore the improvements within the common elements.
 - (2) In the event all mortgagees do not agree to the endorsement of the proceeds as provided in Paragraph 20. (f) (1) above, all payees shall endorse the insurance company's check to the institutional first mortgagee owning and holding the oldest recorded mortgage encumbering any unit, which mortgagee shall hold the insurance proceeds in escrow and the escrow agent (should there be no such institutional first mortgagee or none with legal capacity to perform such escrow, then the payees shall endorse the insurance check to the Association, as escrow agent) shall disburse the funds as follows:
 - (aa) In the event any institutional first mortgagee demands application of insurance proceeds to the payment of its loan, the escrow agent shall distribute such proceeds jointly to the respective unit owners sustaining damages, and their mortgagees, as their interests may appear, in accordance with the damage sustained by each unit and in relation to the total damage claim and the amount of insurance funds available.
 - (bb) In the event the insurance proceeds are sufficient to rebuild and reconstruct all the

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damaged improvements within the common property and within the units, and provided all institutional first mortgagees, if any, agree in writing to such application of the insurance proceeds to this purpose, the improvements shall be completely repaired and restored. In this event, the Association shall negotiate and obtain a contractor willing to do the work on a fixed price basis and the escrow agent shall disburse the insurance proceeds and other funds held in escrow in accordance with the progress payments contained in the construction contract between the Association and the Contractor, which contract shall be subject to the prior written approval of the escrow agent.

- (cc) In the event institutional first mortgagees unanimously agree to have the insurance proceeds applied to reconstruction, but the insurance proceeds are not sufficient to repair and replace all of the improvements within the common elements and within the units, a membership meeting shall be held to determine whether or not to abandon the condominium project or to levy a uniform special assessment against each unit and the owners thereof, as their interests appear, to obtain the necessary funds to repair and restore the improvements within the common elements and the units, provided that the insurance funds available be applied first to repair the units damaged and such assessment shall be only for or on account of repairs to the common elements. In the event the majority of the voting members vote in favor of the special assessment, the Association shall immediately levy such assessment and the funds received shall be delivered to the escrow agent and disbursed as provided above. In the event the majority of the voting members are opposed to the special assessment and Seventy-five Percent (75%) vote for abandonment of the condominium project, the insurance proceeds shall be disbursed in accordance with the percentages allocable to each unit as per Paragraph 8. of this Declaration of Condominium, and the condominium project may be terminated as provided hereinafter.
- (g) If there has been a loss or damage to the common elements and the insurance proceeds available are inadequate to repair and reconstruct same and all of the units, and if the majority of the voting members vote against levying the special assessment referred to above, and Seventy-five Percent (75%) vote to abandon the condominium project, same shall be abandoned, subject to the provisions of Paragraph 28. hereinafter. As evidence of the members' resolution to abandon, the President and Secretary of the Association shall effect and place in the Public Records of Pinellas County, Florida, an affidavit stating that such resolution was properly passed, to which a copy of the

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consent of the unit owners and holders of all liens shall be affixed.

- (h) Under all circumstances, the Association hereby has the authority to act as the agent of all owners for the purpose of compromising or settling insurance claims for damage to improvements within units or common elements, subject to the approval of the mortgagees of the premises damaged.

21. APPROVAL OF TRANSFER OR LEASE:

- (a) No unit owner may effectively dispose of a unit of any interest therein by sale or lease, except to another unit owner in the condominium, without approval of the Association. If any unit owner shall acquire his title by gift, devise, or inheritance, the continuance of his ownership of his unit shall be subject to the approval of the Association.
- (b) A unit owner intending to make a bona fide sale or lease of his unit or any interest therein shall give to the Association notice of such intended purchaser or lessee, and such other information concerning the intended purchaser or lessee as the Association may reasonably require. In the case of a prospective sale, such notice, at the unit owner's option, may include a demand by him that the Association furnish a purchaser if the proposed purchaser is not approved; and if such demand is made, the notice shall be accompanied by an executed copy of the proposed contract to sell. A unit owner who has obtained his title by gift, devise or inheritance shall give to the Association notice of the acquiring of his title, together with such personal information as the Association reasonably require and a certified copy of the instrument evidencing his title. If the notice to the Association herein required is not given, then at any time after receiving knowledge of a transaction or event transferring ownership or possession of a unit, the Association, at its election and without notice, may approve or disapprove the transaction of ownership.
- (c) Within Thirty (30) days after receipt of the notice described in Subparagraph (b) of this paragraph, the Association must either approve or disapprove the proposed transaction or the continuance of ownership, as the case may be. If approved, the approval shall be stated in a certificate executed by the President and Secretary in recordable form, and shall be recorded in the public records of the county (except that a lease is not recorded).

22. DISAPPROVAL OF TRANSFER OR LEASE:

- (a) If the Association disapproves a proposed sale and if the notice of sale given by a unit owner shall so demand, then within Thirty (30) days after receipt of such notice and information, the Association shall deliver or mail by registered mail to the unit owner, an offer to purchase by a

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purchaser approved by the Association who will purchase and to whom the unit owner must sell the apartment. At the option of such purchaser, to be stated in his offer, the price to be paid shall be the fair market value determined by arbitration in accordance with the then existing rules of the American Arbitration Association, except that the arbitrators shall be Two (2) appraisers appointed by the American Arbitration Association who shall base their determination upon an average of their appraisals of the unit; and a judgment of specific performance of the sale, upon the award rendered by the arbitrators, may be entered in any court of competent jurisdiction. The expense of the arbitration shall be paid by the purchaser. The purchase price shall be paid in cash, and the sale shall be closed within Thirty (30) days after the delivery or mailing of such offer to purchase, or within Ten (10) days after the determination of the sale price, if such is by arbitration, whichever is the later.

- (b) If the proposed transaction is a lease, the unit owner shall be advised of the disapproval in writing and the lease shall not be made.
- (c) If the Association disapproves the acquisition of title by gift, devise or inheritance, the provisions of Subparagraph (a) of this paragraph shall apply (except that the purchase price shall be at fair market value determined by arbitration).
- (d) If the Association shall fail to provide a purchaser as required by Subparagraph (a) and (c) of this paragraph then, notwithstanding the disapproval, the sale or ownership, as the case may be, shall be deemed to have been approved, and the Association shall furnish a certificate of approval as provided in Paragraph 21.

23. MORTGAGE AND ACQUISITION BY MORTGAGEES:

- (a) With the exception of the Developer as described herein, no unit owner may mortgage his apartment or any interest therein without the approval of the Association, except to a bank, life insurance company or a duly licensed state or federal savings and loan association. The approval of any other mortgagee shall be subject to the conditions determined by the Association.
- (b) The provisions of Paragraphs 21. and 22. shall not apply to a transfer to or purchase by a bank, life insurance company or a duly licensed state or federal savings and loan association, which acquires its title as a result of owning a mortgage upon the unit concerned, and this shall be so whether the title is acquired by deed from the mortgagor or through foreclosure proceedings. Nor shall such provisions apply to a transfer, sale or lease by a bank, life insurance company or a licensed state or federal savings and loan association which so acquires its title. Neither shall such provisions require the approval of a purchaser who acquires title to an apartment at a duly ad-

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vertised public sale with open bidding, which is provided by law, such as, but not limited to, execution sale, foreclosure sale, judicial sale or tax sale.

24. NOTICE OF LIEN OR SUIT:

- (a) A unit owner shall give notice to the Association of every lien upon his apartment, other than for permitted mortgage taxes and special assessments, within Five (5) days after the attaching of a lien. Failure to comply with this subparagraph will not affect the validity of any judicial sale.
- (b) Notice shall be given the Association of every suit or other proceeding which may effect the title to his unit within Five (5) days after the unit owner receives knowledge thereof.

25. COMPLIANCE AND DEFAULT:

- (a) Each unit owner shall be governed by and shall comply with the terms of this Declaration, the Articles of Incorporation, By-laws and Regulations adopted pursuant thereto, and such documents and regulations as they may be amended from time to time. A default shall entitle the Association or other unit owners to the relief described in Subparagraph (b) of this paragraph, in addition to the remedies provided by the Florida Condominium Act.
- (b) A unit owner shall be liable for the expense of any maintenance, repair or replacement rendered necessary by his act, neglect or carelessness or by that of any member of his family, his or their guests, employees, agents or lessees, but only to the extent that such expenses are not met by the proceeds of insurance carried by the Association. Such liability shall include any increase in fire insurance rates occasioned by use, misuse, occupancy or abandonment of a unit or its appearance. In any proceeding arising because of an alleged default by a unit owner, the prevailing party shall be entitled to recover the costs of the proceeding and such reasonable attorney's fees as may be awarded by the Court.
- (c) The failure of the Association or any unit owner to enforce any covenant, restriction, or other provision of the Florida Condominium Act, this Declaration, the Articles of Incorporation, the By-laws or the Regulations adopted pursuant thereto, shall not constitute a waiver of the right to do so thereafter.

26. OBLIGATIONS OF MEMBERS: In addition to other obligations and duties heretofore set out in this Declaration, every condominium parcel owner shall:

- (a) Not permit or suffer anything to be done or kept in his unit which will increase the insurance rates of his unit or the common elements, or which will obstruct the rights or interfere with the rights of other members or annoy them by unrea-

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- sonable noises, or otherwise; nor shall a member commit or permit any nuisance, immoral or illegal act in his unit or on the common elements.
- (b) Conform to and abide by the By-laws and uniform rules and regulations in regard to the use of the unit and common elements, which may be adopted in writing from time to time by the Board of Directors of the Association, and to see that all persons using owner's property by, through or under him do likewise.
 - (c) Allow the Board of Directors or the agents and employees of the Association to enter any unit for the purpose of maintenance, inspection, repair, replacement of the improvements within the units or common elements, or in case of an emergency threatening units or the common elements, or to determine compliance with these restrictions, reservations, covenants, conditions and easements and By-laws of the Association.
 - (d) Show no sign, advertisement or notice of any type on the common elements or his unit and erect no exterior antennas and aerials, except as provided by uniform regulations promulgated by the Association, and there shall be no "For Sale" signs in any form or size placed inside or outside the windows of the unit or attached to the curtains or venetian blinds or any other part of the condominium unit, either inside or outside.
 - (e) Not make or cause any structural alteration to and in the buildings, specifically including, but not limited to, affixing outside shutters to windows, except storm shutters, the design and make to be approved by the Association, or removal of any additions or improvements or fixtures from the buildings, or do any act that will impair the structural soundness of the building.
 - (f) Make no repairs to any plumbing or electrical wiring within a unit except by licensed plumbers or electricians authorized to do work by the Board of Directors of the Association or its agents. Plumbing and electrical work within a unit shall be paid for and be the financial responsibility of the owners of the unit, whereas the Association or its agents shall pay and be responsible for repairs and electrical work within the common elements.

27. RESTRAINT UNDER SEPARATION AND PARTITION: Any transfer of a condominium parcel must include all elements thereof as afore-described and appurtenances thereto, whether or not specifically described, including, but not limited to, the condominium parcel owner's share in the common elements and his Association membership.

28. TERMINATION: The unit owners may remove the condominium property from condominium ownership as provided by the laws of the State of Florida or by an affirmative vote of seventy-five percent (75%) of the unit owners, as herein authorized and provided at Paragraph 20 (INSURANCE).

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In consideration of the foregoing, Developer shall be excused from the payment of its share of the common expenses in respect to the units owned by it in the respective phases during the guarantee period.

29. CONVENANTS: All provisions of the Declaration shall be construed to the covenants running with the land and with every part thereof and interest therein, and each parcel owner, his heirs, executors, administrators, successors and assigns shall be bound by all of the provisions of the Declaration.

30. INVALIDATION AND OPERATION: Invalidation of any portion of this Declaration or of any provisions contained in a conveyance of a condominium parcel, whether by judgment, court order, or law, shall in no way effect any of the other provisions which shall remain in full force and effect.

In the event any court should hereinafter determine that any provision, as originally drafted herein, violates the rule against perpetuities, or any other rule of law because of the duration of the period involved, the period specified in the Declaration shall not thereby become invalid, but instead shall be reduced to the maximum period allowed under such rule of law and for such purpose measuring lives shall be those of the incorporators of the Association.

31. INTERPRETATION: Whenever the context so requires the use of gender, it shall be deemed to include all genders, and the use of the plural shall include the singular, and the singular shall include the plural. The provisions of this Declaration shall be literally construed to effectuate its purposes of creating a uniform plan for the operation of a condominium in accordance with the laws made.

IN WITNESS WHEREOF, the Developer has caused this document to be executed on the day and date first written above.

PIRATE'S COVE CLUB VENTURE, Ltd.,
a Florida limited partnership

Joseph K. White
Deanne G. Sabel

By: *William C. Moore*
WILLIAM C. MOORE, General
Partner

STATE OF FLORIDA)
) ss.
COUNTY OF PINELLAS)

I HEREBY CERTIFY that on this 4 day of January, 1981, before me personally appeared WILLIAM C. MOORE, to me well known to be the person described in the above and foregoing Declaration of Condominium and who acknowledged before me that he is the general partner of the Developer of the aforesaid condominiums.

Joseph K. White
Notary Public

My Commission Expires:

NOTARY PUBLIC STATE OF FLORIDA AT LARGE
MY COMMISSION EXPIRES JULY 28 1982
BONDED THRU GENERAL INS. UNDERWRITERS

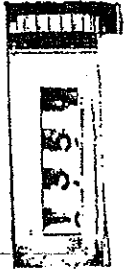
O.R. 5153 PAGE 1348

LEGAL DESCRIPTION

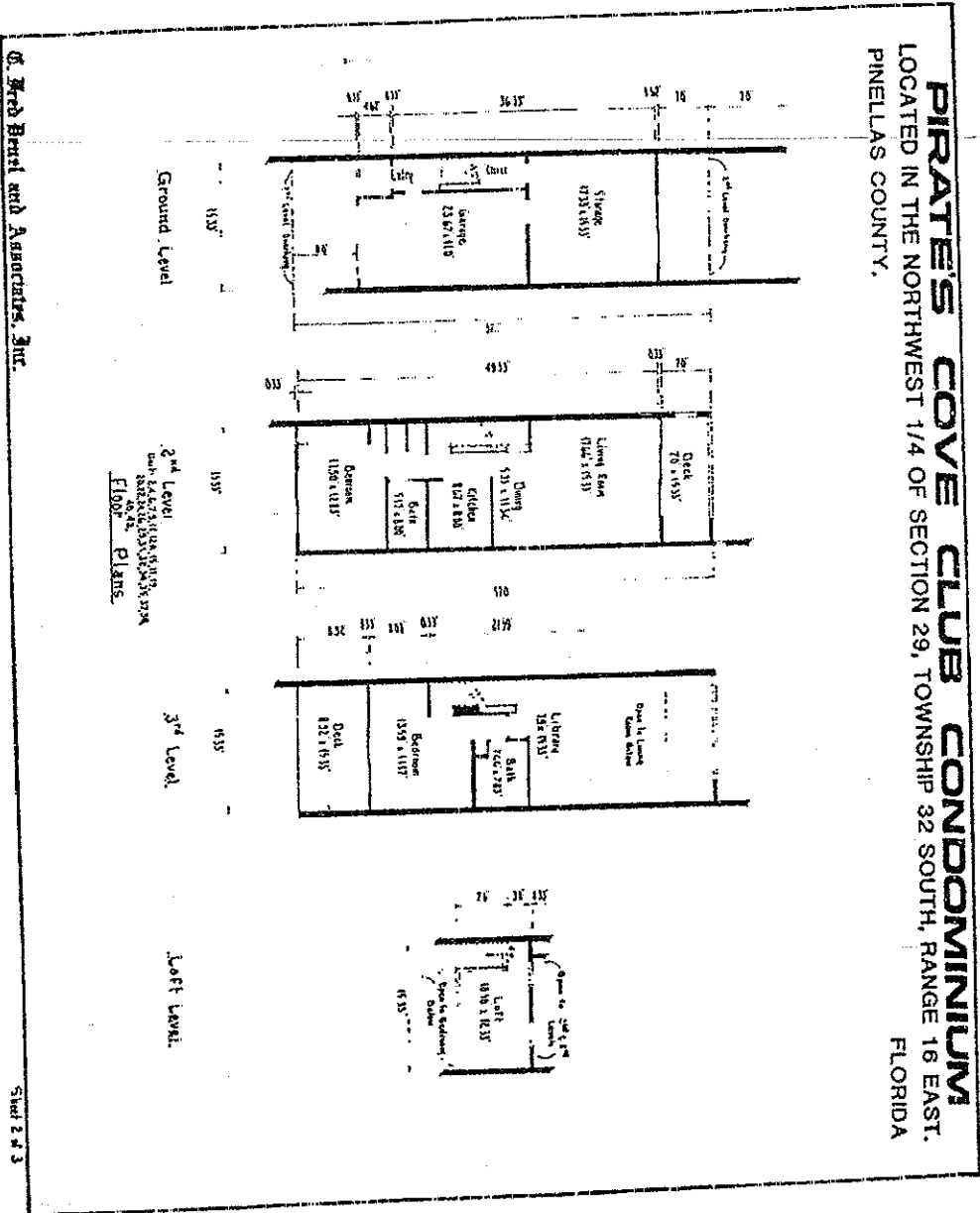
Begin at the Northwest corner of Section 29, Township 32 South, Range 16 East, Pinellas County, Florida, run S. 32 degrees 20' 18.5"E., a distance of 1149.38 feet to the Point of Beginning, said Point of Beginning also being the Southwest corner of Lot 1, Block 31, TIERRA VERDE UNIT ONE, as recorded in Plat Book 57 Pages 42 thru 55, inclusive, Public Records of Pinellas County, Florida, and also a point on the East right-of-way line of the Pinellas Bayway; thence N. 89 degrees 00' 07"E., 150.0 feet along the South line of said Lot 1 Block 31; thence N. 00 degrees 59' 53"W., 50.0 feet along the East line of said Lot 1 Block 31; thence N. 89 degrees 00' 07"E., 150.0 feet along the South line of Lots 2 and 3, Block 31; thence S. 00 degrees 59' 53"E., 516.67 feet; thence S. 89 degrees 00' 07"W., 300.0 feet to the East right-of-way line of the Pinellas Bayway; thence N. 00 degrees 59' 53"W., 466.67 feet along said East right-of-way line to the Point of Beginning.

EXHIBIT 1

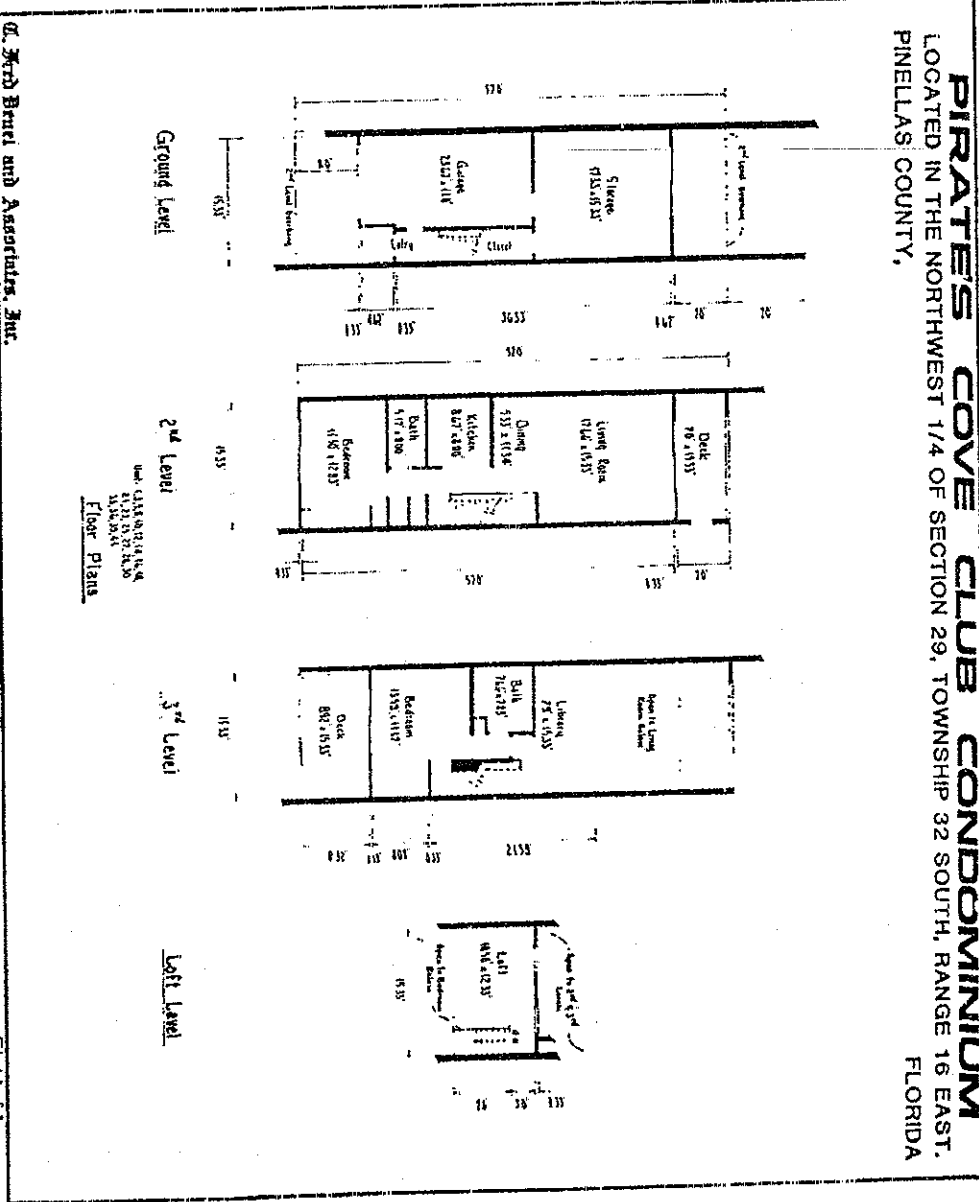
O.R. 5153 PAGE 1350



THE ORIGINAL OF THIS INSTRUMENT IS POOR



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THE ORIGINAL OF THIS INSTRUMENT IS POOR





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State of Florida



Department of State

I certify that the attached is a true and correct copy of the Articles of Incorporation of PIRATE'S COVE CLUB CONDOMINIUM ASSOCIATION, INC., a corporation not for profit organized under the Laws of the State of Florida filed on December 9, 1980, as shown by the records of this office

The charter number for this corporation is 755435

Given under my hand and the Great Seal of the State of Florida, at Tallahassee, the Capital, this the 10th day of December, 1980



CEN 101 Rev. 3-79

George Firestone
Secretary of State

D.R 5153 PAGE 1353
FILED

ARTICLES OF INCORPORATION
OF

PIRATE'S COVE CLUB CONDOMINIUM ASSOCIATION, INC.,
a non-profit corporation

DEC 9 8 16 AM '00
SECRETARY OF STATE
TALLAHASSEE, FLORIDA

ARTICLE I

The name of this corporation shall be PIRATE'S COVE CLUB CONDOMINIUM ASSOCIATION, INC., a non-profit corporation.

ARTICLE II

PURPOSES: The purposes of this corporation are to provide, maintain and manage common, social and recreational facilities for the members of the corporation which is situate in Tierra Verde, Pinellas County, Florida; to provide and maintain lawns, walks and driveways, laundry facilities, exterior painting and maintenance of each unit, maintenance of roofs, utilities, servicing common elements, garbage and trash collection for the benefit of each unit, water and sewer facilities to each unit, fire and extended coverage insurance to the value thereof on common elements of each unit, collection and transmittal of real property taxes and other common obligations, public liability insurance on common elements; to protect the aesthetic qualities and beauty of condominium, to promulgate rules and regulations governing the use of common recreational and social facilities and grounds of the condominium, as well as the use and occupancy of the units; to undertake such activities and projects as will unite companionship of its members, and insure the continuation and enjoyable living conditions. In order to carry out these purposes, the corporation shall have the power provided by Florida Statute 617.021, as well as other express and implied powers of a corporation, not for profit, provided or allowed by or through the laws of the State of Florida.

ARTICLE III

QUALIFICATION OF MEMBERS AND MANNER OF ADMISSION: The members of the corporation shall consist of persons who own either legal or equitable title to condominium units within the condominium. Each condominium unit shall be entitled to one membership in the corporation and upon sale, devise or other transfer of the title to said condominium unit in fee simple, the right to membership in the condominium association shall be transferred as well. No persons other than condominium owners, as provided hereinabove, shall be permitted to be a voting member of the Association.

ARTICLE IV

TERM OF EXISTENCE: The term for which this corporation is to exist shall be perpetual, unless sooner dissolved pursuant to provisions of the Statutes of the State of Florida as amended.

ARTICLE V

OFFICERS AND DIRECTORS: The affairs of this corporation shall be managed by a governing board called the Board of Directors, who shall be elected at the regular meeting of the corporation. Vacancies on the Board of Directors may be filled until the next annual meeting in such manner as provided by the By-laws. The officers shall be selected by the Board of Directors. The Officers and members of the Board of Directors shall perform such duties and hold office for such terms and take office at such times as provided in the By-laws of the corporation.

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ARTICLE VI

NAMES OF OFFICERS: The names of the officers who are to serve until the first appointment or election next following the filing of these Articles of Incorporation, pursuant to Statute of the State of Florida, as amended, are as follows:

<u>NAME</u>	<u>OFFICE</u>
WILLIAM C. MOORE	President/Secretary
ROBERT A. DOUGLASS	Vice President/Treasurer

ARTICLE VII

INITIAL BOARD OF DIRECTORS: The first Board of Directors shall be three (3) in number. These three (3), who shall serve until their successors are chosen and qualify in their stead, or, until such time as they resign, whichever shall first occur, are:

<u>NAME</u>	<u>ADDRESS</u>
WILLIAM C. MOORE	107 - 26th Avenue St. Petersburg Beach, FL
ROBERT A. DOUGLASS	5656 Central Avenue St. Petersburg, FL
JUDY K. WHITE	5656 Central Avenue St. Petersburg, FL

ARTICLE VIII

BY-LAWS: The By-laws of this corporation may be made, altered or rescinded from time to time in whole or in part by the affirmative vote of seventy-five percent (75%) of the members of the corporation at a regular annual meeting of the corporation or a meeting called for that purpose, after due notice has been given to the members pursuant to the By-laws.

ARTICLE IX

AMENDMENTS TO ARTICLES OF INCORPORATION: These Articles may be amended only by the Board of Directors. Amendments shall be made by a two-thirds (2/3) vote of the Board of Directors present, and voting at any regular meeting of the corporation, provided, however, written notice is first given of the proposed amendment to each corporate member of the corporation, not less than fifteen (15) days prior to the regular annual meeting of the corporation, in such publication as may be designated by the Board of Directors.

ARTICLE X

1. No officer, director or member shall be personally liable for any debt or other obligation of the corporation, except as may be provided in the Declaration of Condominium.

2. Each voting member shall be restricted to one (1) vote, except in all elections for Directors each voting member shall have the right to cumulative voting. Each voting member shall have the right to vote in person or by proxy, for as many persons as there are Directors to be elected.

3. A membership may be owned by more than one (1) owner, provided that membership shall be held in the same manner as title to the unit. In the event ownership is in more than one (1) person, all of the owners of such membership shall be collectively entitled to only one (1) vote or ballot in the management of the affairs of the

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corporation in accordance with the Declaration of Condominium, and the vote may not be divided between plural owners of a single membership. The By-laws may provide the manner in which a voting member shall be designated for each unit.

4. The members of the corporation shall be subject to assessment for the costs and expenses of the corporation in operating the condominium in accordance with the Declaration of Condominium, these Articles of Incorporation, and the By-laws of the corporation. The By-laws of the corporation may not change or alter this Paragraph 4. of Article X.

5. The corporation shall not be operated for profit, no dividends shall be paid, and no part of the income of the corporation shall be distributed to its members, officers or directors.

6. The members of the corporation, individually, are responsible for all maintenance and repair within and about their condominium unit as provided for in the Declaration of Condominium.

7. Any manner of controversy or dispute between members or between a member and the corporation shall be settled by arbitration in accordance with the rules therefore provided by the American Arbitration Association and/or Statutes of the State of Florida.

8. Any members of the corporation shall be subject to all the terms, conditions and restrictions and covenants contained in the Declaration of Condominium, these Articles of Incorporation and the By-laws of the corporation.

ARTICLE XI

INITIAL REGISTERED OFFICE AND AGENT: The street address of the initial registered office of this corporation is 5656 Central Avenue, St. Petersburg, Florida 33707, and the name of the initial registered agent of this corporation at that address is ROBERT A. DOUGLASS.

IN WITNESS WHEREOF, the subscribing incorporators have hereunto set their hands and seals and cause these Articles of Incorporation to be executed this 26 day of November, 1980.

William C. Moore
WILLIAM C. MOORE
Robert A. Douglass
ROBERT A. DOUGLASS
Judy K. White
JUDY K. WHITE

STATE OF FLORIDA)
) ss.
COUNTY OF PINELLAS)

Before me, the undersigned authority, personally appeared ROBERT A. DOUGLASS, well known to me to the person described in the above and foregoing Articles of Incorporation and who acknowledged before me that he did subscribe to the aforesaid Articles of Incorporation.

DATED this 26 day of November, 1980, at Tierra Verde, Pinellas County, Florida.

Catherine A. Woodruff
Notary Public

My Commission Expires:

Notary Public State Of Florida At Large
My Comm. Expires 11/11/81



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STATE OF FLORIDA)
) ss.
COUNTY OF PINELLAS)

Before me, the undersigned authority, personally appeared ROBERT A. DOUGLASS, well known to me to be the person described in the above and foregoing Articles of Incorporation and who acknowledged before me that he did subscribe to the aforesaid Articles of Incorporation.

DATED this 26 day of November, 1980, Tierra Verde, Pinellas County, Florida.

Catherine A. Woodruff
Notary Public

My Commission Expires:
Notary Public, State of Florida
My Commission Expires 11/11/81
Issued by 11/11/80



STATE OF FLORIDA)
) ss.
COUNTY OF PINELLAS)

Before me, the undersigned authority, personally appeared JUDY K. WHITE, well known to me to be the person described in the above and foregoing Articles of Incorporation and who acknowledged before me that she did subscribe to the aforesaid Articles of Incorporation.

DATED this 26 day of November, 1980, Tierra Verde, Pinellas County, Florida.

Catherine A. Woodruff
Notary Public

My Commission Expires:
Notary Public, State of Florida
My Commission Expires 11/11/81
Issued by 11/11/80





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BY-LAWS

OF

PIRATE'S COVE CLUB CONDOMINIUM ASSOCIATION, INC.

A Florida non-stock, non-profit
Membership Corporation

ARTICLE I
GENERAL

Section 1. Name: The name of the corporation shall be PIRATE'S COVE CLUB CONDOMINIUM ASSOCIATION, INC.

Section 2. Principal Office: The principal office of the corporation shall be at 5656 Central Avenue, St. Petersburg, Florida.

Section 3. Definition: As used herein, the term "corporation" shall be the equivalent of "Association" as defined in the Declaration of Condominium of PIRATE'S COVE CLUB CONDOMINIUM, INC., a condominium, and all other words as used herein shall have the same definitions as attributed to them in said Declaration of Condominium.

ARTICLE II
DIRECTORS

Section 1. Number and Term: The number of directors who shall constitute the whole board shall be five (5). Until succeeded by directors elected at the first annual meeting of members, directors need not be members; thereafter, all directors shall be members. Within the limits above specified, the number of directors shall be determined by the members at the annual meeting. The directors shall be elected at the annual meeting of members, and each member shall be elected to serve for a term of one (1) year or until his successor shall be elected and shall qualify.

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Section 2. Vacancy and Replacement: If the office of any director becomes vacant by reason of death, resignation, retirement, disqualification, removal from office or otherwise, a majority of the remaining directors, though less than a quorum, at a special meeting of directors duly called for this purpose, shall choose a successor or successors, who shall hold office for the unexpired term in respect to which such vacancy occurred.

Section 3. Removal: Directors may be removed, with or without cause, by an affirmative vote of a majority of the members. No director shall continue to serve on the board if, during his term of office, his membership in the corporation shall be terminated for any reason whatsoever.

Section 4. Powers: The property and business of the corporation shall be managed by the Board of Directors, who may exercise all corporation powers not specifically prohibited by statute, the Certificate of Incorporation, or the Declaration to which these By-laws are attached. The power of the Board of Directors shall specifically include, but not be limited to, the following items:

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

B. To use and expend the assessments collected; to maintain, care for and preserve the units and condominium property, except those portions thereof which are required to be maintained, cared for and preserved by the unit owners.

C. To purchase the necessary equipment and tools required in the maintenance, care and preservation referred to above.

D. To enter into and upon the unit when necessary and at as little inconvenience to the owner as possible in connection with such maintenance, care and preservation.

E. To insure and keep insured said condominium property, in the manner set forth in the Declaration, against loss from fire and/or other casualty, and the unit owners

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against public liability and to purchase such other insurance as the Board of Directors may deem advisable.

F. To collect delinquent assessments by suit or otherwise, abate nuisances and enjoin or seek damages from the unit owners for violations of these By-laws and the terms and conditions of the Declaration.

G. To employ and/or contract with, if deemed desirable, a maintenance service contractor and/or an apartment house manager who shall maintain, service and/or manage the buildings and related facilities, and to delegate to such contractor or manager such powers as may be necessary in connection with the operation of the building. To employ workmen, janitors and gardeners and to purchase supplies and equipment, to enter into contracts in connection with any of the foregoing items and for other services deemed desirable, and generally to have the powers of an apartment house manager in connection with the matters hereabove set forth.

H. To make reasonable rules and regulations for the occupancy of the condominium parcels.

I. To lease or acquire community facilities for the use of the condominium owners, subject to the rules and regulations herein contained or which may hereinafter be established by posting said rules and regulations in a conspicuous place in the recreation area.

Section 5. Compensation: Directors and officers, as such, shall receive no salary for their services.

Section 6. Meetings:

A. The first meeting of each Board duly elected by the members shall be held immediately upon adjournment of the meeting at which they were elected, provided a quorum shall then be present, or within one (1) week. The annual meeting of the Board of Directors shall be held at the same place as the general members meeting.

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3. Notice of the Board of Directors meetings shall be posted on the bulletin board.

C. A special meeting of the Board of Directors may be call by the President upon proper notice to each Director. Special meetings shall be called by the President or Secretary in a like manner and on like notice upon the written request of two (2) Directors.

D. At all meetings of the Board, a majority of the directors shall be necessary and sufficient to constitute a quorum for the transaction of business, and the act of a majority of the directors present at any meeting at which there is a quorum shall be the act of the Board of Directors, except as may be otherwise specifically provided by statute or by the Certificate of Incorporation or by these By-laws. If a quorum shall not be present in any meeting of directors, the directors present thereat may adjourn the meeting from time to time, without notice other than announcement at the meeting, until a quorum shall be present.

Section 7. Order of Business: The order of business at all meetings of the Board shall be as follows:

- A. Roll call
- B. Reading of minutes of last meeting
- C. Consideration of communications
- D. Resignation and elections
- E. Report of officers and employees
- F. Reports of committees
- G. Unfinished business
- H. Original resolutions and new business
- I. Adjournment

Section 8. Quarterly Report: The Board will present, not less often than quarterly, a full and clear statement of the business conditions of the corporation, which shall be given to each unit owner.

ARTICLE III
OFFICERS

Section 1. Executive Officers: The executive officers of the corporation shall be President, Vice-President, Treasurer,

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and Secretary, all of whom shall be annually elected by the Board.

Section 2. Appointive Officers: The Board of Directors may appoint such other officers and agents as it may deem necessary who shall hold office during the pleasure of the Board of Directors and have such authority to perform such duties as from time to time may be prescribed by said Board.

Section 3. Terms: The officers of the corporation shall hold office until their successors are chosen and qualify in their stead. Any officer elected or appointed by the Board of Directors may be removed for cause, at any time, by the affirmative vote of a majority of the whole Board of Directors.

Section 4. The President:

A. The President shall be the chief executive officer of the corporation; he shall preside at all meetings of the members and directors; shall be ex-official member of all standing committees; shall have general and active management of the business of the corporation; and shall see that all orders and resolutions of the Board are carried out.

B. He shall execute bonds, mortgages and other contracts requiring a seal, under the seal of the corporation, except where the same is required or permitted by law to be otherwise signed and executed and except where the signing and execution thereof shall be expressly delegated by the Board of Directors to other officers or agents of the corporation.

Section 5. The Secretary:

A. The Secretary shall keep the minutes of the member meetings and of the Board of Directors meetings in one or more books provided for that purpose. The Secretary shall keep an authorized signature of each unit owner.

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B. He shall see that all notices are duly given in accordance with the provisions of these By-laws or as required by law.

C. He shall be custodian of the corporation records and of the seal of the corporation and shall see that the seal of the corporation is affixed to all documents, the execution of which, on behalf of the corporation under its seal, is duly authorized in accordance with the provisions of these By-laws.

D. He shall keep a register of the post office addresses of each member, which shall be furnished to the Secretary by such member.

E. In general, he shall perform all duties incident to the office of the Secretary and such other duties as from time to time may be assigned to him by the President or by the Board of Directors.

Section 7. The Treasurer:

A. The Treasurer shall keep full and accurate accounts of receipts and disbursements in books belonging to the corporation, and shall deposit all monies and other valuable effects in the name of the corporation in such depositories as may be designated by the Board of Directors, the Articles of Incorporation of these By-laws.

B. He shall disburse funds of the corporation as ordered by the Board, taking proper vouchers for such disbursements, and shall render to the President and directors, at the regular meetings of the Board, or whenever they may require it, an account of all his transactions as Treasurer and of the financial condition of the corporation.

C. He may be required to give the corporation a bond in a sum and with one (1) or more sureties satisfactory to the Board for the faithful performance of the duties of his office, and the restoration to the corporation, in case of his death, resignation or removal from office, all of the book,

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papers, vouchers, money or other property of whatever kind in his possession belonging to the corporation.

D. The Treasurer shall be responsible to furnish a signed quarterly statement to each unit owner.

Section 8. Vacancies: If the office of any director or of the President, Vice-President, Secretary or Treasurer, or one or more, becomes vacant by reason of death, resignation, disqualification or otherwise, the remaining directors, by a majority vote of the whole Board of Directors provided for in these By-laws may choose a successor or successors who shall hold office for the unexpired term.

Section 9. Resignation: Any director or other officer may resign his office at any time, such resignation to be made in writing, unless some time be fixed in the resignation, and then from that date. The acceptance of a resignation shall not be required to make it effective.

ARTICLE IV
MEMBERSHIP

Section 1. There shall be no stock certificates issued by this corporation.

Section 2. Transfers of membership shall be made only on the books of the corporation, and notice of acceptance of such transferee as a member of the corporation shall be given in writing to such transferee by the President and Secretary of the corporation. Transferor in such instance shall automatically no longer be a member of the corporation. Membership in the corporation may be transferred only as an incident to the transfer of the transferor's condominium parcel and his undivided interest in the common elements. Transfer of ownership shall be in accordance with the Declaration of Condominium.

Section 3. Voting Members: An owner or owners of a single condominium parcel, shall collectively be entitled to one (1) vote, which vote shall be cast by the person designated by the voting member for each condominium parcel. The designation of the

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voting member for each condominium parcel shall be by written statement filed with the Secretary of the Association, which statement shall be signed by all owners of interest in that single condominium parcel. The person designated as the voting member shall continue to cast the vote for such condominium parcel until such time as another person is properly designated as the voting member by those persons or entities owning the majority interest in such single condominium parcel by similar written statement filed with the Secretary.

A person or entity owning more than one (1) condominium parcel may be designated as a voting member for each such condominium parcel which he owns. Failure by all owners of any single condominium parcel to file the aforementioned written statement with the Secretary prior to a member's meeting will result in depriving such owner of a single condominium parcel of a vote at such meeting.

A membership may be owned by more than one owner, provided that membership shall be held in the same manner as title to the unit. In that event, that membership shall be entitled collectively to only one (1) vote or ballot in the management of the affairs of the corporation in accordance with the Declaration of Condominium and the vote may not be divided between plural owners of a single membership.

Section 4. In the event the owner of a condominium parcel is not a natural person, the subject entity shall designate a natural person who shall be entitled to occupy the condominium parcel, and such natural person shall be a member of the corporation, subject to the rules and restrictions as set forth in the Declaration and these By-laws.

ARTICLE V
MEETINGS OF MEMBERSHIP

Section 1. Place: All meetings of the corporation membership shall be held at the address of the corporation.

Section 2. Annual Meeting: The regular annual meeting shall be held on the 31st day of December in each year, if not a legal holiday. If it is a legal holiday, the meeting shall be

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held on the next secular day following. All annual meetings shall be held at the hour of eight p.m. (8:00). At the annual meeting, the members shall elect, first, by plurality vote of the voting members, a Board of Directors, and then transact such other business as may be properly brought before the meeting. Written notice of the annual meeting shall be served upon or mailed by Certified Mail to each member entitled to vote thereat, at such address as appears on the books of the corporation, at least twenty-one (21) days prior to the meeting. If the date of the annual meeting falls on a Saturday or Sunday, then the annual meeting shall be held on the first Monday immediately following.

Section 3. Membership List: At least ten (10) days before every election of Directors, a complete list of the members entitled to vote at said election, arranged numerically by apartment units, with the residence of each, shall be prepared by the Secretary. Such list shall be produced and kept for said ten (10) days and throughout the election at the office of the corporation and shall be open to examination by any member throughout such time.

Section 4. Special Meetings:

A. Special meetings of members, for any purpose or purposes, unless otherwise prescribed by statute or by the Certificate of Incorporation, may be called by the President, and shall be called by the President or Secretary at the request in writing of fifteen (15) voting members. Such request shall state the purpose or purposes of the proposed meeting.

B. Written notice of a special meeting of the member stating the time, place and object thereof, shall be served upon or mailed to each member entitled to vote thereat, at such address as appears on the books of the corporation, at least five (5) days before such meeting.

C. Business transacted at all special meetings shall be confined to the object stated in the notice thereof.

Section 5. Right to Vote: At any meeting of the members, every member having the right to vote shall be entitled to

Modified to 5 Members

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vote in person or by proxy. Such proxy shall only be valid for such meeting or subsequent adjourned meetings thereof.

Section 6. Vote Required to Transact Business: When a quorum is present at any meeting, the majority of the vote of the members present in person or represented by written proxy shall decide any question brought before the meeting, unless the question is one upon which, by express provision of the Florida Statutes, the Declaration, the Certificate of Incorporation, or of these By-laws, a different vote is required, in which case such express provision shall govern and control the decision of such question.

Section 7. Quorum: Fifty-one percent (51%) of the total number of members of the corporation present in person or represented by written proxy, shall be requisite to and shall constitute a quorum at all meetings of members for the transaction of business, except as otherwise provided by statute, by the Certificate of Incorporation, or by these By-laws. If, however, such quorum shall not be present or represented at any meeting of the members, the members entitled to vote thereat, present in person or represented by written proxy, shall have the power to adjourn the meeting from time to time, without regular notice other than announcement at the meeting at which a quorum shall be present or represented, any business may be transacted which might have been transacted at the meeting originally called.

Section 8. Waiver and Consent: Whenever the vote of the members at a meeting is required or permitted by any provision of the Statutes of the Certificate of Incorporation or by these By-laws to be taken in connection with any action of the corporation, the meeting and vote of the members may be dispensed with if all member who would have been entitled to vote upon the action of such meeting, if such meeting were held, shall consent in writing to such action being taken.

ARTICLE VI
NOTICES

Section 1. Definition: Whenever under the provision of the Statutes of the Certificate of Incorporation or of these By-laws, notice is required to be given to any director or members, it shall not be construed to mean personal notice, but such notice

O.R. 5153 PAGE 1367

may be given in writing by mail, by depositing same in post office or letter box in a postpaid, sealed wrapper addressed as appears on the books of the corporation.

ARTICLE VII

Section 1. Fiscal Year: The fiscal year shall begin the first day of January in each year. The Board of Directors is expressly authorized to change this fiscal year at any time for the convenience of the corporation.

Section 2. Checks: All checks or demands for money and notes of the corporation shall be signed by any two (2) of the following officers: President, Secretary or Treasurer.

Section 3. Budget: At the annual meeting, the budget for the next fiscal year will be approved by the membership.

Section 4. Auditing Committee: The Board shall appoint three (3) members of the Association as an Auditing Committee for budget and bookkeeping records.

ARTICLE VIII
SEAL

The seal of the corporation shall have inscribed thereon the name of the corporation, the year of its organization and the words "non-profit". Said seal may be used by causing it or a facsimile thereof to be impressed, affixed, reproduced or otherwise.

ARTICLE IX
ESCROW ACCOUNT FOR REAL PROPERTY TAXES

The Association shall have the option of allowing its individual members to account for the real property taxes on their condominium parcels by making payment therefor direct to the tax collector in and for Pinellas County, Florida; OR, in the alternative, the Association shall provide for an escrow account for real property taxes in the following manner:

OR 5153 PAGE 1368

There shall be established, by the Treasurer in a local federal savings and loan association, and maintained a savings deposit account for the purpose of accumulating sufficient funds to pay individual real property taxes assessed for each condominium parcel.

On the first day of each and every month, each condominium parcel owner may deposit with the Treasurer a sum that is determined by the Association to be the approximate monthly amount due for real property taxes for the year and in mid-December of each year, the Treasurer shall recalculate the said assessments in order to establish substantially correct escrow sums for the subsequent year.

The Treasurer shall at all times maintain a current register containing, among other things, the name of each owner, together with his amount of escrow deposit paid into the Association by said owner.

Upon owner's request and his receipt of the real property tax bill, he shall present same to Treasurer for payment. Upon presentation, the Treasurer shall inform the owner of any tax deficiency in order to pay said taxes and, in the event of a deficiency, the owner shall deposit forthwith said deficiency sum with the Treasurer. The Treasurer shall, within three (3) days of presentation, cause a draft to be issued from the account in the amount of the tax bill payment to the taxing authority. In the event of an overage accumulated deposit of escrow funds by any owner the Treasurer, upon owner's request, shall cause the draft to be issued from said account payable to the owner and deliver same to the owner, provided that overages may be claimed only during the months of November and December, and after said owner's current real property tax bill has been paid in full.

In the event a condominium parcel owner does not present for payment a tax bill, or evidence a paid-in-full property tax bill for his parcel, on or about March 15 of each year, then the Treasurer shall, without notice, cause a draft to be issued from said account in the sum of the tax bill, if said owner has paid a like sum into escrow, and pay said sum to the taxing authorities for and on behalf of said owner. In the event said owner does not have sufficient escrow funds on hand to pay said taxes, the Treasurer shall issue an assessment against said owner for any deficiency amount, with the assessment being payable within three (3)

D.R. 5153 PAGE 1369

days of notification of same and shall constitute and be considered a special assessment pursuant to and enforceable under the terms, conditions and covenants of the Declaration of Condominium and these By-laws.

The requirement for payment of escrow deposit as hereinabove stated shall be considered a special assessment levied upon the individual condominium parcel owner which shall be enforceable upon the same terms and conditions wherein the owner's default was for non-payment of any assessment required to be paid pursuant to the Declaration of Condominium.

Any interest earned on said escrow savings account shall be considered common surplus and be distributed in accordance with the Declaration of Condominium to those who have contributed to said escrow.

Any condominium parcel owner required to establish a separate escrow tax account by an institutional mortgage holding a mortgage upon his parcel shall not be required to deposit escrow funds as hereinabove set forth, provided the Treasurer is in receipt of a letter from said institution to the effect that said escrow tax deposit is being maintained in accordance with the institution's rules and regulations.

Each condominium unit owner shall be entitled to any benefits realized from homestead exemption for state and county real property tax purposes, pro rata to his ownership of the common elements as more particularly set forth in the said Declaration of Condominium, only in the event the condominium parcel owner qualifies for said homestead exemption.

However, whichever option of the Association approved by fifty-one percent (51%) vote of its members shall be controlling on all members.

ARTICLE X
HOUSE RULES

In addition to the provisions of the Declaration or elsewhere in these By-Laws, the following house rules and regula-

O.R. 5153 PAGE 1370

tion, together with such additional rules and regulations as may be hereafter adopted by the Board of Directors, shall govern the use of the condominium units located in the property and the conduct of all residents thereof.

A. The condominium units shall be used only for residential purposes, subject to the provisions of the Declaration of Condominium.

B. Owner shall not use or permit the use of their premises in any manner which would be disturbing or be a nuisance to other owners, or in such a way as to be injurious to the reputation of the property.

C. The use of the condominium units shall be consistent with existing law, these restrictions and so long as such use does not constitute a nuisance.

D. The condominium units may not be used for business use or for any commercial use whatsoever, other than as provided in the Declaration of Condominium.

E. No children under the age of Fifteen (15) years shall be permitted to live as permanent residents in the condominium units; provided, however, that nothing herein shall prevent owners from having children as visitors or guests for a reasonable period of time.

F. Common elements shall not be obstructed, littered, defaced, or misused in any manner.

G. No structural changes or alterations shall be made in any units, except upon approval of the Board of Directors.

H. Owners and occupants of condominium units shall be permitted to harbor pets under the following conditions and provisions:

O.R. 5153 PAGE 1371

1. Only one (1) pet will be permitted unless authorized in writing by the Board of Directors.
2. Pets shall be kept under control at all times and will not be permitted to cause any unnecessary noise or disturbance.
3. Dogs and other large animals (excluding cats) will at all times be kept on a leash while on the exterior grounds of the premises ("on a leash" does not mean that the pet shall be tied to a pole, a tree, a peg, or any area of the common elements). "On a leash" means that the pet will be attached to a leash which will be in the hands of the owner or occupant of the building or a responsible member of his family who is properly able to restrain the pet and control it.
4. Pets (excluding cats) are not to be permitted to run free along the walks, driveways or other common elements at any time.
5. The owner or occupant will clean up any physiological functions which their pet may have performed in the common areas of the building or on the common grounds of the building. THIS WILL BE STRICTLY ENFORCED.
6. All pets must be registered with the Condominium Association.
7. Any deviation from these guidelines is reason to have the pet removed from the confines of the building upon notification, by mail, from the Condominium Association to the owner or occupant. The owner or occupant shall remove the pet within twenty-four (24) hours. Any court costs and attorney's fees incurred by the Association to enforce these provisions shall be the obligation and shall be paid for by the unit owner or occupant.

OR 5153 PAGE 1372

ARTICLE XI
DEFAULT

A. In the event an owner of a condominium parcel does not pay any sums, charges or assessments required to be paid to the corporation within thirty (30) days from the date due, the corporation, acting on behalf or through its Board of Directors or managers acting on behalf of the corporation, may foreclose the lien encumbering the condominium parcel created by non-payment of the required monies in the same fashion as mortgage liens are foreclosed. The corporation shall be entitled to the appointment of a Receiver, if it so requests. The corporation shall have the right to bid on the condominium parcel at a foreclosure sale and to acquire, hold, mortgage and convey the same. In lieu of foreclosing its lien, the corporation may, through its Board of Directors, or managers acting on behalf of the corporation or in its own behalf, bring suit to recover a money judgment for sums, charges or assessments required to be paid to the corporation without waiving its lien securing same. In any action, either to foreclose its lien or to recover a money judgment, brought by or on behalf of the corporation against a condominium parcel owner, the losing defendant shall pay the costs thereof, together with a reasonable attorney's fee.

If an action of foreclosure is brought against the owner of a condominium parcel for the non-payment of monies due the corporation and, as a result thereof, the interest of said owner in and to the condominium parcel is sold, then at the time of such sale, the condominium parcel owner's membership shall be cancelled and membership shall be issued to the purchaser at the foreclosure sale.

If the corporation becomes the owner of a condominium parcel by reason of foreclosure, it shall offer said unit for sale and at such time as a sale is consummated, it shall deduct from such proceeds all sums of money due it for the monthly assessments and charges, all costs incurred in the bringing of the foreclosure suits, including reasonable attorney's fees, and any and all expenses incurred in the resale of the condominium parcel, which shall include, but not be limited to, advertising expenses, real estate brokerage fees and expenses necessary for the repairing and refurbishing of the condominium parcel in question. All monies remaining after deducting the foregoing items of expense shall be returned to the former owner of the condominium parcel in question.

OR 5153 PAGE 1373

B. In the event of a violation of the provisions of the enabling Declaration, corporate charter or restrictions and By-laws, as same are now or may hereafter be constituted, the corporation, on its own behalf, may bring appropriate action to enjoin such violation or to enforce the provisions of the documents just hereinabove enumerated, or sue for damages or take all such courses of action at the same time, or for such other legal remedy as it may deem appropriate.

In the event of such legal action brought against a condominium parcel owner, the losing defendant shall pay the plaintiff's reasonable attorney's fees and court costs. Each owner of a condominium parcel, for himself, his heirs, successors and assigns agrees to the foregoing provisions relating to default and abatement of nuisance, regardless of the harshness of the remedy available to the corporation, regardless of the availability of the other equally adequate legal procedures. It is the intent of all owners of condominium parcels to give to the corporation a method and procedure which will enable it at all times to operate on a business-like basis, to collect these monies due and owing it from owners of condominium parcels and to preserve each owner's right to enjoy his condominium unit free from unreasonable restraint and nuisance.

ARTICLE XII
REGISTERS

Section 1. Any application for the transfer of membership or for conveyance of interest in a condominium parcel or a lease of a condominium parcel shall be accompanied by an application fee in the amount of twenty-five Dollars (\$25.00) to cover the costs of contacting the references given by the applicant and such other costs of investigation that may be incurred by the Board of Directors. If the sum is not spent in its entirety, the remaining amount will be refunded.

Section 2. The corporation shall maintain a suitable register for the recording of pledged or mortgaged condominium parcels. Any pledgee or mortgagee of a condominium parcel may, but is not obligated to, notify the corporation in writing of the pledge or mortgage. In the event notice of default is given to any member, under an applicable provision of the By-laws, the Articles of Incorporation, or the declaration, a copy of such notice shall be mailed to the registered pledgee or mortgagee.

O.R. 5153 PAGE 1374

Section 3. The corporation shall maintain a current register of all owners who possess the right to use boat slips.

ARTICLE XII
AMENDMENT OF BY-LAWS

The By-laws of the corporation may be altered, amended or repealed, unless strictly prohibited herein, at any regular or special meeting of the members by a two-thirds (2/3) vote of all designated voting members of the corporation, unless a contrary vote is required pursuant to the Articles of Incorporation, and provided said membership has been given notice in accordance with these By-laws, and that the notice, as aforesaid, contained a full statement of the proposed amendment. No modification or amendment to the By-laws shall be valid unless set forth or annexed to a duly recorded amendment to the Declaration of Condominium.

ARTICLE XIV
CONSTRUCTION

Wherever the masculine singular form of the pronoun is used in these By-laws, it shall be construed to mean the masculine, feminine or neuter, singular or plural, whenever the context so requires.

Should any of the covenants herein imposed be void or be or become unenforceable at law, or in equity, the remaining provisions of this instrument shall, nevertheless, be and remain in full force and effect.

Should any of the covenants herein imposed be contradictory to any provision in the Declaration of Condominium, then the Declaration of Condominium shall prevail.

William C. Moore
As President



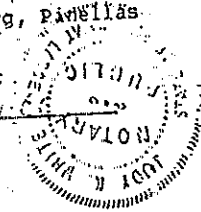
OR 5153 PAGE 1375

STATE OF FLORIDA)
) ss.
COUNTY OF PINELLAS)

I hereby certify that on this 13 day of February 1981, before me, the undersigned authority, personally appeared, WILLIAM C. MOORE, Secretary and President of PIRATE'S COVE CLUB CONDOMINIUM ASSOCIATION, INC., to me known to be the person who executed the foregoing By-laws for PIRATE'S COVE CLUB CONDOMINIUM ASSOCIATION, INC., and who acknowledged the execution thereof to be his free act and deed as such officer, for the uses and purposes therein mentioned, and that he caused to be affixed thereto the official seal of the corporation and the execution of this instrument is the act of the corporation as indicated.

WITNESS my hand and seal at St. Petersburg, Pinellas County, Florida, the day and year last aforesaid.

[Signature]
Notary Public



My Commission Expires:

NOTARY PUBLIC STATE OF FLORIDA AT LARGE
MY COMMISSION EXPIRES JULY 28 1982
BONDED THRU GENERAL INS. UNDERWRITERS

O.R. 5153 PAGE 1376

PIRATE'S COVE CLUB CONDOMINIUM
 (a 42-unit condominium)
 Schedule of Estimated Operating Expenses

<u>Operating Expenses</u>	<u>Annual Budget</u>	<u>Monthly Budget</u>
Administration (included in Management Fee)	None	None
Management Fees	\$ 7,560.00	\$ 630.00
Maintenance		650.00
Grounds Maintenance	7,800.00	
Building Maintenance, including public areas	3,000.00	250.00
Rent for recreational and other commonly used facilities	None	None
Taxes upon Association property	None	None
Taxes upon leased areas	None	None
Insurance	6,504.00	542.00
Exterminating	756.00	63.00
Security Provisions	None	None
Other Expenses		200.00
Electricity (public areas)	2,400.00	630.00
Water & Sewer	7,560.00	144.00
Sanitation (trash)	1,728.00	190.00
Pool Maintenance/Repairs	2,280.00	
Miscellaneous Expenses	420.00	35.00
Operating Capital	None	None
Fee to Division	21.00	1.75
Subtotal	\$39,273.00	\$3,335.75
Reserves:		153.56
Roof Replacement	1,842.75	131.25
Building Painting	1,575.00	134.17
Pavement Resurfacing	1,610.00	
Dock Replacement	See attached Addendum	\$3,754.73
	\$44,300.75	
COST FOR EACH INDIVIDUAL UNIT	\$ 1,054.78	\$ 89.40

DR 5153 PAGE 1377

FORMULA FOR DETERMINATION OF RESERVE
FOR
REPAIR AND REPLACEMENT OF CAPITAL ITEMS

<u>REPAIR ITEMS</u>	<u>TOTAL COST</u>	<u>USEFUL LIFE</u>	<u>TOTAL ANNUAL FUNDING REQUIRED</u>	<u>TOTAL MONTHLY FUNDING</u>
Roofs	\$36,855.00	20	\$1,842.75	\$ 153.56
Paving	24,150.00	15	1,610.00	134.17
Painting	15,750.00	10	1,575.00	131.25



O.R 5153 PAGE 1378

BUDGET ADDENDUM
 PIRATE'S COVE CLUB CONDOMINIUM
 Dock Expense for 32 Boat Slips
 (See Declaration of Condominium, Paragraph

<u>Operating Expense</u>	<u>Annual Budget</u>
Miscellaneous Maintenance	\$ 300.00
Reserve: Dock Replacement	<u>1,750.00</u>
TOTAL	\$2,050.00

COST FOR EACH CONDOMINIUM UNIT OWNER
 WITH THE RIGHT TO POSSESS A BOAT SLIP
 (To be assessed annually) \$ 64.06

FORMULA FOR DETERMINATION OF RESERVE

<u>ITEM</u>	<u>TOTAL COST</u>	<u>USEFUL LIFE</u>	<u>TOTAL ANNUAL FUNDING REQUIRED</u>
Dock	\$35,000.00	20	\$ 1,750.00



40 Rec	19.00
43 Int	45.00
Tot	70.00

Chg
77-6.00
1/c

81191827

OR 5281 PAGE 1543

CERTIFICATION OF RESOLUTION
PIRATE'S COVE CLUB CONDOMINIUM ASSOCIATION, INC.

The undersigned, WILLIAM C. MOORE, President of PIRATE'S COVE CLUB CONDOMINIUM ASSOCIATION, certifies the attached Resolution, pursuant to the provisions of the Declaration of Condominium of said Association as recorded in O.R. Book 5153, Pages 1333 through 1351, said Resolution being unanimously approved by the Board of Directors of the Condominium Association at a duly called meeting.

IN WITNESS THEREOF, I have hereunto set my hand and seal this 7 day of DECEMBER, 1981

Catherine L. Woodruff
Betty A. McEwen

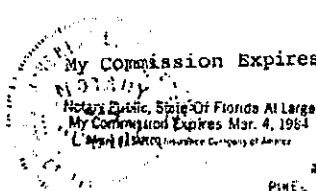
William C. Moore
WILLIAM C. MOORE, President

STATE OF FLORIDA)
) ss.
COUNTY OF PINELLAS)

SWORN TO and subscribed before me this 7th day of December, 1981, at St. Petersburg, Pinellas County, Florida.

Catherine L. Woodruff
Notary Public

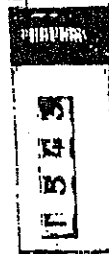
My Commission Expires:



FLORIDA
Kathleen E. Blake
CLERK CIRCUIT COURT
DEC 8 4 34 PM '81

Robert A. Douglass
Watson, Goldstein, Earle,
Douglass & Dubbeld, P.A.
ATTORNEYS AT LAW
5656 CENTRAL AVENUE
P. O. BOX 10098
ST. PETERSBURG, FLORIDA 33733

ORIGINAL CONDOMINIUM PLATS PERTAINING HERETO ARE FILED IN CONDOMINIUM PLAT BOOK 48, PAGES 11-13 INCL.
AMENDED IN CONDOMINIUM PLAT BOOK 56, PAGES 51 THRU 53.



DP 5281 PAGE 1544

RESOLUTION

WHEREAS, it has come to the attention of the members of PIRATE'S COVE CLUB CONDOMINIUM ASSOCIATION that it is in the best interest of the said condominium association to amend the Declaration of Condominium with respect to Pages 1 and 2, recorded in O.R. Book 5153, Pages 1333-1334, regarding the exhibits attached thereto on Pages 1349-1351, by substituting therefor the attached exhibit, consisting of 3 pages, showing the completed plans as built and certified by C. Fred Deuel, and

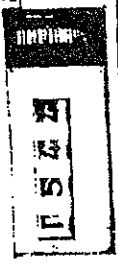
WHEREAS the attached Exhibit has been reviewed and adopted by unanimous vote,

NOW, THEREFORE be it resolved that the Declaration of Condominium recorded in O.R. Book 5153, Pages 1333-1351, be amended by the recording of the exhibit attached to and made a part of this Resolution, consisting of 3 pages.

APPROVED this 4 day of DECEMBER, 1981.

William C. Moore
WILLIAM C. MOORE
Robert A. Douglass
ROBERT A. DOUGLASS
Judy K. White
JUDY K. WHITE

ATTEST
William C. Moore
Secretary
CORPORATE SEAL



OR 5281 PAGE 1545

STATE OF FLORIDA)
COUNTY OF PINELLAS) SS.

The foregoing Resolution was sworn to and subscribed before me
by William C. Moore, Robert A. Douglass and Judy K. White, this 7th
day of December, 1981.

Catharine A. Woodruff
Notary Public

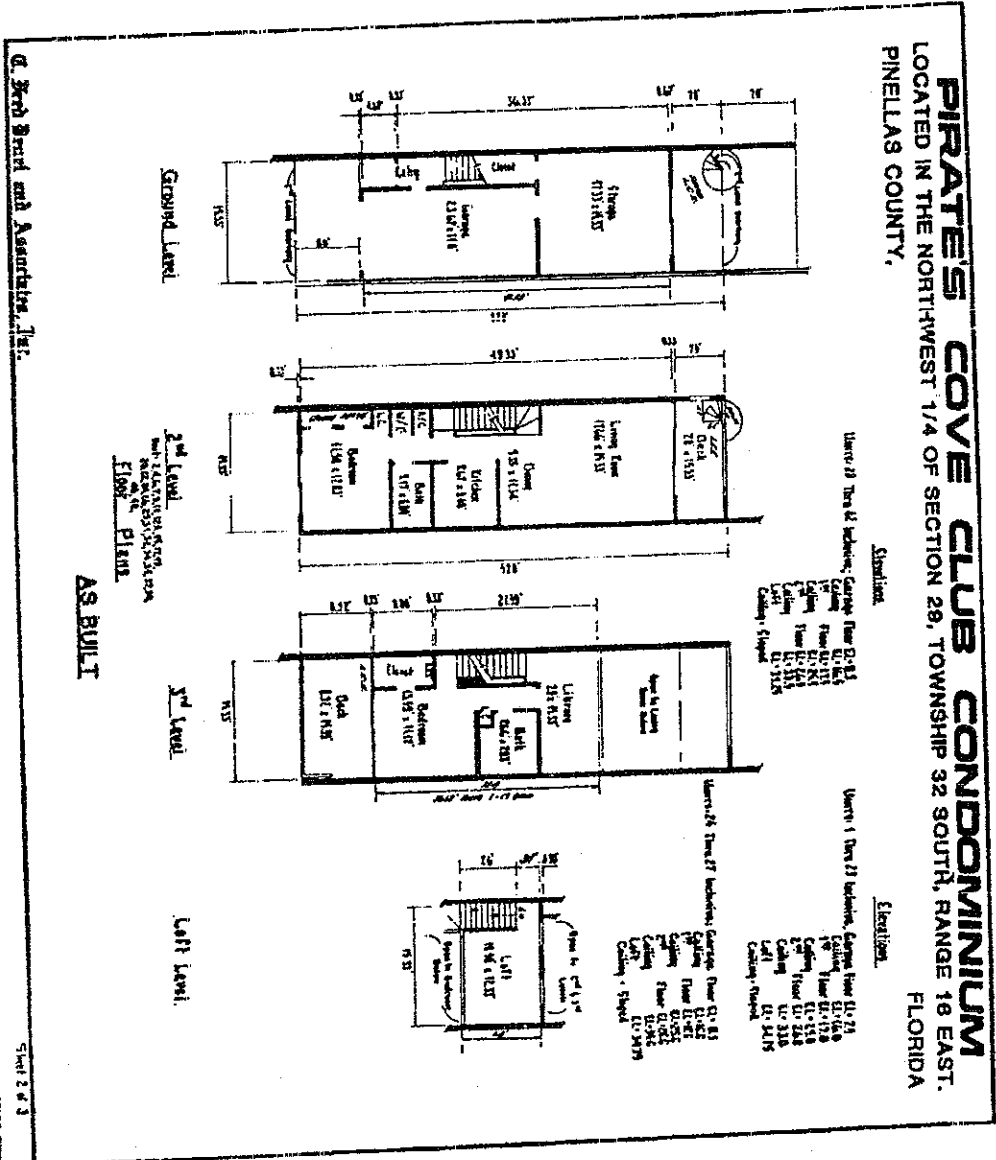
My Commission Expires:
Notary Public, State of Florida
Notary Public, State of Florida
Notary Public, State of Florida
NOTARY
PUBLIC



OR 5281 PAGE 1547

4751

PIRATES COVE CLUB CONDOMINIUM
 LOCATED IN THE NORTHWEST 1/4 OF SECTION 29, TOWNSHIP 32 SOUTH, RANGE 16 EAST,
 PINELLAS COUNTY, FLORIDA

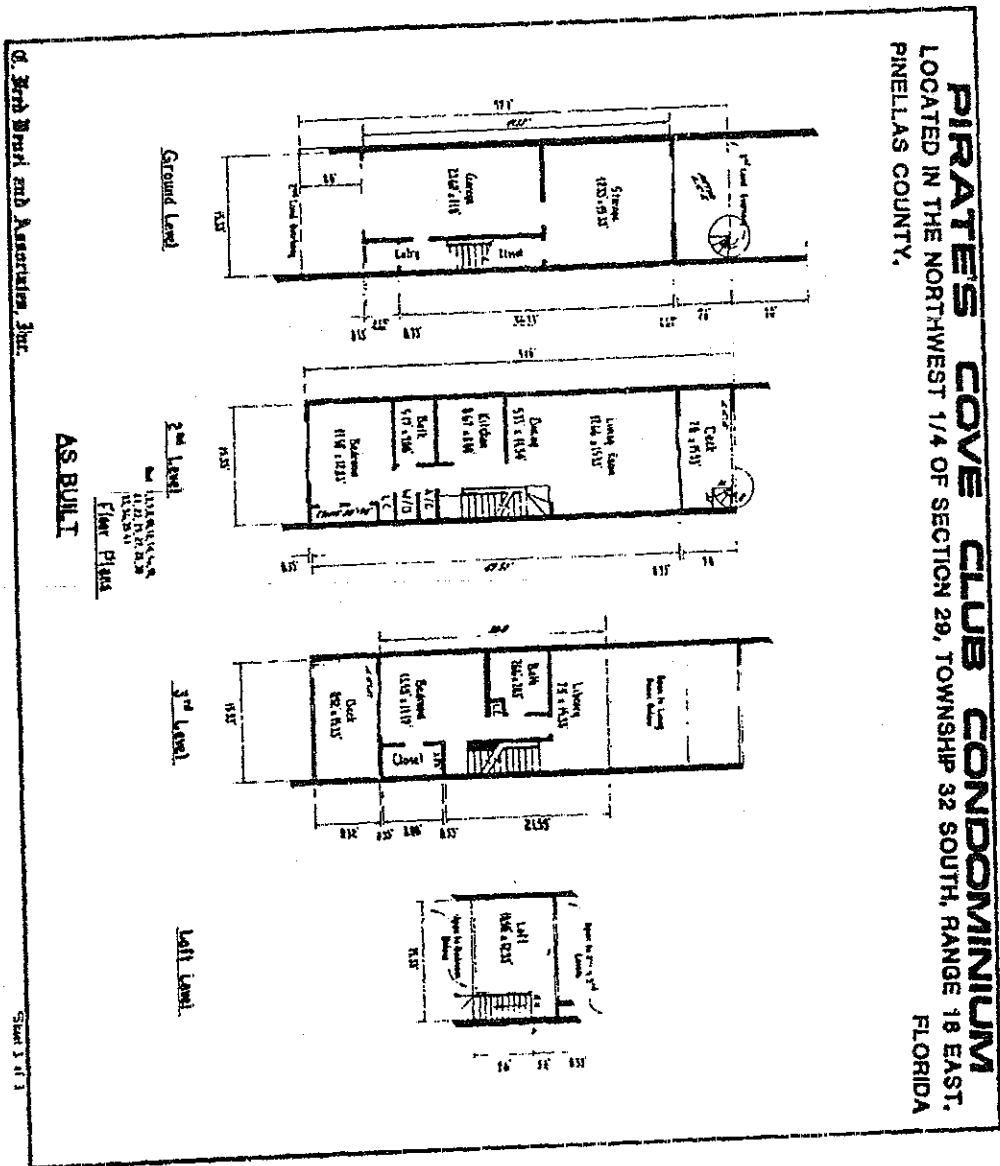


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OR 5281 PAGE 1548

875 J



REVISIONS
 NO. DATE BY
 1 02/07/02 JLM



82022974

OR 5309 PAGE 1127

CERTIFICATION OF RESOLUTION
PIRATE'S COVE CLUB CONDOMINIUM ASSOCIATION, INC.

The undersigned, WILLIAM C. MOORE, as President of Pirate's Cove Club Condominium Association, certifies the attached resolution for recording in the Public Records of Pinellas County, Florida, pursuant to the provisions of the Declaration of Condominium of the said Condominium Association, as recorded in O.R. Book 5153, Pages 1333 through 1356, Public Records of Pinellas County, Florida, amending Paragraph 17b (1) of the said Condominium Declaration, contained on page 14 of the Declaration, as recorded in O. R. Book 5153, at Page 1338, as required and approved by the members of said Condominium Association at a meeting duly called for said purpose.

IN WITNESS THEREOF, I have hereunto set my hand and seal this

5th day of February, 1982.

[Signature]
Witness

Alexis T. Broderick
Witness

William C. Moore
William C. Moore, President

TA 14428261 78 0031. 15F882
40 7.00
7.00 CK

STATE OF FLORIDA)
COUNTY OF PINELLAS)

SWORN TO and subscribed before me this 5th day of February, 1982, at St. Petersburg, Pinellas County, Florida.

Mrs. Cassine E. Otis
Notary Public
Notary Public, State of Florida at Large
My Commission Expires July 2, 1983
Bonded by Aetna Casualty & Surety Co.



RETURN TO:
A. Clinton Brooks Property Management Company, Inc.
18 Madonna Boulevard
St. Petersburg, Florida 33715
PINELLAS CO. FLORIDA

[Signature]
CLERK CIRCUIT COURT
FEB 15 4 50 PM '82

CONDOMINIUM PLATS PERTAINING HERETO ARE FILED IN CONDOMINIUM PLAY BOOK 48 Pages 11 - 13 incl.

THIS DOCUMENT IS A FORGEMAN OF THIS DOCUMENT IS OF POOR QUALITY AND MAY BE ILLUSORY.

RESOLUTION

O.R. 5309 PAGE 1128

WHEREAS, the first annual meeting of the members of the Pirate's Cove Club Condominium Association was held, pursuant to notice duly given, on February 3, 1982, at the condominium, and

WHEREAS, the members present directed the officers of the Association to prepare appropriate excerpts from the minutes of the Association's meeting, of that date, in resolution form so that it may be appropriately recorded in the Public Records of Pinellas County, Florida,

NOW, THEREFORE, be it resolved that at a meeting of the Association called after due notice, after motion duly made, seconded and passed by 41 of the members present, either in person or by proxy, out of a total of 42 members of the Association, the following portions of the current By-Laws of the Condominium Association were revised to read as follows:

Article V, Section 2. Annual Meeting: The regular annual meeting shall be held on the first Wednesday in February at 8:00 P.M. each year. Place to be determined by prior notice of meeting.

Article V, Section 4. Special Meetings:

A. Special meetings of members, for any purpose or purposes, unless otherwise prescribed by statute or by the Certificate of Incorporation, may be called by the President, and shall be called by the President or Secretary at the request in writing of five (5) voting members. Such request shall state the purpose or purposes of the proposed meeting.

Article X, HOUSE RULES:

E. No children under the age of 12 years shall be permitted to live in non-owner occupied condominium units. There is to be no more than 2 children under the age of 21, per unit, of a non-owner occupied unit. This provision shall not, however, apply to owners of condominiums residing at Pirate's Cove who shall be permitted to have their minor children reside with them.

THE FOREGOING Resolution was approved this 4th day of February, 1982.

ATTEST

William D. Mann
Secretary

William D. Mann
President





82022875

OR 5309 PAGE 1129

CERTIFICATION OF RESOLUTION
PIRATE'S COVE CLUB CONDOMINIUM ASSOCIATION, INC.

The undersigned, WILLIAM C. MOORE, President of Pirate's Cove Club Condominium Association, herewith certifies the attached resolution, amending the provisions of the Declaration of Condominium as recorded in O.R. Book 5153, Pages 1333 through 1356, pursuant to the By-Laws of the Association as recorded in O.R. Book 5153, Pages 1357 through 1375 amending Article V, Section 2 of the By-Laws as contained in O. R. Book 5153, at Pages 1364 and 1365, Article V, Section 4A of the By-Laws as contained in O. R. Book 5153, at Page 1365 and Article X, Paragraph E of the By-Laws as contained in O. R. Book 5153, at Page 1370; said Resolution being approved by the membership of the Condominium Association at a meeting duly called.

IN WITNESS THEREOF, I have hereunto set my hand and seal this

5th day of February, 1982.

[Signature]
Witness
[Signature]
Witness

[Signature]
William C. Moore, President

STATE OF FLORIDA)
COUNTY OF PINELLAS)

Ta Insurance 72 0001. 155882
60 7.00

SWORN TO and subscribed before me this 5th day of February, 1982, at St. Petersburg, Pinellas County, Florida.

RECORDED
PINELLAS CO. FLORIDA
[Signature] Notary Public



CLERK CIRCUIT COURT
FEB 15 4 50 PM '82
Notary Public, State of Florida at Large
My Commission Expires July 2, 1983
Bonded by Aetna Casualty & Surety Co.

RETURN TO:
A. Clinton Brooks Property Management Company, Inc.
18 Madonna Boulevard
Tierra Verde, Florida 33715

40 Rec 700
41 DS
42 Int
43 [Signature]

CONDOMINIUM PLATS PERTAINING HERETO ARE FILED IN CONDOMINIUM PLAT BOOK 48 PAGES 11 - 13 INCL.

RESOLUTION

O.R. 5309 PAGE 1130

WHEREAS, the first annual meeting of the members of the Pirate's Cove Condominium Association was held, pursuant to due notice, on Wednesday, February 3, 1982, at the condominium, and

WHEREAS, 41 of the 42 unit members were present, either in person or by appropriate proxy, and

WHEREAS, 41 of the condominium owners eligible to vote, either voted in person or by proxy, to approve the proposed amendments, and

WHEREAS, the members present directed the officers of the Association to prepare appropriate excerpts from the minutes of the Association meeting, of that date, in resolution form so that it may be appropriately recorded in the Public Records of Pinellas County, Florida,

NOW, THEREFORE, be it resolved that at a meeting of the Association held, pursuant to notice, on February 3, 1982, that Paragraph 17 (b) (1), as recorded in O.R. Book 5153, Page 1338, Public Records of Pinellas County, Florida, have the following sub-paragraphs added to it:

(b) The condominium unit owners shall be responsible for the following:

(1) To maintain in good condition, repair and replace at his own expense, all portions of the unit except those portions to be maintained, repaired or replaced by the Association. Such work shall be done without disturbing the rights of other unit owners, if at all possible.

These areas shall include, but not be limited to, the following:

- (aa) Repair of all water leaks within the unit.
- (bb) Repair of any and all electrical or gas defects, as the case may be, within the unit.
- (cc) All heating and air-conditioning repairs or replacement as may be necessary for the heating and airconditioning equipment servicing the particular affected unit. This shall include specifically, but not be limited to, entire replacement of compressors, air handlers or other allied equipment. Each individual unit owner shall be responsible for regular maintenance of such equipment including servicing, changing filters, etc.

THE FOREGOING Resolution was approved this 5th day of February, 1982.

William C. Moore
WILLIAM C. MOORE, President

ATTEST

Patricia L. Ladd
Secretary





CERTIFICATION OF RESOLUTION

4.1.5748 PAGE 853

PIRATE'S COVE CLUB CONDOMINIUM ASSOCIATION, INC.

The undersigned, Jay Anderson, as President of Pirate's Cove Club Condominium Association, Inc. certifies the attached resolution for recording in the Public Records of Pinellas County, Florida, pursuant to the provisions of the Declaration of Condominium of the said Condominium Association, as recorded in O.R. Book 5153, Pages 1333 through 1356, Public Records of Pinellas County, Florida, amending Paragraph 8 of the said Condominium Declaration, contained on page 10 of the Declaration, as recorded in O.R. Book 5153, at Page 1334, as required and approved by the members of said Condominium Association at a meeting duly called for said purpose.

IN WITNESS THEREOF, I have hereunto set my hand and seal this

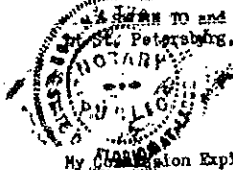
23rd day of April, 1984.

Jane Perry
Witness
Walter V. Blute
Witness

Jay Anderson
Jay Anderson, President

STATE OF FLORIDA)
COUNTY OF PINELLAS)

Subscribed and sworn to before me this 23 day of April, 1984,
St. Petersburg, Pinellas County, Florida.



B.H. [Signature]
Notary Public

My Commission Expires:

Notary Public, State of Florida
My Commission Expires JAN. 29, 1987

RETURN TO
A. Clinton Brooks Property Management Company, Inc.
18 Madonna Boulevard
Tiera Verde, Florida 33715

84086484

P. L. 5748 PAGE 851

Cash, Crd
13.00
13.00
13.00

RESOLUTION

WHEREAS, a Special Meeting of the members of the Pirate's Cove Club Condominium Association, Inc. was held, pursuant to notice duly given, on April 17, 1984, at the office of A. Clinton Brooks Property Management Company, Inc. and

WHEREAS, the members present directed the officers of the Association to prepare appropriate excerpts from the minutes of the Association's meeting of that date in Resolution form so that it may be appropriately recorded in the Public Records of Pinellas County, Florida,

NOW, THEREFORE, be it resolved that at a meeting of the Association called after due notice, after motion duly made, seconded and passed by 32 of the members present, either in person or by proxy, out of a total of 42 members of the Association, the following portion of the Declaration of Condominium, Paragraph 8, as recorded in O.R. Book 5153, Page 1334 be revised to read as follows:

8. PERCENTAGE OF OWNERSHIP OF COMMON ELEMENTS AND SHARES OF COMMON

EXPENSES AND OF COMMON SURPLUS: The undivided shares in the common elements, appurtenant to each of the condominium units, are set forth below in percentages. These same figures in percentages also constitute the shares of each condominium unit with respect to common expenses and common surplus.

<u>UNIT</u>	<u>% SHARE</u>
1	2.381
2	2.381
3	2.381
4	2.381
5	2.381
6	2.381
7	2.381
8	2.381
9	2.381
10	2.381
11	2.381
12	2.381
12-A	2.381

RECORDED
10 15 84

RETURNED

A. Clinton Brooks Property Management Co., Inc.
18 Hollywood Blvd
Tampa, Fla. 33601

6. 5748 PAGE 852

Page 2

RESOLUTION

PIRATE'S COVE CLUB CONDOMINIUM ASSOCIATION, INC
O.R. Book 5153, Page 1334

UNIT	\$ SHARE
14	2,381
15	2,381
16	2,381
17	2,381
18	2,381
19	2,379
20	2,381
21	2,381
22	2,381
23	2,381
24	2,381
25	2,381
26	2,381
27	2,381
28	2,381
29	2,381
30	2,381
31	2,381
32	2,381
33	2,381
34	2,381
35	2,381
36	2,381
37	2,381
38	2,381
39	2,381
40	2,381
41	2,381
42	2,381

THE FOREGOING Resolution was approved this 23rd day of April, 1984.


JAY ANDERSON, PRESIDENT

ATTEST


WILLIAM C. MOORE, SECRETARY/TREASURER

CORPORATE SEAL

RETURN TO:
A. Clinton Brooks Property Management Co., Inc.
18 Madonna Blvd., Tierra Verde, Fla. 33715



INST # 91-070477
MAR 20, 1991 9124AM

PINELLAS COUNTY FLA.
OFF. REC. BK 7520 PG 1

CERTIFICATE OF AMENDMENT
FOR DECLARATION OF CONDOMINIUM OF
PIRATE'S COVE CLUB CONDOMINIUM, INC.

INT _____
FEES _____
NOT _____
P/C _____
REV _____
TOTAL 15.00

NOTICE IS HEREBY GIVEN THAT at a duly called meeting of the members on November 14, 1990, by a vote as required by the Declaration of Condominium and after the unanimous adoption of a Resolution proposing said amendments by the Board of Administration, the Declaration of Condominium of Pirate's Cove Club Condominium, Inc., as recorded in O.R. Book 5153, Page 1333, et seq., of the Public Records of Pinellas County, Florida, be, and the same is hereby amended as follows:

1. The Declaration of Condominium of Pirate's Cove Club Condominium, Inc., is hereby amended in accordance with Exhibit A attached hereto and entitled "Schedule of Amendments to Declaration of Condominium."

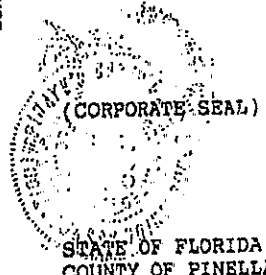
2. The Bylaws of Pirate's Cove Club Condominium Association, Inc., are hereby amended in accordance with Exhibit B attached hereto and entitled "Schedule of Amendments to Bylaws."

IN WITNESS WHEREOF, we have affixed our hands this 15th day of February, 1991, at Pinellas County, Florida.

PIRATE'S COVE CLUB
CONDOMINIUM ASSOCIATION, INC.

By: [Signature]
As its President

Attest: [Signature]
Secretary



STATE OF FLORIDA
COUNTY OF PINELLAS

On this 15th day of February, 1991, appeared the President and Secretary and acknowledged the execution of this instrument for the purposes herein expressed.

[Signature]
Notary Public
Commission Expires: June 20, 1991

(CONDOMINIUM PLATS PERTAINING HERETO ARE RECORDED IN
CONDOMINIUM PLAT BOOK 48, PAGES 11 through 13.)

This instrument prepared by and returned to:
R. Timothy Peters, Esquire, P O Box 6316, Clearwater FL 34618

26126400 HJB 03-20-91 09:00:16
01
RECORDING 1 \$15.00

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

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

PINELLAS COUNTY FLA.
OFF. REC. BK 7520 PG 2

SCHEDULE OF AMENDMENT TO THE DECLARATION OF CONDOMINIUM OF
PIRATE'S COVE CLUB CONDOMINIUM, INC.

Amendment 1: Article XXI, APPROVAL OF TRANSFER OR LEASE Section
C. The following language is hereby added to Section C:

(c) Within Thirty (30) days after receipt of the notice described in Subparagraph (b) of this paragraph, the Association must either approve or disapprove the proposed transaction or the continuance of ownership, as the case may be. If approved, the approval shall be stated in a certificate executed by the President and Secretary in recordable form, and shall be recorded in the public records of the county (except that a lease is not recorded.) When a lease application is approved, the prospective tenant shall deposit with the Association a sum of \$300.00 as a refundable security deposit.

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

Exhibit A

PINELLAS COUNTY FLA.
OFF. REC. BK 7520 PG 3

SCHEDULE OF AMENDMENTS TO THE BYLAWS OF
PIRATE'S COVE CLUB CONDOMINIUM ASSOCIATION, INC.

Amendment 1: Article X, HOUSE RULES Section D. is hereby changed in its entirety to read:

D. The condominium units may not be used for any commercial or business purpose that would create a nuisance to other residents, or that would cause the use of common area property or common utilities. However, passive use of the unit to engage in a personal home office for business purpose that does not violate other condominium rules and regulations and is consistent with the Declaration of Condominium is permissible.

Amendment 2: Article X, HOUSE RULES Section E. is hereby changed in its entirety to read:

E. Each single family unit may not be occupied by more than four persons, at least three of which must be related by at least one of the following relationships: spouse, child, mother, father, grandparent, great grandparent, brother, sister, stepmother, stepbrother, stepfather, mother-in-law, father-in-law, brother-in-law, sister-in-law, son-in-law, daughter-in-law, uncle, aunt, nephew or niece.

Amendment 3: Article X, HOUSE RULES Section I. is hereby changed to read:

I. Minimal Rental Duration: The duration of a lease or agreement executed between the owner and/or the owner's agent and the lessee shall be for a minimum of twelve months.

Amendment 4: Article X, HOUSE RULES Section II. is hereby added to Article X as follows:

II. Any owner who allows the occupancy of his/her unit or units in violation of any provision of the Condominium Bylaws then in effect, will be assessed \$50 per month, per violation.

Amendment 5: Article XI, DEFAULT, the following language is added to Article XI, DEFAULT:

Assessments, Late Payments and Collection.

1. The Condominium Association shall collect a late fee of \$25.00 for each assessment not post marked by the fifteenth (15th) day beyond its due date.

2. When any assessment remains unpaid on the fortieth (40th) day past its due date, the Condominium Association shall refer the matter to legal counsel directing them to:

- a) Immediately file a lien against the unit for past due assessments, 18% interest, court costs, other expenses and attorney fees, and update said lien monthly.
- b) Advise the unit owner that unless full payment is made within ten (10) days, foreclosure litigation will be instituted for collection of all past due assessments, court costs, other expenses, attorney fees and 18% interest from the due date until paid on all amounts due.
- c) When the assessment remains unpaid for ten (10) days beyond, the action described in subparagraph (b), the Condominium Association shall institute the litigation described in subparagraph (b).

3. All partial payments of assessments shall be applied in the following order:

- a) attorney fees,
- b) court costs,
- c) other expenses,
- d) interest, and
- e) earliest assessment balance due.



MAGE01 : FL-02-10214-2 02/07/2002 04:53:31pm

INST # 91-070513
MAR 20, 1991 9:48AM

PINELLAS COUNTY FLA.
OFF. REC. BK 7520 PG 50

11 RECORDING
ACCT 394
REC PERT
FEEB 15.00
MYF
PTG
P/C
DOC
INT
TOTAL 15.00
ll

CERTIFICATE OF AMENDMENT
FOR DECLARATION OF CONDOMINIUM OF
PIRATE'S COVE CLUB CONDOMINIUM, INC.

NOTICE IS HEREBY GIVEN THAT at a duly called meeting of the members on January 31, 1991, by a vote as required by the Declaration of Condominium and after the unanimous adoption of a Resolution proposing said amendments by the Board of Administration, the Declaration of Condominium of Pirate's Cove Club Condominium, Inc., as recorded in O.R. Book 5153, Page 1333, et seq., of the Public Records of Pinellas County, Florida, be, and the same is hereby amended as follows:

1. The Declaration of Condominium of Pirate's Cove Club Condominium, Inc., is hereby amended in accordance with Exhibit A attached hereto and entitled "Schedule of Amendments to Declaration of Condominium."

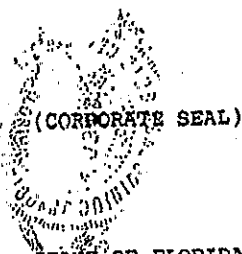
2. The Bylaws of Pirate's Cove Club Condominium Association, Inc., are hereby amended in accordance with Exhibit B attached hereto and entitled "Schedule of Amendments to Bylaws."

IN WITNESS WHEREOF, we have affixed our hands this 13 day of MARCH, 1991, at Pinellas County, Florida.

PIRATE'S COVE CLUB
CONDOMINIUM ASSOCIATION, INC.

By: Richard J. [Signature]
As its President

Attest: Karen L. Morgan
Secretary



STATE OF FLORIDA
COUNTY OF PINELLAS

On this 13th day of March, 1991, appeared the President and Secretary and acknowledged the execution of this instrument for the purposes herein expressed.

[Signature]
Notary Public
Commission Expires: [Date]

(CONDOMINIUM PLATS PERTAINING HERETO ARE RECORDED IN CONDOMINIUM PLAT BOOK 48, PAGES 11 through 13.)

This instrument prepared by and returned to:
R. Timothy Peters, Esquire, P O Box 6316, Clearwater FL 34618

26124433 WJB 03-20-91 09:25:46
11 3010 - 00000394
DCL-PIRATES COVE CONDO - PRE
RECORDING 1 \$15.00

CHARGE AMOUNT TOTAL: \$15.00
\$15.00

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

INSTRUMENT PREPARED BY (OR RETURN TO):
R. TIMOTHY PETERS
R. TIMOTHY PETERS, P.A.
BOX 6316, CLEARWATER, FL 34618-6316

IMAGE01 : FL-02-10214-2 02/07/2002 04:53:31pm

PINELLAS COUNTY FLA.
OFF. REC. BK 7520 PO 51

SCHEDULE OF AMENDMENT TO THE DECLARATION OF CONDOMINIUM OF
PIRATE'S COVE CLUB CONDOMINIUM, INC.

Amendment 1: Article XVII, MAINTENANCE, Section (b). The following subsection language is hereby added to this Section:

- (5) The cost of the pest control for the interior of each unit shall be borne by the individual unit owner(s).

Amendment 2: Article XXI, APPROVAL OF TRANSFER OR LEASE, Section D. The following subsection language is hereby added to this Section:

- (d) No unit owner may rent or lease his/her unit during the first twelve (12) months of ownership. Any unit purchased after February 1, 1991, cannot be rented or leased for the first year of ownership unless the owner is in the military and is transferred, or is on assignment in the military reserves.

Exhibit A

PINELLAS COUNTY FLA.
OFF. REC. BK 7520 PG 52

SCHEDULE OF AMENDMENTS TO THE BYLAWS OF
PIRATE'S COVE CLUB CONDOMINIUM ASSOCIATION, INC.

Amendment 1: Article II, DIRECTORS Section 3. is hereby amended to read as follows:

Section 3. Removal. Directors may be removed, with or without cause, by an affirmative vote of a majority of the members. No director shall continue to serve on the board if, during his term of office, his membership in the corporation shall be terminated for any reason whatsoever. Commencing with the initial meeting of the newly elected Board of Directors, the absence of any Director at any two (2) consecutive Board meetings shall constitute an automatic resignation of that Director from the Board, unless excused by a resolution of the Board.

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

Exhibit B



99-194215 JUN-11-1999 12:43PM
PINELLAS CO BK 10550 PG 1239

Prepared By and Return To:
Bennett L. Rabin, Esquire
Brudny & Rabin, P.A.
One Urban Centre, Suite 985
4830 W. Kennedy Boulevard
Tampa, Florida 33609-2574

PAGES 3
ACCT _____
REC 1500
DR219 _____
DS _____
INT _____
FEES _____
MTF _____
P/C _____
REV _____

**CERTIFICATE OF AMENDMENT TO
DECLARATION OF CONDOMINIUM OF
PIRATE'S COVE CLUB CONDOMINIUM, A CONDOMINIUM
AND TO BY-LAWS OF PIRATE'S COVE CLUB CONDOMINIUM ASSOCIATION, INC.**

TOTAL 5.00
CK BAL _____
CHG AMT _____

This is to certify that at a special meeting of the members of Pirate's Cove Club Condominium Association, Inc., held on June 18, 1999, at which a quorum of the members entitled to vote were present, the attached Amendments to the Declaration of Condominium and to the By-Laws which are attached as an Exhibit to the Declaration were duly adopted by the membership as required by its amendatory provision. The Declaration of Condominium is recorded in Official Records Book 5153, Page 1333, of the Public Records of Pinellas County, Florida, and in Condominium Plat Book No. 48, Page 11, aforesaid records.

IN WITNESS WHEREOF, PIRATE'S COVE CLUB CONDOMINIUM ASSOCIATION, INC., has caused this instrument to be signed by its duly authorized officer on the 3 day of June, 1999.

**PIRATE'S COVE CLUB CONDOMINIUM
ASSOCIATION, INC.**

By: Nick Crapis
Signature
NICK CRAPIS PRES.
Printed Name and Title

Leigh B. Tessler
Signature of Witness #1
LEIGH B. TESSLER
Printed Name of Witness #1

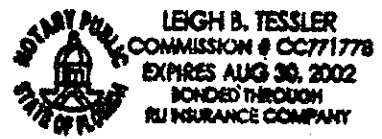
Brenda J. Anderson
Signature of Witness #2
BRENDA ANDERSON
Printed Name of Witness #2

80081911 06-11-1999 12:43:39 PDP
01 0000000000
CITY-PIRATE'S COVE
RECORDING 003 PAGES 1 \$15.00
TOTAL: \$15.00
P CHECK AMT. TENDERED: \$15.00
CHANGE: \$.00

STATE OF FLORIDA)
COUNTY OF PINELLAS)

The foregoing instrument was acknowledged before me this 3 day of June, 1999, by Nick Crapis as President of PIRATE'S COVE CLUB CONDOMINIUM ASSOCIATION, INC., on behalf of the corporation, who acknowledged that he/she executed this document on behalf of the corporation, and stated that the foregoing is true and correct. He/She is personally known to me or has produced _____ as identification.

Leigh B. Tessler
Notary Public
LEIGH B. TESSLER
Printed Name
My Commission Expires:



PINELLAS COUNTY FLA.
OFF REC BK 10390 PG 1240

**AMENDMENTS TO DECLARATION OF CONDOMINIUM
AND TO BY-LAWS
FOR PIRATE'S COVE CLUB CONDOMINIUM ASSOCIATION, INC**

1. To amend Article 14 of the Declaration to read as follows:

14. AMENDMENT OF DECLARATION: This Declaration may be amended by the affirmative vote of 75 percent of the representative membership, present in person or by proxy, at a meeting called for that purpose and at which a quorum is present; provided, however, no amendment shall be made which shall in any manner impair the security of any institutional lender having a mortgage or other lien against a condominium parcel or any other holders of liens of record.

2. To amend Article 26 of the Declaration to read as follows:

26. OBLIGATIONS OF MEMBERS: In addition to other obligations and duties heretofore set out in this Declaration, every condominium parcel owner shall:

- (b) Conform to and abide by the By-laws and uniform rules and regulations in regard to the use of the unit and common elements, which may be adopted in writing from time to time by the Board of Directors of the Association, including, but not limited to, the right to prohibit certain types of vehicles from being kept on the common elements and to otherwise regulate vehicles within the parking and roadway areas, and to see that all persons using owner's property by, through or under him do likewise.

3. To amend Article II, Section 1, of the By-Laws to read as follows:

ARTICLE II
DIRECTORS

Section 1. Number and Term: The number of directors who shall constitute the whole board shall be no less than five (5) nor greater than nine (9). Until succeeded by directors elected at the first annual meeting of members, directors need not be members; thereafter, all directors shall be members. Within the limits above specified, the number of directors shall be determined by the members at the annual meeting effective for following year. The directors shall be elected at the annual meeting of members, and each member shall be elected to serve for a term of one (1) year or until his successor shall be elected and shall qualify.

PINELLAS COUNTY FLA.
OFF REC BK 10550 PG 1241

4. To amend Article II, Section 4, Subparagraph H, of the By-laws to read as follows:

ARTICLE II
DIRECTORS

Section 4. POWERS: The property and business of the corporation shall be managed by the Board of Directors, who may exercise all corporation powers not specifically prohibited by statute, the Certificate of Incorporation, or the Declaration to which these By-laws are attached. The power of the Board of Directors shall specifically include, but not be limited to, the following items:

H. To make reasonable rules and regulations for the occupancy of the condominium parcels, and with regard to the use of the common elements.

END OF AMENDMENTS