

CC&Rs

The Beach House of Pass-A-Grille Condominium Association, Inc.

**The Beach House of
Pass-A-Grille**

Condominium Association

Condominium Documents

Is instrument prepared by
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APR 10 9 16 AM '74

DECLARATION OF CONDOMINIUM OF
THE BEACH HOUSE OF PASS-A-GRILLE, A CONDOMINIUM

MADE the day last appearing in the body of this Declaration of BEACH HOUSE DEVELOPMENT CORPORATION, a Florida corporation, for itself, its successors, grantees and assigns, herein called "Developer."

WHEREIN, the Developer makes the following declarations:

1. Purpose. The purpose of this Declaration is to submit the lands described and improvements described and to be constructed thereon to the condominium form of ownership and use in the manner provided in Chapter 711 of the Florida Statutes, as Amended, herein called the "Condominium Act."
 - .1 Name. The name by which this condominium is to be identified is THE BEACH HOUSE OF PASS-A-GRILLE, A CONDOMINIUM.
 - .2 Property Submitted to Condominium Form of Ownership. The following property is hereby submitted to the condominium form of ownership:
 - (a) The Land. The lands, owned by the Developer, lying and being situate in Pinellas County, Florida, as more particularly set forth in "Exhibit A" attached hereto, which lands are herein called the "land."
2. Definitions. The terms used herein and in the By-Laws shall have the meaning stated in the Condominium Act and as follows, unless the context otherwise requires:
 - .1 Unit. Unit means a part of the condominium property which is to be subject to private ownership.
 - .2 Unit Owner. Unit owner means the owner of a condominium parcel.
 - .3 The Association. The Association means THE BEACH HOUSE OF PASS-A-GRILLE CONDOMINIUM ASSOCIATION, INC.
 - .4 Common Elements. Common elements shall include: (a) the condominium property not included in the units; (b) tangible personal property required for the maintenance and operation of the common elements even though owned by the Association; and (c) other items as stated in the Condominium Act.
 - .5 Common Expenses. Common expenses include: (a) expenses of administration and management of the condominium property; (b) expenses of maintenance, operation, repair or replacement of common elements; (c) expense under community facility; (d) expenses declared common expenses by the provision of this Declaration or By-Laws; and (e) any valid charge against the condominium as a whole.
 - .6 Community Facilities. Community facilities means and includes the facilities provided under the community facilities as set forth herein.
 - .7 Condominium Property. Condominium property means and includes the land and all improvements thereon and all assessments and rights of way appurtenant thereto intended for use in connection with the condominium.

---CONDOMINIUM PLATS PERTAINING HERETO ARE FILED IN CONDOMINIUM PLAT BOOK 17, PAGES 97, 98 AND 99---

- .8 Reasonable Attorneys Fees. Reasonable attorneys fees means and includes reasonable fees for the services of attorneys at law whether or not judicial or administrative proceedings are involved and if judicial or administrative proceedings are involved, then of all appellate or administrative review of the same.
 - .9 Singular, Plural, Gender. Whenever the context so permits, the use of the singular shall include the plural and the plural genders.
 - .10 Utility Services. Utility services as used in the Condominium Act and construed with reference to this condominium and as used in the Declaration and By-Laws shall include, but not be limited to electric power, water and sewage disposal.
3. Development Plan. The Condominium is described and established as follows:
- .1 Plat Plans and Floor Plans. A survey of the land showing the same, certain easements, the condominium unit and other improvements placed thereon, entitled "plat plan" is attached hereto with the identification exhibit "B".
 - .2 Easements. Each of the following easements is a covenant running with the land of the Condominium, and notwithstanding any of the other provisions of this Declaration, may not be amended or revoked and shall survive the termination of the Condominium and the exclusion of any of the lands of the Condominium from the Condominium:
 - (a) Utilities. As may be required for utility services in order to adequately serve the Condominium and to adequately serve the Condominium property; provided, however, easements through an unit shall only be according to the plans and specifications for the building containing the unit or as the building is actually constructed, unless approved, in writing, by the unit owner.
 - (b) Pedestrian and Vehicular Traffic. For pedestrian traffic over, through and across sidewalks, paths, walks and lanes, as the same may from time to time exist, upon the common elements; and for the vehicular traffic over, through and across such portions of the common elements as may be from time to time paved and intended for such purposes, but the right to park upon any portions of the Condominium property, except as otherwise provided.
 - .3 Management Agreement. The Association by and through its original Board of Directors and Officers has entered into an agreement with **Real Property Management, Inc.**, entitled "Management Agreement." A copy of said management agreement shall be delivered to each unit owner on or before the date he purchases his unit. Amendment or revision of such Management Agreement shall not require the procedure for an amendment or change to the Declaration or to the By-Laws and may be accomplished by expression thereof executed by the Board of Directors of the Association and the Manager with the formality

required for deed; it need not be filed among the Public Records of Pinellas County, Florida. Each unit owner, his heirs, successors and assigns, shall be bound by said Management Agreement to the same extent and effect as if he had executed said Management Agreement for the purposes herein expressed, including but not limited to (a) adopting, ratifying, confirming and consenting to the execution of said Management Agreement by the Association; (b) covenanteeing said premises to perform each and every of the covenants, promises and undertakings to be performed by unit owners in the cases provided therefor in said Management Agreement; (c) ratifying, confirming and approving each and every provision of said Management Agreement and acknowledging that all the terms and provisions thereof, including manager's fee, are reasonable; and (d) agreeing that the persons acting as directors and officers of the Association entering into such agreement have not breached any of their duties or obligations to the Association. It is specifically recognized that some or all persons comprising the original Board of Directors and the Officers of the Association are owners of some or all the stock of BEACH HOUSE DEVELOPMENT CORPORATION and that such circumstances shall not and cannot be construed or considered as a breach of their duties and obligations to the Association, nor as possible grounds to invalidate the Management Agreement in whole or in part. The Management Agreement, each and every provision thereof and the acts of the Board of Directors and Officers of the Association entering into such agreement be and the same are hereby ratified, confirmed, approved and adopted.

- .4 Condominium Building. The condominium includes a building which is designated THE BEACH HOUSE OF PASS-A-GRILLE.
- .5 Other Improvements. The condominium includes parking areas and landscaping areas located substantially as indicated upon said plat plan survey and which are a part of the common elements.
- .6 Common Elements. Common elements shall include everything contained within the definition thereof set forth in paragraph 2.4 hereof.
- .7 Units - Boundaries. The boundaries of each condominium unit are the interior surfaces of its perimeter walls, bearing walls, floors, ceilings, windows, window frames, doors and door frames and trimmings. Where there is a balcony serving only the unit being bounded, such boundaries shall go to the surfaces of the walls, floor and overhead forming the interior of such balcony.
- .8 Easements for Unintentional and Non-Negligent Encroachments. If a unit shall encroach upon any common element or upon any other unit by reason of original construction, or by the unintended or non-negligent act of the unit owner, then an easement appurtenant to such common element, to the extent of such encroachment, shall exist so long as such encroachment shall exist.
- .9 Amendment of Plans and Completion of Improvements.
 - (a) Alteration of Plans. Notwithstanding any other provision of this Declaration, as to units which

the Developer may own, the Developer shall have the right to change the location and exterior design and arrangement of all such units and to alter the boundaries between units. If the Developer shall make any changes so authorized, such changes shall be reflected by an amendment to this Declaration. No such change shall increase the number of units nor alter the boundaries of the common elements without amendment of this Declaration by approval of the Association unit owners and owners of mortgages in the manner elsewhere provided.

- (b) Amendment of Declaration. An amendment of this Declaration by Developer need be executed and acknowledged only by the Developer and mortgagees who may be affected by such change, and need not be approved by the Association, unit owners, or other lienors or any other person whomsoever.

4. The Condominium Building.

- .1 Plans. The condominium building has seven (7) floors.
- .2 Units. The units in the condominium are identified and briefly described in exhibit "C" attached hereto. The locations and boundaries of each unit in each condominium building are more particularly described in exhibit "B".
- .3 Appurtenances to Each Unit. The owner of each unit shall own a share and certain interests in the Condominium property which are appurtenant to his unit, which include but are not limited to the following items which are appurtenant to the several units, as indicated:
 - (a) Common Elements. The undivided share in the land and other common elements which is appurtenant to each unit, as set forth in exhibit "C", attached.
 - (b) Association. The membership of each unit owner in the Association and the interest of each unit owner in the funds and assets held by the Association.
 - (c) Common Community Facility. The right to use, occupy and enjoy common facilities designated as Reck Room and Sun Deck on the seventh floor of Condominium.
 - (d) Exterior Storage Space. Exterior storage space which is adjacent to each of the condominium units and is assigned a number to coincide with the condominium unit number.

- .4 Liability for Common Expenses and Share of Common Surplus. Each unit owner shall be liable for a proportionate share of the common expenses and shall be entitled to a share of the common surplus, as set forth in exhibit "C", attached. The foregoing right to a share of the common surplus does not include the right to withdraw or require payment or distribution of the same.

5. Maintenance, Alteration and Improvement. Responsibility for the maintenance of the Condominium property and restrictions upon the alteration and improvement thereof shall be as follows:

- .1 Common Elements.

- (a) By the Association. The maintenance and operation of the common elements shall be the responsibility of the Association and a common expense.
- (b) Alteration and Improvement. After the completion of the condominium building and the common elements thereof which are described in this Declaration, there shall be no alteration nor further improvement of the common elements without prior approval in writing by the record owners of not less than 75% of the common elements. The share of any cost shall be assessed to the unit owners in the proportion which their shares in the common elements bear to each other. There shall be no change in the shares or rights of a unit owner in the common elements which are altered or further improved.

.2 Units.

- (a) By Association. The Association shall maintain, repair and replace as a common expense:
 - (1) All portions of the unit, except interior surfaces, contributing to the support of the condominium building, which portions shall include but not be limited to the outside walls of the unit building and all fixtures on the exterior thereof, boundary walls of a unit, floors and ceiling slabs, loadbearing columns and walls, but shall not include screening, windows, exterior doors, glass and interior surfaces of walls, ceilings and floors.
 - (2) All conduits, ducts, rough plumbing (but not fixtures), wiring and other facilities for the furnishing of utility services which are contained in a unit, but which services all or part of the building other than the unit within which contained.
 - (3) All incidental damage caused to a unit by such work shall be promptly repaired by the Association.
- (b) By the Unit Owner. The responsibility of the unit owner shall include:
 - (1) To maintain, repair and replace at his sole and personal expense, all doors, windows, glass, screens, electric panels, electric outlets and fixtures, air conditioners, heaters, hot water heaters, refrigerators, dishwashers, other appliances, drains, plumbing fixtures and connections, interior surfaces of all walls, including boundary and exterior walls, floors and ceilings, and all other portions of his unit except the portions specifically to be maintained, repaired and replaced by the Association.

- (2) Not to enclose, paint or otherwise decorate or change the appearance of any portion of the exterior of the condominium building.
 - (3) To promptly report to the Association any defect or need for repairs, the responsibility for the remedying of which is that of the Association according to this Declaration.
- (c) Alteration and Improvement. Subject to the other provisions of 5.2 and which in all cases shall supersede and have priority over the provisions of this subsection when in conflict therewith, a unit owner may make such alteration or improvement to his unit at his sole and personal cost as he may be advised, provided all work shall be done without disturbing the rights of other unit owners and further provided, that a unit owner shall make no changes or alterations to any interior boundary wall, exterior wall, balcony or patio, screening, exterior doors, windows, structural or loadbearing member, electrical service or plumbing service, without first obtaining approval in writing of the Board of Directors of the Association.
- .3 Alterations and Improvements - General. Except as elsewhere reserved to the Developer, neither a unit owner nor the Association shall make any alteration in the portions of a unit or the condominium building which are to be maintained by the Association or remove any portion thereof or make any additions thereto or do anything which would jeopardize the safety or soundness of the condominium building or impair any easement without first obtaining approval in writing of owners of all other units in the condominium building and the approval of the Board of Directors of the Association. A copy of plans for all such work prepared by an architect licensed to practice in Florida shall be filed with the Association prior to the granting of such approval and the start of the work.
6. Assessments. The making and collection of assessments against unit owners for common expenses shall be pursuant to the By-Laws and subject to the following provisions:
- .1 Share of Common Expenses. Each unit owner shall be liable for a proportionate share of the common expenses and shall share in the common surplus, as set forth in exhibit "C", but the same shall not vest or create in any unit owner the right to withdraw or receive distribution of his share of the common surplus.
 - .2 Payments. Assessments and installments thereon paid on or before 10 days after the day when the same shall become due, shall not bear interest, but all sums not paid on or before 10 days when due shall bear a late charge of \$10.00, or such other sum as may from time to time be fixed and determined by the Board of Directors. All payments on account shall be first applied to late charges and then to the assessment payment first due. If any installment of an assessment be not paid on or before 30 days after the same shall become due, the Board of Directors may declare the entire assessment as to the delinquent owner then due and payable in full as if so originally assessed.

.3 Lien for Assessments. The Association shall have a lien on each unit for any unpaid assessments and for interest thereon against the owner thereof, which lien shall also secure reasonable attorneys' fees incurred by the Association incident to the collection of such assessment or enforcement of such lien. Said lien shall be effective from and after the time of recording in the Public Records of Pinellas County, Florida, a claim of lien stating the description of the unit, the name of the record owner thereof, the amount due and the date when due, and the lien shall continue in effect until all sums secured by the lien shall have been fully paid. Such claims of lien shall be signed and verified by an officer of the Association or by the Managing Agent of the Association. Upon full payment the party making payment shall be entitled to a recordable satisfaction of lien. Such liens shall be subordinate to the lien of any mortgage or other liens recorded prior to the date of recording the claim of lien. Liens for assessment may be foreclosed by suit brought in the name of the Association in like manner as a foreclosure of a mortgage on real property. In any such foreclosure, the owner of the unit shall be required to pay a reasonable rental for the unit and the Association shall be entitled as a matter of law, to the appointment of a receiver to collect the same. The Association may also sue to recover a money judgment for unpaid assessments without waiving the lien securing the same. Where the mortgagee of a first mortgage of record or other purchaser of an unit obtains title to the unit as a result of the foreclosure of the first mortgage, or where a mortgagee of a first mortgage of record obtains title to the unit as a result of a conveyance in lieu of foreclosure of the first mortgage, such acquirer of title, its successors and assigns, shall not be liable for the share of the common expenses or assessments by the Association pertaining to such unit or chargeable to the former owner of such unit which became due prior to acquisition of title in the manner above provided. Such unpaid share of common expenses or assessments shall be deemed to be expenses collectible from all the unit owners including such acquirer, its successors and assigns.

7. Association. The operation of the Condominium shall be by THE BEACH HOUSE OF PASS-A-GRILLE CONDOMINIUM ASSOCIATION, INC., a non-profit corporation, organized pursuant to Section 711.12, Florida Statutes, as Amended, and Chapter 617, Florida Statutes. A copy of its Articles of Incorporation is attached as Exhibit "D", and made a part hereof.

.1 Powers. The Association shall have all the powers and duties reasonably necessary to operate the Condominium, as set forth in this Declaration, the By-Laws and the Articles of Incorporation of the Association, and as the same may be amended. It shall also have all the powers and duties of an association as set forth in the Condominium Act; the power to acquire and enter into agreements whereby it acquires leaseholds, memberships, and other possessory or use interest in lands or facilities, whether or not contiguous to the lands of the Condominium, intended to provide for the enjoyment, recreation or other use or benefit of unit owners and to declare the expenses of rental,

membership fees, operations, replacements and other undertakings in connection therewith to be common expenses and may make covenants and restrictions concerning the use of the same by unit owners and such other provisions not inconsistent with the Condominium Act as may be desired; and the power to contract for the management of the Condominium and to delegate to the contractor all the powers and duties of the Association, except such as are specifically required by this Declaration or by the By-Laws to have the approval of the Board of Directors or the Membership of the Association.

- .2 By-Laws. The By-Laws of the Association are as set forth in attached exhibit "E" and made a part hereof.
 - .3 Limitation Upon Liability of Association. Notwithstanding the duty of the Association to maintain and repair parts of the Condominium property, the Association shall not be liable for injury or damage, other than the cost of maintenance and repair, caused by any latent condition of the property to be maintained and repaired by the Association, or caused by the elements or other owners or persons.
8. Insurance. Insurance, other than title insurance, which shall be carried upon the Condominium property and the property of the unit owners, shall be governed by the following provisions:
- .1 Authority to Purchase. All insurance policies upon the Condominium property shall be purchased by the Association for the benefit of the Association, and in the case of insurance covering damage to the condominium building and its appurtenances, also for the benefit of unit owners and their mortgagees as their interests may appear, and provisions shall be made for the issuance of certificates of mortgagee endorsements to the mortgages of unit owners. In the case of insurance policies covering damage to condominium buildings and their appurtenances, the kind of such policies shall be subject to the approval of the bank, life insurance company or savings and loan association holding the greatest dollar amount of first mortgages against units in the Condominium. Such policies and endorsements thereon shall be deposited with the Insurance Trustee. It shall not be the responsibility or duty of the Association to obtain insurance coverage upon the personal liability, personal property or living expenses of any unit owner, but the unit owner may obtain such insurance at his own expense, provided such insurance may not be of a nature to affect policies purchased by the Association.
 - .2 Coverage.
 - (a) Casualty. All buildings and improvements upon the land and all personal property included in the common elements shall be insured in an amount equal to the maximum insurable replacement value, excluding foundation and excavation costs, as determined by the Board of Directors of the Association. Such coverage shall afford protection against:

- (1) Loss or damage by fire and other hazards covered by a standard extended coverage endorsement; and
 - (2) Such other risks as from time to time shall be customarily covered with respect to buildings similar in construction, location and use as the buildings on the land, including but not limited to vandalism and malicious mischief.
 - (b) Public Liability. In such amounts and such coverage as may be required by the Board of Directors of the Association and with cross liability endorsement to cover liabilities of the unit owners as a group to a unit owner.
 - (c) Workmen's Compensation Policy. To meet the requirements of law.
 - (d) Other. Such other insurance as the Board of Directors of the Association shall determine from time to time to be desirable.
- .3 Premiums. Premiums upon insurance policies purchased by the Association shall be paid by the Association as a common expense.
- .4 Insurance Trustee Share of Proceeds. All property casualty insurance policies purchased by the Association shall be for the benefit of the Association and the unit owners and their mortgagees as their interests may appear and shall provide that all proceeds covering property losses shall be paid to an Insurance Trustee, being an institution having offices in Pinellas County, Florida, and possessing trust powers, as may from time to time be approved by the Board of Directors of the Association, which Trustee is herein referred to as "Insurance Trustee;" provided, however, that the foregoing right of the Board of Directors to select the Insurance Trustee shall be subject to the approval of the bank, insurance company or savings and loan association holding the greatest dollar amount of first mortgages against units in the Condominium. The duty of the Insurance Trustee shall be to receive such proceeds as are paid and hold the same in Trust for the purposes elsewhere stated herein, and for the benefit of the unit owners and their mortgagees in the following shares, but which shares need not be set forth on the records of the Insurance Trustee:
- (a) Common Elements. Proceeds on account of damage to common elements - an undivided share for each unit owner of the Condominium, such share being the same as the undivided share in the common elements appurtenant to his unit.
 - (b) Units. Proceeds on account of damage to units shall be held in the following undivided shares:
 - (1) When the Condominium building is to be restored for the owners of damaged units in proportion to the cost of repairing the damage suffered by each unit owner, which cost shall be determined by the Board of

Directors of the Association.

- (2) When the Condominium building is not to be restored - an undivided share for each unit owner, such share being the same as the undivided share in the common elements appurtenant to his unit.
 - (c) Mortgages. In the event a mortgagee endorsement has been issued as to a unit, the share of a unit owner shall be held in trust for the mortgagee and the unit owner as their interest may appear; provided, however, that the mortgagee shall have the right to determine or participate in the determination as to whether or not any damaged property shall be reconstructed or repaired.
- .5 Distribution of Proceeds. Proceeds of insurance policies received by the Insurance Trustee shall be distributed to or for the benefit of the beneficial owners in the following manner:
- (a) Expense of Trust. All expenses of the Insurance Trustee shall be first paid or provisions made therefor.
 - (b) Reconstruction or Repair. If the damage for which the proceeds are paid is to be repaired or reconstructed, the remaining proceeds shall be paid to defray the cost thereof as elsewhere provided. Any proceeds remaining after defraying such costs shall be distributed to the beneficial owners, remittances to unit owners and mortgagees being payable jointly to them. This is a covenant for the benefit of any mortgagee of a unit and may be enforced by such mortgagee.
 - (c) Failure to Reconstruct or Repair. If it is determined in the manner elsewhere provided that the damage for which the proceeds are paid shall not be reconstructed or repaired, the remaining proceeds shall be distributed to the beneficial owners, remittances to unit owners and their mortgagees being payable jointly to them. This is a covenant for the benefit of any mortgagee of a unit and may be enforced by such mortgagee.
 - (d) Certificate. In making distribution to unit owners and their mortgagees, the Insurance Trustee may rely upon a certificate of the Association made by its President and Secretary, or by the Association's Managing Agent as to the names of unit owners and their respective shares of the distribution.
- .6 Association as Agent. The Association is hereby irrevocably appointed agent, with full power of substitution, for each unit owner and for each owner of any other insured interest in the condominium property to adjust all claims arising under insurance policies purchased by the Association, to bring suit thereon in the name of the Association and/or other insureds and deliver releases upon payments of claims, and to otherwise exercise all of the rights, powers and privileges of the Association and each owner of any other insured interest in the condominium property as an insured under such insurance policies.

9. Reconstruction or Repair After Casualty.

- .1 Determination to Reconstruct or Repair. If any part of the condominium property shall be damaged by casualty, whether it shall be reconstructed or repaired or not shall be determined in the following manner:
- (a) Common Elements. If the damaged improvement is a common element, the same shall be reconstructed or repaired unless the damages to the condominium building containing such common element extend to units contained within such building, in which case the provisions relative to reconstruction and repair of the condominium building, as elsewhere herein provided, shall pertain.
 - (b) Condominium Building.
 - (1) Partial Destruction. If the damaged improvement is the condominium building and less than 90 percent of the amount of insurance applicable to such condominium building is forthcoming by reason of such casualty, then the condominium building shall be reconstructed and repaired unless 75 percent of the owners of the units contained within such building and all mortgagees, being banks, savings and loan associations, and insurance companies, holding first mortgages upon units contained within such building shall within 60 days after casualty agree, in writing, that the same shall not be reconstructed or repaired.
 - (2) Total Destruction. If the damaged improvement is the condominium building and 90 percent or more of the amount of casualty insurance applicable to such condominium building is forthcoming by reason of such casualty, the condominium building shall not be reconstructed or repaired unless within 60 days after casualty 51 percent of the owners of the units contained within such building and all mortgagees, being banks, savings and loan associations and insurance companies, holding first mortgages, upon units contained within such building shall within 60 days after casualty agree, in writing, that the same shall be reconstructed or repaired.
 - (c) Certificate. The Insurance Trustee may rely upon a certificate of the Association made by its president and secretary or managing agent to determine whether or not the unit owners, where so provided, have made a decision whether or not to reconstruct or repair.
- .2 Plans and Specifications. Any reconstruction or repair must be substantially in accordance with the plans and specifications of the original building and improvements; or if not, then according to plans and specifications approved by the board of directors

- of the Association and if the damaged property is the condominium building, by the owners of all damaged units therein, which approvals shall not be unreasonably withheld.
- .3 Responsibility. If the damage is only to those parts of units for which the responsibility of maintenance and repair is that of unit owners, then the unit owners shall be responsible for reconstruction and repair after casualty. In all other instances the responsibility of reconstruction and repair after casualty shall be that of the Association.
 - .4 Estimate of Costs. When the Association shall have the responsibility of reconstruction or repair, prior to the commencement of reconstruction and repair the Association shall obtain reliable and detailed estimates of the cost of repair or rebuild.
 - .5 Assessments for Reconstruction and Repair.
 - (a) Common Elements. Assessments shall be made against all unit owners in amounts sufficient to provide funds for the payment of the cost of reconstruction and repair of common elements. Such assessments shall be in proportion to each unit owner's share in the common elements.
 - (b) Units. Assessments shall be made against the unit owners who own the damaged units in sufficient amounts to provide for the payment of such costs of reconstruction and repair. Such assessments against owners for damage to units shall be in proportion to the cost of reconstruction and repair of their respective units.
 - .6 Construction Funds. The funds for the payment of costs for reconstruction and repair after casualty, which shall consist of the proceeds of insurance held by the Insurance Trustee and funds collected by the Association from assessments against unit owners shall be disbursed in payment of such costs in the following manner:
 - (a) By Whom Held. If the total of assessments made by the Association in order to provide funds for the payment of reconstruction and repair which is the responsibility of the Association is more than \$10,000.00, then the sums paid upon such assessments shall be deposited by the Association with the Insurance Trustee. In all other cases the Association shall hold the sums paid upon such assessments and shall disburse the same in payment of the costs of reconstruction and repair.
 - (b) Insurance Trustee. The proceeds of insurance collected on account of a casualty and the sums deposited with the Insurance Trustee by the Association from collection of assessments against unit owners on account of such casualty shall constitute a construction fund which shall be disbursed in payment of the costs of reconstruction and repair in the following manner:
 - (1) Unit Owner. The portion of insurance proceeds representing damage for which the

responsibility of reconstruction and repair lies with an unit owner, shall be paid by the Insurance Trustee to the unit owner or if there is a mortgagee endorsement as to such unit, then to the unit owner and the mortgagee jointly, who may use such proceeds as they may be advised.

- (2) Association - Lesser Damage. If the amount of the estimated cost of reconstruction and repair which is the responsibility of the Association is less than \$10,000.00, then the construction fund shall be disbursed in payment of such costs upon the order of the Association.
- (3) Association - Major Damage. If the amount of the estimated costs of reconstruction and repair which is the responsibility of the Association is more than \$10,000.00, then the construction fund shall be disbursed in payment of such costs in the manner required by the board of directors of the Association and upon approval of an architect qualified to practice in Florida and employed by the Association to supervise the work.
- (4) Certificate. Notwithstanding the provisions herein, the Insurance Trustee shall not be required to determine whether or not sums paid by unit owners upon assessments shall be deposited by the Association with the Insurance Trustee, nor to determine whether the disbursements from the construction fund are to be upon the order of the Association or upon approval of an architect or otherwise, nor whether a disbursement is to be made from the construction fund, nor to determine whether surplus funds to be distributed are less than the assessments paid by owners, nor to determine any other fact or matter relating to its duties hereunder. Instead, the Insurance Trustee may rely upon a certificate of the Association made by its president and secretary or the Association's managing agent as to any or all of such matters and stating that the sums to be paid are due and properly payable and stating the name of the payee and the amount to be paid; provided that when a mortgagee is herein required to be named as payee, the Insurance Trustee shall also name the mortgagee as payee; and further provided that when the Association, or a mortgagee which is the beneficiary of an insurance policy the proceeds of which are included in the construction fund, so required, the approval of an architect named by the Association shall be first obtained by the Association.

10. Restrictions. The use of the condominium property shall be in accordance with the following provisions:

- .1 Residential Use. The lands of the condominium and all improvements constructed thereon shall be for

- residential use only and no portion of such lands or improvements shall be used for business or commercial purposes. No structures shall be constructed upon the lands other than condominium building or other structures intended for residential use and appurtenances thereto. Each unit or other residential living unit shall be occupied only by a single family, its servants and guests, as a residence, and for no other purpose whatever. Except as reserved to the Developer, no unit may be divided or subdivided into a small unit or any portion thereof sold or otherwise transferred without first amending this Declaration in accordance with the provisions of 10 and 14 to show the changes in the unit or residential living unit to be affected thereby.
- .2 Pets. One small cat or dog may be kept by the unit owner and is to be carried by such owner from his unit to the outside. No other or additional animals, fish, reptiles, amphibians or other pets of any nature and description shall be raised, bred, or kept in any unit or the common elements, except as may from time to time be authorized by the Board of Directors.
- .3 Nuisances. No nuisances shall be allowed upon the condominium property nor any use or practice which is the source of nuisances to residents or which interfere with the peaceful possession and proper use of the property by its residents. All parts of the condominium property shall be kept in a clean and sanitary condition and no rubbish, refuse, nor garbage allowed to accumulate nor any fire hazard allowed to exist. No unit owner shall permit any use of his unit or make any use of the common elements or limited common elements which will increase the rate of insurance upon any part of the condominium property.
- .4 Lawful Use. No immoral, improper, offensive or unlawful use shall be made of the condominium property or any part thereof, and all valid laws, zoning ordinances and regulations of all government bodies having jurisdiction thereof shall be observed. The responsibility of meeting the requirements of government bodies having jurisdiction thereof shall be observed.
- .5 Signs. No "For Sale" or "For Rent" signs or other displays or advertising shall be maintained or permitted in any part of the common elements or units. The right is reserved to the Developer to place "For Sale" or "For Rent" signs in connection with any unsold or unoccupied units it may from time to time own. The same right is reserved to any institutional first mortgagee or owner or holder of a mortgage originally given to an institutional first mortgagee which may become the owner of an unit and to the Association as to any unit which it may own.
- .6 Exterior Appearance. No clothes, sheets, blankets, laundry of any kind, or other articles shall be hung out or exposed from any unit or common element. The common elements shall be kept free and clear of rubbish, debris and other unsightly material. There shall be no keeping by unit owners of any chairs, tables, benches or other articles upon any common

element. Nothing shall be hung or displayed on the outside walls of a condominium building and no awning, canopy, shade, window guard, ventilator, fan, air-conditioning device, radio or television antenna may be affixed to or placed upon the exterior walls or roof or any part thereof without the prior consent of the Association. All permanent exterior doors (as distinguished from the screen doors) from units to the common elements shall be kept completely closed except when in use for ingress or egress.

.7 Leasing. After approval of the Association elsewhere required, the entire unit may be rented provided the occupancy is only by one lessee and members of his immediate family, of responsible age, his servants and guests and the term of the lease is not less than three months. No rooms may be rented and no transient tenants may be accommodated. No lease of a unit shall release or discharge the owner thereof of compliance with this Section 10 or any of his other duties as a unit owner.

.8 Regulations. Reasonable regulations concerning the use of the condominium property may be made and amended from time to time by the Board of Directors of the Association. The initial regulations which shall be deemed effective until amended are annexed to the By-Laws.

.9 Proviso. Provided, however, that until the Developer has completed and sold all of the units of the condominium, neither the unit owners nor the Association nor their use of the condominium shall interfere with the completion of the contemplated improvements and the sale of the units. The Developer may make such use of the unsold units and the common elements as may facilitate such completion and sale, including but not limited to the maintenance of a sales office for the showing of the property and the display of signs.

11. Maintenance of Community Interests. In order to maintain a community of congenial residents and thus protect the value of the units and in order to assure the financial ability of each unit owner to pay assessments made against him, the transfer of units by any owner other than the Developer shall be subject to the following provisions so long as the condominium exists, which provisions each owner covenants to observe.

.1 Sale. Any condominium unit owner intending to make a bona fide sale of his condominium unit or any interest therein shall submit the name and address of the intended purchaser(s) and a copy of the sales contract to the Association together with such additional information as the Association may reasonably require. Within ten (10) days from receipt of this information, the Association may either approve the proposed sale, or, at its exclusive option, provide an alternative purchaser who will purchase the condominium unit or interest therein under the same terms and conditions as those governing the contract concluded by the condominium unit owner. If the condominium unit owner proposing to make the sale has had no reply from the Association within ten (10) days from the Association's receipt of the application, the application shall automatically be deemed

approved.

- .2 Lease, Rental and Gift. No disposition of any unit shall be made by lease, rental or gift until ten (10) days from receipt by the Association of the names and addresses of the prospective tenants and beneficiaries, and such other information as the Association may reasonably require. Within said ten (10) day period, the Association may approve or disapprove the proposed disposition provided approval is not unreasonably withheld. If the unit owner does not receive an answer to this application from the Association within the aforesaid ten (10) day period, approval of the proposed disposition shall be presumed.
- .3 Mortgage. No unit owner may mortgage his unit nor any interest therein without the approval of the Association except to a bank, life insurance company, or a federal savings and loan association. The approval of any other mortgagees may be upon conditions determined by the Association or may be arbitrarily withheld.
- .4 Exceptions. The foregoing provisions of this section entitled "Maintenance of Community Interests" shall not apply to a transfer to or purchase by a bank, life insurance company or savings and loan association which acquired 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 his successor in title or through foreclosure proceedings; nor shall such provisions apply to a transfer, sale or lease by a bank, life insurance company or savings and loan association which so acquires its title; nor shall such provisions apply to a transfer to or a purchase by the Developer; nor shall such provisions require the approval of a purchaser who acquires the title to a unit at a duly advertised 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.
- .5 Separation of Interests. A sale of a unit shall include all of its appurtenances and appurtenances may not be sold separate from a unit. A lease of a unit shall include the parking space. A lease of a unit need not include the rights appurtenant to it to use the community facilities, provided, that such rights not so leased must be specifically retained by the lessor and may not be separately leased or assigned.
- .6 Unauthorized Transactions. Any sale, mortgage or lease which is not authorized pursuant to the terms of this Declaration shall be void unless subsequently approved by the Association.
- .7 Notice of Lien or Suit.
 - (a) Notice of Lien. A unit owner shall give notice, in writing, to the Association of every lien

upon his unit other than for permitted mortgages, taxes and special assessments within five days after the attaching of the lien.

(b) Notice of Suit. A unit owner shall give notice, in writing, to the Association of every suit or other proceeding which may affect the title to his unit, such notice to be given within five days after the unit owner received knowledge thereof.

(c) Failure to Comply. Failure to comply with this subsection concerning liens will not affect the validity of any judicial sale.

12. Purchase of Units by Association. The Association shall have the power to purchase units, subject to the following provisions:

.1 Decision. The decision of the Association to purchase a unit shall be made by its directors, without approval of its membership except as elsewhere provided in this section.

.2 Limitation. If at any one time the Association be the owner or agreed purchaser of three or more units, it may not purchase any additional units without the prior written approval of 75 percent of members eligible to vote thereon. A member whose unit is the subject matter of the proposed purchase shall be ineligible to vote thereon. Provided, however, that the foregoing limitation shall not apply to units to be purchased at public sale resulting from a foreclosure of the Association's lien for delinquent assessments where the bid of the Association does not exceed the amount found due the Association, or to be acquired by the Association in lieu of foreclosure of such lien if the consideration therefor does not exceed the cancellation of such lien.

.3 Rights of Developer. Notwithstanding anything herein to the contrary, until the completion and sale of all units, in each case where the Association shall have the right to purchase a unit or find a purchaser by reason of its refusal to approve a sale or other transfer, the Developer shall have the right of first refusal to purchase such unit for itself upon the same terms and conditions available to the Association.

13. Compliance and Default. Each unit owner shall be governed by and shall comply with the terms of this Declaration, the By-Laws and the rules and regulations adopted pursuant thereto, the management agreement, and said documents and rules and regulations as they may be amended from time to time. Failure of the unit owner to comply therewith shall entitle the Association or other unit owners to the following relief in addition to other remedies provided in this Declaration and the Condominium Act.

- .1 Enforcement. The Association and manager are hereby empowered to enforce this Declaration and the By-Laws and rules and regulations of the Association by entry to any unit at any reasonable time to make inspection, correction or compliance.
 - .2 Negligence. 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 lessees, or his or their guests, invitees, employees, or agents, 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 appurtenances, or of the common elements or of the limited common elements.
 - .3 Costs and Attorney's Fees. In any proceeding arising because of an alleged failure of a unit owner to comply with the terms of the Declaration, By-Laws, and rules and regulations adopted pursuant thereto, the management agreement, and said documents and rules and regulations as they may be amended from time to time, the prevailing party shall be entitled to recover the costs of the proceeding and such reasonable attorneys' fees as may be awarded by the Court.
 - .4 No Waiver of Rights. The failure of the Developer or the Association or any unit owner to enforce any covenant, restriction or other provisions of the Condominium Act, this Declaration, the By-Laws, or the rules and regulations adopted pursuant thereto, shall not constitute a waiver of the right to do so thereafter.
14. Amendments. Subject to the other provisions of the Declaration relative to amendment, this Declaration and the Articles of Incorporation and By-Laws of the Association may be amended in the following manner:
- .1 Notice. Notice of the subject matter of a proposed amendment shall be included in the notice of any meeting at which a proposed amendment is considered.
 - .2 Resolution. An amendment may be proposed by either the Board of Directors or by 75 percent of the members of the Association. A resolution adopting a proposed amendment must bear the approval of not less than 80 percent of the votes of the entire membership of the Association. Directors and members not present at the meeting considering the amendment may express their approval, in writing, given before such meeting.

- .3 Agreement. In the alternative, an amendment may be made by an agreement signed and acknowledged by all of the record owners of units in the condominium in the manner required for the execution of a deed, and such amendment shall be effective when recorded in the public records of Pinellas County, Florida.
 - .4 Proviso. Provided, however, that no amendment shall discriminate against any unit owner nor against any unit or class or group of unit owners or units unless the unit owners so affected and such of their first mortgagees which are banks, savings and loan associations, and insurance companies shall consent; and no amendment shall change any unit nor the share in the common elements, and other of its appurtenances nor increase the owner's share of the common expenses unless the owner of the unit concerned and all of such mortgagees as first above recited shall join in the execution of the amendment. Neither shall an amendment of this Declaration make any change in Sections 8 or 9 unless the record owners of all mortgages upon units in the condominium shall join in the execution of the amendment, nor shall an amendment of this Declaration make any changes in Sections 2.4, 2.5, 2.6, 2.7, 3.3, 7.1, or any other provisions of this Declaration or related provisions of the By-Laws; nor shall any amendment of this Declaration make any changes which would impair any of the rights, privileges, powers, and options of the Developer unless the Developer shall join in the execution of such amendment.
 - .5 Execution and Recording. A copy of each amendment shall be attached to a certificate certifying that the amendment was duly adopted, which certificate shall be executed by the officers of the Association with formalities of a deed. The amendment shall be effective when such certificates and copy of the amendment are recorded in the public records of Pinellas County, Florida.
15. Termination. The Condominium may be terminated in the following manner, in addition to the manner provided by the Condominium Act:
- (a) Destruction. In the event it is determined in the manner elsewhere provided that the condominium property shall not be reconstructed because of major damage, the condominium plan of ownership will be thereby terminated without agreement.
 - (b) Agreement. The Condominium may be terminated by the

approval in writing of all the owners of the units therein, and by all record owners and holders of mortgages thereon. If the proposed termination is submitted to a meeting of the Members of the Association, and if the approval of the owners of not less than 75 percent of the common elements, and of the record owners of all mortgages upon the units are obtained in writing not later than 30 days from the date of such meeting, then the approving owners shall have an option to buy all the units of the other owners for the period ending on the 60th day from the date of such meeting. Such approvals shall be irrevocable until the expiration of the option and if the option is exercised, the approvals shall be irrevocable. Such option shall be upon the following terms:

- (1) Exercise of Option. The option shall be exercised by delivery or mailing by certified mail to each of the record owners of the units to be purchased, of an agreement to purchase signed by the record owners of units who will participate in the purchase. Such agreement shall indicate which units will be purchased by each participating owner and shall agree to purchase all the units owned by owners not approving the termination, but the agreement shall be effected by a separate contract between each seller and his purchaser.
- (2) The sale price for each unit shall be the fair market value determined by agreement between the seller and purchaser within 30 days from the delivery or mailing of such agreement, and in the absence of agreement as to price it shall be determined by arbitration in accordance with the then existing rules of the American Arbitration Association, except that the Arbitrators shall be two 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.
- (3) Payment. The purchase price shall be paid in cash.
- (4) Closing. The sale shall be closed within 10 days following the determination of the sale price.
- (c) Certificate. The termination of the Condominium in either of the foregoing manners shall be evidenced by a Certificate of the Association executed by the president or vice president and secretary or assistant secretary certifying as to facts effecting the termination, which Certificate shall become effective upon being recorded in the Public Records of Pinellas County, Florida.
- (d) Shares of Owners after Termination. After termination of the Condominium the unit owners shall own the condominium property and all assets of the Association as tenants in common in undivided shares,

and their respective mortgagees shall hold such rights and interests upon the respective shares of the unit owners. Such undivided shares of the unit owners shall be the same as the undivided shares in the common elements appurtenant to the owners' units prior to the termination.

(e) Amendment. This section concerning termination cannot be amended without consent of all unit owners and all record owners and holders of mortgages upon units.

16. Severability. The invalidity in whole or in part of any covenant or restriction, or any section, subsection, sentence, clause, phrase or word, or other provisions of this Declaration of Condominium and the Articles of Incorporation, By-Laws and regulations of the Association shall not affect the validity of the remaining portions thereof.

17. Other Amendments, Changes and Alterations by Developer. Anything to the contrary hereinabove contained, notwithstanding, Developer reserves for and unto it, its successors and assigns, the right to make such changes and amendments to this Declaration of Condominium, including all of its exhibits, and to make such changes and/or alterations in the building plans attached hereto as exhibit "B" as it may desire or determine expedient, at any time prior to the actual recording of this Declaration of Condominium and its exhibits in the public records of Pinellas County, Florida. Such rights, except for those elsewhere enumerated or provided for, shall cease and terminate as of the date of said recording.

IN WITNESS WHEREOF, the Developer has executed this Declaration this 5th day of April, 1974.

BEACH HOUSE DEVELOPMENT CORPORATION

By: [Signature]
President

(Corporate Seal)

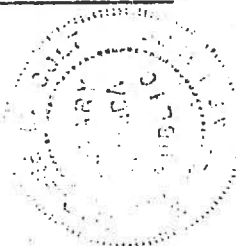
Attest:

[Signature]
Secretary

STATE OF FLORIDA)
COUNTY OF PINELLAS)

Before me, the undersigned authority, personally appeared ROBERT C. HANMORE and ANGEL GONZALEZ to me known and known by me to be the president and secretary, respectively, of BEACH HOUSE DEVELOPMENT CORPORATION, and they acknowledged before me that they executed the above and foregoing instrument as such officers and affixed thereto the official seal of said corporation, and that said instrument is the act and deed of said corporation.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal at St. Petersburg, Florida, this 5th day of April, 1974.



[Signature]
Notary Public

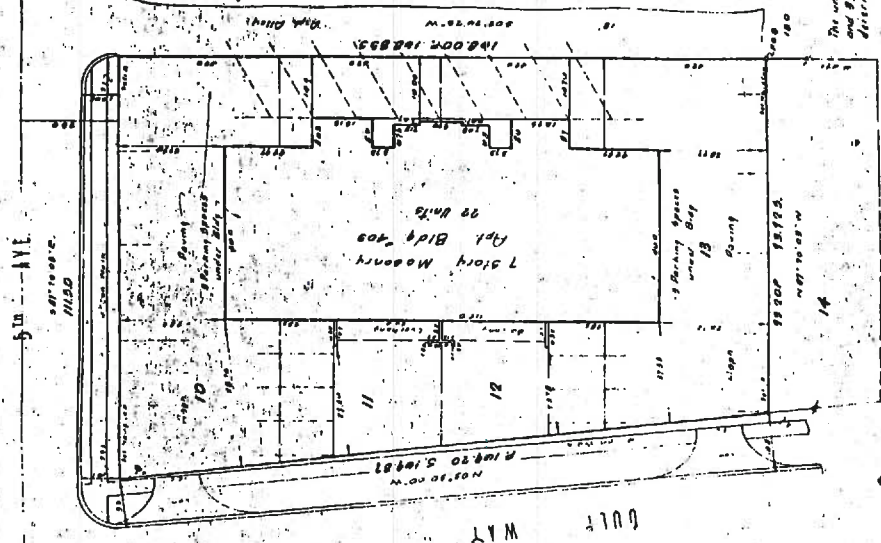
My Commission Expires:

Notary Public, State of Florida at Large
My Commission Expires Feb. 23, 1976
Bonded By American Fire & Marine Co.

EXHIBIT "A"

THE BEACH HOUSE OF PASS-A-GRILLE, A CONDOMINIUM

Being a replat of Lots 10, 11, 12 and 13, Block 8, Morey Beach, as recorded in Plat Book 1, Page 102, Public Records of Hillsborough County, Florida, of which Pinellas County was formerly a part, more particularly described as follows: Commencing at the Northeast corner of Lot 14, Block 8, MOREY BEACH, run North $87^{\circ} 20' 03''$ West, 93.92 feet; thence North $03^{\circ} 30' 00''$ West, 169.87 feet; thence South $87^{\circ} 20' 03''$ East, 111.50 feet; thence South $02^{\circ} 26' 25''$ West, 168.85 feet to the Point of Beginning.



Being a reprint of Lots 10, 11, 19 and 18, Block 8, Menard Beach, as recorded in Plat Book 1, page 109, and the records of Hillsborough County, Florida of which Pinellas County was formerly a part, more particularly described as follows. Commencing at the Northeast Corner of Lot 14, Block 8, Menard Beach, run North 87°29'29" West, 182 feet; thence South 08°35'00" West, 102.27 feet; thence South 87°29'29" East, 113.02 feet, thence South

known will men by these presents, Mel I. Rosenberg, President of Benson-House Development Corporation, a Florida Corporation, 4800 17th Avenue North, St. Petersburg, Florida, as owner of the land, and Benson-House Development Corporation, a Florida Corporation, as owner of the land, have caused the land embraced in the plot to be surveyed, laid out, and platted as The Benson-House or Pass-A-Ridge, a condominium, and that any right-of-way for ingress and egress as described herein, shall be for the common use of the condominium and its condominium owners.

[illegible]

The undersigned mortgagee consents to the use of all streets, easements, and public places
SECURITY FEDERAL SAVINGS AND LOAN
ASSOCIATION OF ST. PETERSBURG
FLORIDA.

[illegible]

The undersigned hereby certifies that the descriptions and plans of the Condominium Property set forth in Sheets 1, 2 and 3 of these drawings are correct representation of the improvements described and that there can be no other dimensions, the common elements and area of each unit.

Cal B
Registered Land Surveyor #1848
Licensed Engineer #1912
State of Florida

Prepared By
JOHN C. BRENDLA & ASSOCIATES
CONSULTING ENGINEERS AND SURVEYORS
1501 TOWN STREET SOUTH - ST. PETERSBURG, FLA.

The Beach House of Paul A. Grille

A CONDOMINIUM

Note:
 31 - Storage
 32 - Elevator Shaft
 33 - Elevator
 34 - Electrical
 35 - Gallery



THIRD FLOOR



SECOND FLOOR

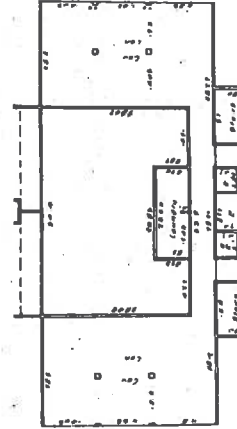
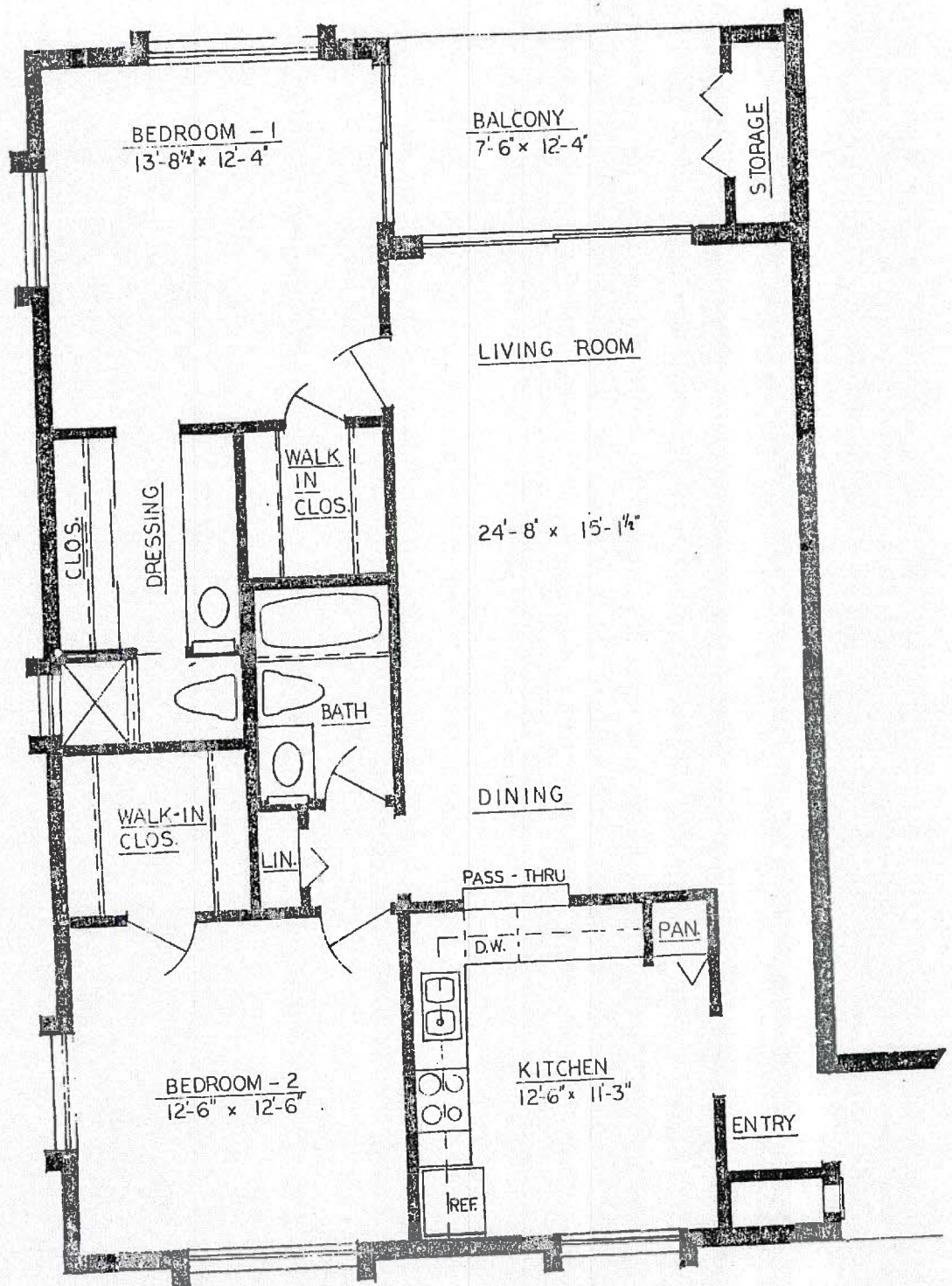


EXHIBIT "C"THE BEACH HOUSE OF PASS-A-GRILLE, A CONDOMINIUM

<u>UNIT NUMBER</u>	<u>SHARE OF COMMON EXPENSES AND COMMON SURPLUS</u>
201	4.675
202	4.390
203	4.390
204	4.675
301	4.675
302	4.390
303	4.390
304	4.675
401	4.675
402	4.390
403	4.390
404	4.675
501	4.675
502	4.390
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603	4.390
604	4.675
701	4.675
704	4.675

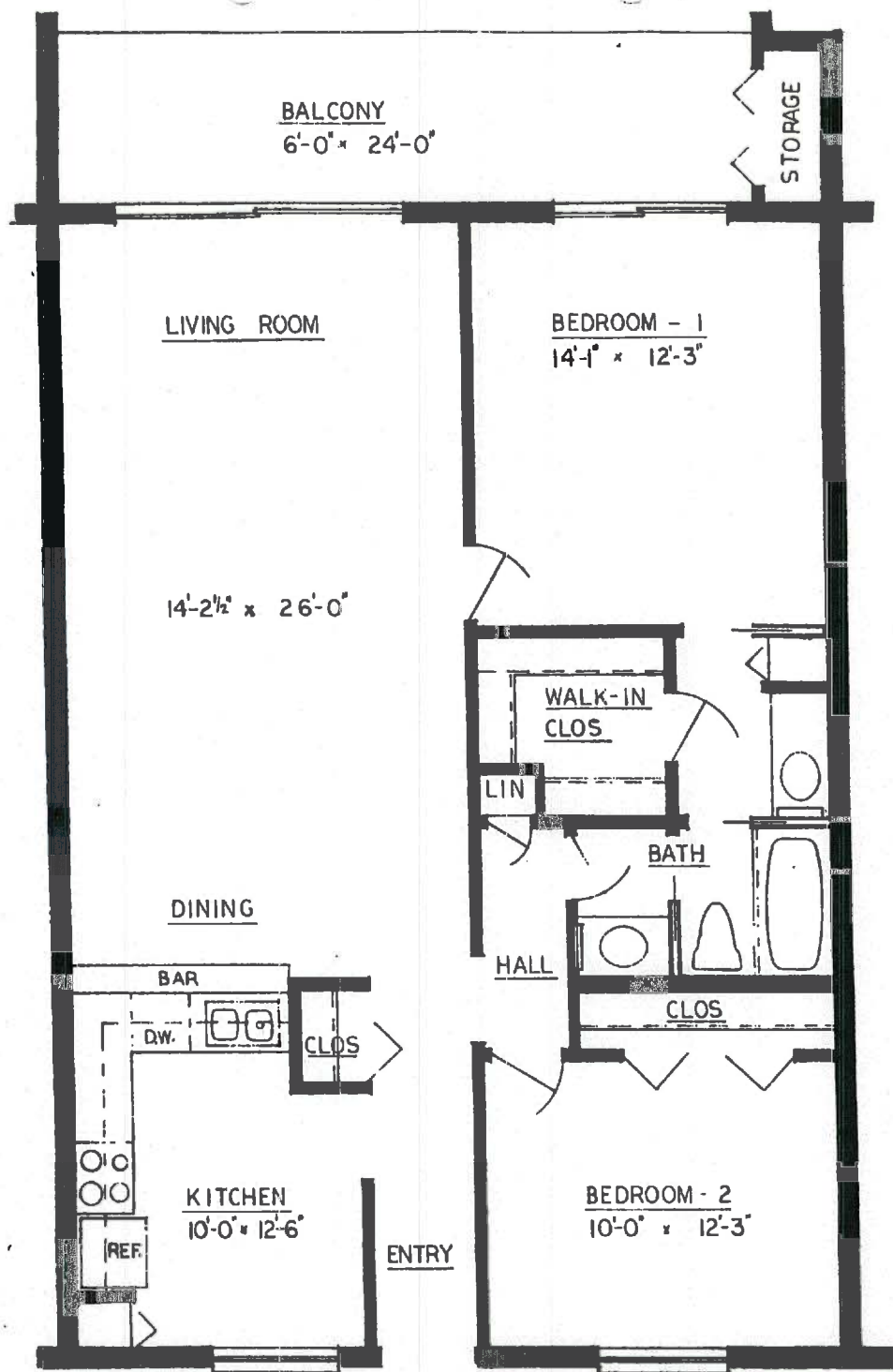
*Amended 10/23/82
Filed
eff. 1/1/82*

TOTAL . . . 100.0000



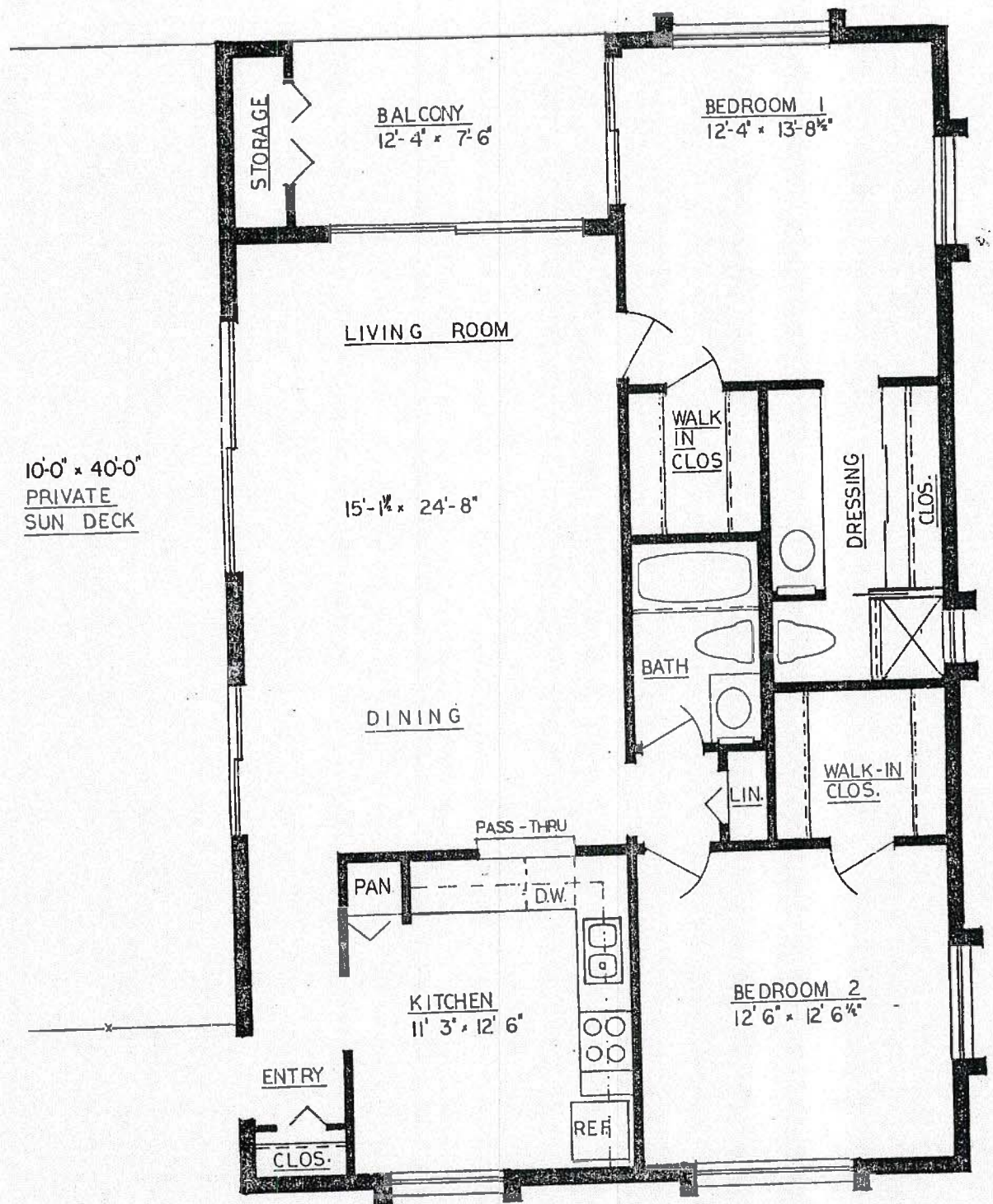
TYPE "A"

All dimensions are approximate.



TYPE "B"

All dimensions are approximate.



TYPE "C"

All dimensions are approximate.

STATE OF FLORIDA

DEPARTMENT OF STATE



I, RICHARD (DICK) STONE, Secretary of State of the State of Florida, do hereby
certify that the following is a true and correct copy of

CERTIFICATE OF INCORPORATION

OF

THE BEACH HOUSE OF PASS-A-GRILLE CONDOMINIUM ASSOCIATION, INC.

a corporation not for profit organized and existing under the Laws of the State of
Florida, filed on the 29th day of March, A.D., 1974,
as shown by the records of this office.



GIVEN under my hand and the Great
Seal of the State of Florida, at
Tallahassee, the Capital, this the
1st day of April,
A.D., 1974.

Richard (Dick) Stone
SECRETARY OF STATE