

PREPARED BY AND RETURN TO:  
Cianfrone, Nikoloff, Grant & Greenberg, P.A.  
1964 Bayshore Blvd., Suite A  
Dunedin, FL 34698

KEN BURKE, CLERK OF COURT  
AND COMPTROLLER PINELLAS COUNTY, FL  
INST# 2017092034 03/24/2017 at 10:27 AM  
OFF REC BK: 19565 PG: 674-675  
DocType: CONDO RECORDING: \$18.50

**CERTIFICATE OF AMENDMENT  
TO  
DECLARATION OF CONDOMINIUM  
OF  
LOCH LOMOND ESTATES, A CONDOMINIUM**

NOTICE IS HEREBY GIVEN that at a duly called meeting of the members on December 29, 2016, by a vote of not less than seventy-five (75%) of the unit owners present and voting, the Declaration of Condominium of Loch Lomond Estates, originally recorded in O.R. Book 5821, Page 1204, et seq., is hereby amended as follows:

The Declaration of Condominium of Loch Lomond Estates is hereby amended and entitled "Schedule of Amendments to Declaration of Condominium of Loch Lomond Estates."

IN WITNESS WHEREOF, LOCH LOMOND ESTATES, INC. has caused this Certificate of Amendment to be executed in accordance with the authority hereinabove expressed this 14<sup>th</sup> day of March, 2017.

(Corporate Seal)

LOCH LOMOND ESTATES, INC.

ATTEST:

Kathryn Layman  
Secretary/Treasurer  
Printed Name

By:

Lois Cider  
LOIS CIDER, President  
Printed Name

STATE OF FLORIDA  
COUNTY OF PINELLAS

On this 14<sup>th</sup> day of March, 2017, personally appeared before me LOIS CIDER, as President, and KATHRYN LAYMAN, as Secretary, of Loch Lomond Estates, Inc., and acknowledged the execution of this instrument for the purposes herein expressed.

My Commission Expires:

Colleen Groth  
NOTARY PUBLIC



COLLEEN GROTH  
MY COMMISSION # GG 012297  
EXPIRES: July 22, 2020  
Bonded Thru Budget Notary Services

**CONDOMINIUM PLATS PERTAINING HERETO ARE RECORDED IN  
CONDOMINIUM PLAT BOOK 78, PAGE 99-101.**

SCHEDULE OF AMENDMENTS  
TO  
DECLARATION OF CONDOMINIUM  
OF  
LOCH LOMOND ESTATES

ADDITIONS INDICATED BY UNDERLINE  
DELETIONS INDICATED BY ~~STRIKE THROUGH~~  
OMISSIONS INDICATED BY ELLIPSIS...

1. Article XVII, Restrictions, Section 17, of the Declaration, shall be deleted in its entirety and amended to read as follows:

Section 17. No animals, livestock or poultry shall be raised, bred or kept anywhere within the Property or for commercial purposes, except that unit owners shall be permitted to maintain as pets a maximum of two (2) indoor cats, each weighing less than 15 pounds. No lessees shall be allowed to maintain any animals within their unit or on Condominium Property. Unit owners are responsible for ensuring that any animal waste is picked up and disposed of promptly. Unit owners shall keep their pets properly vaccinated, including but not limited to regularly scheduled rabies vaccinations. In the event any animal is deemed to be a nuisance in the sole discretion of the Board of Directors, and the nuisance has not been abated after notice to the owner, the Board of Directors may demand removal of the animal. If the animal demonstrates dangerous or aggressive behavior and this is the nuisance, the Board of Directors may demand removal without any advance notice to the owner. All animals being maintained in the Condominium at the time of recording of this amendment must be registered with the Association, same shall be grandfathered until such time as the current animal passes, at which time the unit owner is obligated to abide by this amendment for any additional pets later obtained.

KEN BURKE, CLERK OF COURT  
AND COMPTROLLER PINELLAS COUNTY, FL  
INST# 2012329806 11/13/2012 at 01:11 PM  
OFF REC BK: 17782 PG: 76-78  
DocType: CONDO RECORDING: \$18.50

Prepared by and return to:  
Bennett L. Rabin, Esq.  
Rabin Parker, P.A.  
28163 U.S. 19 North, Suite 207  
Clearwater, Florida 33761

**CERTIFICATE OF AMENDMENT TO THE DECLARATION OF CONDOMINIUM OF  
LOCH LOMOND ESTATES, A CONDOMINIUM  
PINELLAS COUNTY, FLORIDA**

This is to certify that at a duly called meeting of the members of Loch Lomond Estates, Inc., (the "Association") held on Thursday, October 25, 2012, in accordance with the requirements of the applicable Florida Statutes and the governing documents, the Amendment to the Declaration of Condominium, attached hereto as Exhibit "A", was duly adopted by the membership. The Declaration of Condominium of Loch Lomond Estates, a Condominium, was originally recorded in Official Records Book 5821, Page 1204, et seq., Public Records of Pinellas County, Florida.

IN WITNESS WHEREOF, the Association has caused this instrument to be signed by its duly authorized officer on this 31 day of October, 2012.

[Signature]  
Signature of Witness #1  
GARY E MOORE  
Printed Name of Witness #1

[Signature]  
Signature of Witness #2  
Carrie A. Volino  
Printed Name of Witness #2

LOCH LOMOND ESTATES, INC.  
By: [Signature]  
Signature  
President  
Printed Name and Title

STATE OF FLORIDA )  
COUNTY OF PINELLAS )

The foregoing instrument was acknowledged before me this 31 day of October, 2012, by Susan Fulmer as President of LOCH LOMOND ESTATES, INC., on behalf of the corporation, who acknowledged that he/she executed this document on behalf of the corporation. He/She is personally known to me or has produced FL Drivers License as identification.



[Signature]  
Notary Public  
Amanda Fisher  
Printed Name

**ADOPTED AMENDMENT TO THE  
DECLARATION OF CONDOMINIUM OF  
LOCH LOMOND ESTATES, A CONDOMINIUM**

The following is an adopted amendment to the Declaration of Condominium of Loch Lomond Estates, a Condominium, originally recorded at Official Records Book 5821, Page 1204, et seq., all within the Public Records of Pinellas County, Florida, and as subsequently amended.

(New Wording Underlined; Deleted Wording Stricken Through, \*\*\* indicates omitted text)

Item No. 1: Article XVIII of the Declaration of Condominium is hereby amended to add a new Section to read as follows:

XVIII

Sale and Leasing of Condominium Parcels

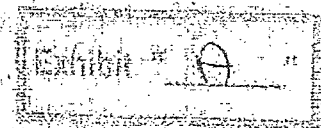
\*\*\*

Section 4. Limitation on Leasing.

(a) No unit may be leased or rented by a new owner who acquires title to any unit in the Condominium after the effective date of this amendment during the first year (365 days) following transfer of title to a unit, provided that the Board of Directors may approve exceptions to this restriction in cases where the unit owners are unable to occupy their unit based upon a condition which occurs after the time that they purchased their unit and during the first year of ownership. Examples of potential hardship exceptions include job transfers, accidents, or medical situations which prevent the owner from occupying the unit, or other similar hardship situations. If the owner violates this restriction, in addition to the Association's entitlement to injunctive relief requiring removal of the tenant and for damages as a result of the violation, any period of time during which the unit is leased in violation of this restriction will be added to the one-year time period which begins when title to the unit is acquired.

(b) If a unit is currently leased at the time of any sale which takes place after the adoption of this amendment, such lease is not to be renewed by the new owner, and the tenant(s) are to be notified in writing of such non-renewal, with a copy provided to the Association. Additionally, the period of time for which the unit is leased following the acquisition of title by the new owner will not be counted toward the one-year waiting period for new leases. Therefore, the one-year waiting period during which a unit is not to be leased by a new owner will not begin until the end of any lease that is in effect at the time that such new owner takes title to the unit.

END OF ADOPTED AMENDMENT.



PREPARED BY AND RETURN TO:  
JOSEPH R. CIANFRONE, P.A.  
1964 BAYSHORE BOULEVARD  
DUNEDIN, FLORIDA 34698

KARLEEN F. DE BLAKER, CLERK OF COURT  
PINELLAS COUNTY FLORIDA  
INST# 2004436948 11/05/2004 at 04:14 PM  
OFF REC BK: 13930 PG: 1864-1867  
DocType: CONDO RECORDING: \$35.50

**CORRECTIVE**  
**CERTIFICATE OF AMENDMENT**  
**TO**  
**DECLARATION OF CONDOMINIUM**  
**OF**  
**LOCH LOMOND ESTATES, A CONDOMINIUM**

THIS CERTIFICATE OF AMENDMENT and the attached amendment shall correct and revise the amendment previously recorded in the Public Records at O.R. Book 13834, Page 40-44 of the Public Records on September 17, 2004.

NOTICE IS HEREBY GIVEN that at a duly called meeting of the members on August 21, 2004, by the affirmative vote of not less than 75% of the unit owners present and voting, the Declaration of Condominium of Loch Lomond Estates, A Condominium, as originally recorded in O.R. Book 5821, Page 1204, et seq., as amended, in the Public Records of Pinellas County, Florida, be, and the same is hereby amended as follows:

The Declaration of Condominium of Loch Lomond Estates, A Condominium is hereby amended in accordance with Exhibit "A" attached hereto and entitled "Schedule of Amendments to the Declaration of Condominium of Loch Lomond Estates, A Condominium."

IN WITNESS WHEREOF, LOCH LOMOND ESTATES, INC., has caused this Certificate of Amendment to be executed in accordance with the authority hereinabove expressed this 19<sup>th</sup> day of October, 2004.

(Corporate Seal)

LOCH LOMOND ESTATES, INC.

By:

Frank W. Pugni, President  
Frank Pugni, President

ATTEST:

Jay Jeffries  
Jay Jeffries, Secretary

CONDOMINIUM PLATS PERTAINING HERETO ARE FILED IN  
CONDOMINIUM PLAT BK 78 P. 99-101.

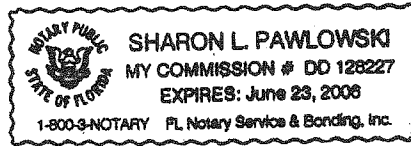
STATE OF FLORIDA  
COUNTY OF PINELLAS

On this 18<sup>th</sup> day of October, 2004, personally appeared before me Frank Pugni, President, and Jay Jeffries, Secretary of LOCH LOMOND ESTATES, INC., and acknowledged the execution of this instrument for the purposes herein expressed.

Sharon L. Pawlowski

NOTARY PUBLIC

My Commission Expires:



SCHEDULE OF AMENDMENTS  
TO THE  
DECLARATION OF CONDOMINIUM  
OF  
LOCH LOMOND ESTATES, A CONDOMINIUM

ADDITIONS INDICATED BY UNDERLINE  
DELETIONS INDICATED BY ~~STRIKE THROUGH~~  
OMISSIONS INDICATED BY ELLIPSIS....

Article XVIII, Sale and Leasing of Condominium Parcels, of the Declaration is revised by adding an entirely new Section 3, Restrictions on Leasing, to read as follows:

XVIII.

Sale and Leasing of Condominium Parcels

Section 1. Sales. A unit owner may sell, convey or transfer a unit only with the approval of the Association to ensure that the new purchaser is aware of all rules and regulations and they have received a copy of the Declaration of this Association which is on file with Pinellas County.

Section 2. Leasing. Units may be rented provided the occupancy is only by the Lessee, his family and guests. No rooms may be rented, nor shall any lease of any unit release or discharge the owner thereof from compliance with any of his obligations and duties as a unit owner.

The Association shall be advised of the starting and terminating dates of any Lease Agreement and that the Lessee(s) have been aware of the Restrictions of the Association. The terms of any lease shall not exceed one (1) year, unless such lease is approved by the Board of Directors of the Association.

All of the provisions of this Declaration, and Bylaws, and the Rules and Regulations of the Association pertaining to use and occupancy shall be applicable and enforceable against any person occupying a unit as a tenant to the same extent as against a unit owner, and a covenant upon the part of each such tenant to abide by the Rules and Regulations of the Association, and the

terms and provisions of the Declaration of Condominium and Bylaws, and designating the Association as the unit owner's agent for the purpose of and with the authority to terminate any such lease agreement in the event of violations by the tenant of such covenant shall be an essential element of any such lease or tenancy agreement, whether oral or written, and whether specifically expressed in such agreement or not.

Section 3. Restrictions on Leasing. In the event of a proposed lease of a unit, the owner shall submit a copy of the lease, and such other information as the Board may reasonably require, for consideration and approval by the Board. The Board may require a personal interview of all prospective lessees. In the event a lessee resides more than 25 miles from the Condominium when the lease application is made, the lessee shall meet with the Board within seven (7) days after occupancy. Submission of all such information shall be at least fourteen (14) days prior to the inception of the lease. Approval of a lease shall be granted within fourteen (14) days of the submission of the fully completed lease and application form and such other additional information as may be required by the Board. In addition to requiring submission of the screening form and other information as set forth above, a fee may be imposed in connection with the approval of the proposed lease of \$50.00, which may be changed from time to time by the Board of Directors. The Board shall have the authority to consider the credit history, arrest history, history of compliance with rules and regulations or occupant violations of restrictions at other multi-family unit communities in considering whether to approve of a lease or rental, in conjunction with any other factors the Board deems to be relevant.

Due to the multi-family nature of the Condominium Community and problems associated with rule enforcement against nonowners, and the desire to maintain the owners' ability to receive mortgages on their units, there shall be a limitation on leasing of units within the Condominium. After the effective date of this provision, not more than twenty percent (20%) of the units (7 condominiums) shall be rented or leased at any one time.

The Association, through the Board of Directors, shall have the authority to promulgate rules regarding implementation of this restriction including waiting lists, determination of rental or lease renewals, or other matters to fairly distribute rentals after adoption of this provision.

No condominium, otherwise eligible to be rented shall be rented or leased more than once in any twelve (12) consecutive month period. The term of all leases or rentals shall be twelve (12) months.



PREPARED BY AND RETURN TO:  
JOSEPH R. CIANFRONE, P.A.  
1964 BAYSHORE BOULEVARD  
DUNEDIN, FLORIDA 34698

KARLEEN F. DE BLAKER, CLERK OF COURT  
PINELLAS COUNTY FLORIDA  
INST# 2004369953 09/17/2004 at 09:42 AM  
OFF REC BK: 13834 PG: 40-44  
DocType:AFF RECORDING: \$44.00

**CERTIFICATE OF AMENDMENT  
TO  
DECLARATION OF CONDOMINIUM  
OF  
LOCH LOMOND ESTATES, A CONDOMINIUM**

**NOTICE IS HEREBY GIVEN** that at a duly called meeting of the members on August 21, 2004, by the affirmative vote of not less than 75% of the unit owners present and voting, the Declaration of Condominium of Loch Lomond Estates, A Condominium, as originally recorded in O.R. Book 5821, Page 1204, et seq., as amended, in the Public Records of Pinellas County, Florida, be, and the same is hereby amended as follows:

The Declaration of Condominium of Loch Lomond Estates, A Condominium is hereby amended in accordance with Exhibit "A" attached hereto and entitled "Schedule of Amendments to the Declaration of Condominium of Loch Lomond Estates, A Condominium."

**IN WITNESS WHEREOF**, LOCH LOMOND ESTATES, INC., has caused this Certificate of Amendment to be executed in accordance with the authority hereinabove expressed this 5 day of SEPT., 2004.

(Corporate Seal)

LOCH LOMOND ESTATES, INC

By: Frank W Pugini Pres.  
Frank Pugini, President

**ATTEST:**

Jay Jeffries  
Jay Jeffries, Secretary

**CONDOMINIUM PLATS PERTAINING HERETO ARE FILED IN  
CONDOMINIUM PLAT BK 78 P. 99-101.**

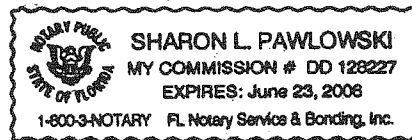
STATE OF FLORIDA  
COUNTY OF PINELLAS

On this 13<sup>th</sup> day of September, 2004, personally appeared before me Frank Pagni, President, and Jay Jeffries, Secretary of LOCH LOMOND ESTATES, INC., and acknowledged the execution of this instrument for the purposes herein expressed.

Sharon L. Pawlowski

NOTARY PUBLIC

My Commission Expires:



SCHEDULE OF AMENDMENTS  
TO THE  
DECLARATION OF CONDOMINIUM  
OF  
LOCH LOMOND ESTATES, A CONDOMINIUM

ADDITIONS INDICATED BY UNDERLINE  
DELETIONS INDICATED BY ~~STRIKE-THROUGH~~  
OMISSIONS INDICATED BY ELLIPSIS....

1. Article IX, Amendments, Section 1, of the Declaration is amended to read as follows:

Section 1. Except as otherwise provided herein, this Declaration may be amended at any regular or special meeting of unit owners called and noticed in accordance with the Bylaws, by an affirmative vote of ~~seventy-five~~ fifty-one per cent of the unit owners present and voting at a meeting duly called for such purpose.

2. Article XVIII, Sale and Leasing of Condominium Parcels, of the Declaration is revised by adding an entirely new Section 3, Restrictions on Leasing, to read as follows:

XVIII.

Sale and Leasing of Condominium Parcels

Section 1. Sales. A unit owner may sell, convey or transfer a unit only with the approval of the Association to ensure that the new purchaser is aware of all rules and regulations and they have received a copy of the Declaration of this Association which is on file with Pinellas County.

Section 2. Leasing. Units may be rented provided the occupancy is only by the Lessee, his family and guests. No rooms may be rented, nor shall any lease of any unit release or discharge the owner thereof from compliance with any of his obligations and duties as a unit owner.

EXHIBIT "A"

The Association shall be advised of the starting and terminating dates of any Lease Agreement and that the Lessee(s) have been aware of the Restrictions of the Association. The terms of any lease shall not exceed one (1) year, unless such lease is approved by the Board of Directors of the Association.

All of the provisions of this Declaration, and Bylaws, and the Rules and Regulations of the Association pertaining to use and occupancy shall be applicable and enforceable against any person occupying a unit as a tenant to the same extent as against a unit owner, and a covenant upon the part of each such tenant to abide by the Rules and Regulations of the Association, and the terms and provisions of the Declaration of Condominium and Bylaws, and designating the Association as the unit owner's agent for the purpose of and with the authority to terminate any such lease agreement in the event of violations by the tenant of such covenant shall be an essential element of any such lease or tenancy agreement, whether oral or written, and whether specifically expressed in such agreement or not.

Section 3. Restrictions on Leasing. In the event of a proposed lease of a unit, the owner shall submit a copy of the lease, and such other information as the Board may reasonably require, for consideration and approval by the Board. The Board may require a personal interview of all prospective lessees. In the event a lessee resides more than 25 miles from the Condominium when the lease application is made, the lessee shall meet with the Board within seven (7) days after occupancy. Submission of all such information shall be at least fourteen (14) days prior to the inception of the lease. Approval of a lease shall be granted within fourteen (14) days of the submission of the fully completed lease and application form and such other additional information as may be required by the Board. In addition to requiring submission of the screening form and other information as set forth above, a fee may be imposed in connection with the approval of the proposed lease of \$50.00, which may be changed from time to time by the Board of Directors. The Board shall have the authority to consider the credit history, arrest history, history of compliance with rules and regulations or occupant violations of restrictions at other multi-family unit communities in considering whether to approve of a lease or rental, in conjunction with any other factors the Board deems to be relevant.

Due to the multi-family nature of the Condominium Community and problems associated with rule enforcement against nonowners, and the desire to maintain the owners' ability to receive mortgages on their units, there shall be a limitation on leasing of units within the

Condominium. After the effective date of this provision, not more than twenty percent (20%) of the units (7 condominiums) shall be rented or leased at any one time.

The Association, through the Board of Directors, shall have the authority to promulgate rules regarding implementation of this restriction including waiting lists, determination of rental or lease renewals, or other matters to fairly distribute rentals after adoption of this provision.

No condominium, otherwise eligible to be rented shall be rented or leased more than once in any twelve (12) consecutive month period. The term of all leases or rentals shall be twelve (12) months.

Prepared By and Return To:

JOHN P. FRAZER  
MR. HUBBARD, BRANDT & TRASK  
1000 1st Street  
Tampa, FL 33602

CERTIFICATE OF AMENDMENT TO  
DECLARATION OF CONDOMINIUM  
OF  
LOCH LOMOND ESTATES CONDOMINIUM

The undersigned officers of Loch Lomond Estates, a Condominium, do hereby make, subscribe, acknowledge and record this Certificate of Amendment, together with Exhibit "A" attached hereto after a unanimous adoption of the Resolution by the Board of Directors approving said amendments, the same were duly adopted at the annual meeting of the Association held on this 4th day of December, 1999, duly noticed as required by the corporate documents and by Florida law. At a meeting, upon motion duly made and seconded, the Association, by an affirmative vote of more than 75% of the unit owners present and voting, as required by the Declaration of Condominium, voted to amend the Declaration of Condominium, as the same was originally recorded in O.R. Book 2851, page 1204, et seq., and as depicted in the Condominium Plat pertaining thereto recorded in Condominium Plat Book 78, page 99-100, inclusive, all in the public records of Pinellas County, Florida, as the same may have further been amended.

2

10:50

Condominium Plats pertaining hereto are recorded in Condominium Plat Book 78, pages 99-101, inclusive, Public Records of Pinellas County, Florida.

IN WITNESS WHEREOF, the President and Secretary have executed this Certificate of Amendment and caused the corporate seal to be affixed this 28th day of January, 2000.

10:50

(C)

Attest:

LOCH LOMOND ESTATES

Judith Wirschint  
Secretary - Judith Wirschint

By: Douglas Fryar  
Douglas Fryar President (SEAL)

STATE OF FLORIDA  
COUNTY OF PINELLAS

The foregoing instrument was acknowledged before me this 28<sup>th</sup> day of January, 2000 by Douglas Fryar and Judith Wirschint, the Secretary and President, respectively, of LOCH LOMOND ESTATES CONDOMINIUM, who is ( ) personally known to me or who has () produced FL Driver's License or \_\_\_\_\_ as identification.

Dorothy Obal  
Notary Public

My Commission Expires:

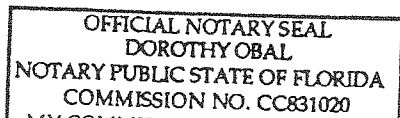


EXHIBIT "A"

Amendment to the Declaration of Condominium  
(As initially recorded in Official Records Book 5821, page 1238  
of the Public Records of Pinellas County)

Article VII Percentage of Ownership of Common Elements, Common Surplus and  
Sharing of Common Expenses

Each Unit shall have an undivided 1/37 ownership interest in the common  
elements and the common surplus and shall be responsible for an  
undivided 1/37 share of the common expenses of this Condominium,  
(except for any interest which is specifically charged to the Unit.)

Article XX Maintenance, Alteration and Improvements

Section 1 - Units. (3) is amended in its entirety to read as follows:

All owners shall be responsible for their proportionate share of the common  
expenses for the entire condominium elements, except for any charge  
which is assessed to a specific unit.

KARLEEN F. DE BLAKER, CLERK OF COURT  
PINELLAS COUNTY, FLORIDA

70144460	02-02-2000	11:49:42	LD
E1	DTF-LOCH LOMOND		
000010000			
IR:	FK:	SFG:	EPG:
RECORDING 002 PAGES	1		\$10.00
TOTAL:			\$10.00
P CHECK AMT. TENDERED:			\$10.00
CHANGE:			\$0.00
BY _____	DEPUTY CLERK		

INST # 98-092423  
MAR 27, 1998 9:27AM

CERTIFICATE OF AMENDMENT

TO

DECLARATION OF CONDOMINIUM

OF

PINELLAS COUNTY FLA.  
OFF.REC.BK 10038 PG 1547

LOCH LOMOND, ESTATES, A CONDOMINIUM

Certificate of Amendment to Declaration of Condominium for Loch Lomond, Estates, A  
Condominium.

The undersigned officers of Loch Lomond, Estates, A Condominium, do hereby make, subscribe and acknowledge and record ~~this~~ Certificate of Amendment, together with Exhibit "A" attached hereto, after unanimous adoption of a ~~resolution~~ by the Board of Directors proposing said amendments, the same were duly adopted at the Annual ~~Meeting~~ of the Association held on the 14<sup>th</sup> day of September, 1996, duly noticed as required by the ~~corporate~~ documents and by Florida law. At that meeting, upon motion duly made and seconded, the ~~Association~~ by an affirmative vote of more than 75% of the unit owners present and voting, as required by the Declaration of Condominium, voted to amend the Declaration of Condominium, as the same were originally recorded in O.R. Book 5821, page 1204, et seq., and as depicted in condominium plat pertaining thereto recorded in Condominium Plat Book 78, page 99-101, inclusive, all in the public records of Pinellas County, Florida, as the same may have further been amended.

IN WITNESS WHEREOF, the President and Vice President of said corporation executed this Certificate of Amendment and caused the corporate seal to be affixed this 27 day of MARCH, 1998.

Attest:

LOCH LOMOND, ESTATES

By R. Brittain (SEAL)  
President  
By [Signature]  
Vice President

CONDOMINIUM PLATS PERTAINING HERETO ARE RECORDED IN CONDOMINIUM  
PLAT BOOK 78, PAGES 99-101, INCLUSIVE, PUBLIC RECORDS OF PINELLAS COUNTY,  
FLORIDA.

Reviewed by La Belle & Associates, P.A.  
3446 Lake Dr.  
Palm Harbor, Florida 34683

PREPARED BY - D. GAZEY  
R. BRITTAIN  
#31-500 NEW YORK AVE  
DUNEDIN FL  
34698

RETURN TO

RECORDING  
EC 15.00  
S  
ES 2.00  
TF  
3.00  
1.00  
27.00  
12



PINELLAS COUNTY FLA.  
OFF. REC. NR 10038 PG 75113

STATE OF FLORIDA  
COUNTY OF PINELLAS

I HEREBY CERTIFY, that on this day personally appeared before me, an officer duly authorized to administer oaths and take acknowledgments, R. Brittain and George W. Townsend, to me personally known to be the individuals described in and who executed the foregoing instrument or who have produced Valid Driver's Licenses as identification and who did take an oath and they acknowledged before me that they executed the same for the purpose therein expressed.

WITNESS my hand and official seal at Clearwater, said County and State, this 27 day of March, 1998.

*Sophia Snyder*  
Print Name Sophia Snyder  
Notary Public  
My Commission Expires:

OFFICIAL NOTARY SEAL  
SOPHIA SNYDER  
NOTARY PUBLIC STATE OF FLORIDA  
COMMISSION NO. CC504823  
MY COMMISSION EXP. OCT. 24, 1999

50094840 PAD 03-27-1998 09:26:57  
01 CTF-LOCH LUMONDY ESTATES  
RECORDING 1 \$15.00  
OFFICIAL COPIES 2 \$1.00  
CERTIFICATION 2 \$11.00  
SERVICE CHARGE 1 \$2.00  
TOTAL: \$29.00  
CASH AMT. TENDERED: \$21.00  
CHANGE: \$8.00

EXHIBIT A

Article XII, Section 3

PINELLAS COUNTY FLA.  
OFF.REC.BK 10038 PG 1549

This is a new section under assessments:

Overdue Assessments

A late fee schedule for monthly maintenance will be as follows:

- a. When late one month , a fee of fifteen dollars (\$15.00) will apply.
- b. When late the second month, an additional fee of forty-five dollars (\$45.00) will apply and a thirty dollar fee (\$30.00) will apply each month thereafter.

Maintenance Assessments (monthly)

When overdue thirty days (30), a notice will be sent. When overdue sixty days (60), a lien notice will be sent by certified mail. When overdue ninety days (90), a lien will be placed on the unit and foreclosure proceedings will commence.

Late Annual Reserve Fund Fee

A ten dollar (\$10.00) fee will be levied the day after the due date and every month thereafter until said account is paid in full, inclusive of applicable fines. The reserve fund payment is ~~due~~ *due* on February fifteenth (15<sup>th</sup>) of each year.

Article XVII, Section 17

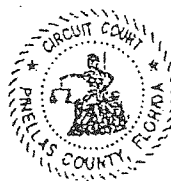
Delete this section in its entirety and replace with the following:

No new pets will be allowed. Existing pets (particularly dogs) must be on a leash at all times when outside the unit. Dogs must be walked only on the grassed area along New York Avenue. Pet owners are responsible for cleaning up after their pet.

Article XVIII, Section 1

Sales

A unit owner may sell, convey or transfer a unit only with the approval of lthe Association to ensure that the new purchaaser is aware of all rules and regulations and they have received a copy of the Declaration of this Association which is on file with Pinellas County.



STATE OF FLORIDA - PINELLAS COUNTY  
I hereby certify that the foregoing is  
a true copy as the same appears among  
the files and records of this court.  
Date: *March 98*  
Day of *March*, 19*98*  
KARLEEN E. De BLAKER  
Clerk of Circuit Court

By: *[Signature]*  
Deputy Clerk

INST # 95-088525  
APR 17, 1995 10:06AM

CERTIFICATE OF AMENDMENT  
TO  
DECLARATION OF CONDOMINIUM  
OF

PINELLAS COUNTY FLA.  
OFF.REC.BK 8966 PG 71

LOCH LOMOND ESTATES INC., A CONDOMINIUM

RECORDED  
REC 12:00  
BY  
NT  
FROM  
ATTY  
NO  
BY  
00  
700  
60

The undersigned officers of Loch Lomond Estates inc., a Condominium, do hereby make, subscribe and acknowledge and record this Certificate of Amendment, together with Exhibit "A" attached hereto, after unanimous adoption of a resolution by the Board of Directors proposing said amendments, the same were duly adopted at a Special Meeting of the Association held on the 15th day of February, 1995, duly noticed as required by the corporate documents and by Florida law. At that meeting, upon motion being duly made and seconded, the Association by an affirmative vote of more than 75% of the unit owners present and voting, as required by the Declaration of Condominium, voted to amend the Declaration, as the same were originally recorded in O.R. Book 5821, page 1204, et seq., and as depicted in condominium plat pertaining thereto recorded in Condominium Plat Book 78, page 99 - 101, inclusive, all in the public records of Pinellas County, Florida, as the same may have further been amended.

IN WITNESS WHEREOF, the President and Secretary of said corporation executed this Certificate of Amendment and caused the corporate seal to be affixed this 17 day of April, 1995.

Attest:

Loch Lomond Estates Inc.

*[Signature]*

*[Signature]* President

CONDOMINIUM PLATS PERTAINING HERETO ARE RECORDED IN  
CONDOMINIUM PLAT BOOK 78, PAGES 99 - 101, INCLUSIVE,  
PUBLIC RECORDS OF PINELLAS COUNTY, FLORIDA.

Reviewed by Nancy Paikoff (Attorney at Law)  
400 Cleveland St., 8th floor,  
Clearwater, Fla. 34615.

RETURN TO ✓  
DAVID GARFY  
500 NEW YORK AVE  
APT 18  
DUNEDIN, FL 34698

EXHIBIT "A"

PINELLAS COUNTY FLA.  
OFF.REC.BK 8966 PG 72

DELETE IN ITS ENTIRETY XII ASSESSMENTS, SECTION 1 AND REPLACE  
WITH THE FOLLOWING WORDING HEREIN.

X11

ASSESSMENTS

SECTION 1:

Common expenses including those required under any management contract, shall be assessed against each condominium parcel owner by the Association as provided in paragraph VII hereof. Assessments shall be due and payable on the 1st day of each month. Assessments thereon paid on or before ten (10) days after the date when due shall not be subject to a late fee fine but all sums not paid on or before ten (10) days after the date when due shall have a \$15.00 (fifteen dollar) late fee fine levied each month said assessments are in arrears. All payments on account shall first be applied to the late fee fine and then to the assessment payment due. All assessments, including reasonable attorney's fees, late fee fines and other costs to collect the same, shall be secured by a lien against the condominium parcel against which it was made after (90) ninety days of non payment of assessments. Such lien shall be effective upon recording in the Public Records of Pinellas County, Florida, a claim of lien stating the description of the parcel, the owners name, the amount due and the date due, the lien shall continue in effect until paid in full. Said lien shall date back to the date of this Declaration and shall be prior to the creation of any homestead status or any subsequent lien or encumbrance, except that said lien shall be subordinate and inferior to that of any institutional first mortgage.

STATE OF FLORIDA  
COUNTY OF PINELLAS

*David Gazy*  
DAVID GAZEY

I hereby certify, that on this day personally appeared before me, an officer duly authorized to administer oaths and take acknowledgments, DAVID GAZEY, to me personally known to be the individual described in and who executed the foregoing instrument or who has produced CANADIAN DRIVERS LICEN<sup>SE</sup> as identification and who did take an oath and he/she acknowledged before me that he/she executed the same for the purposes therein expressed.

Witness my hand and seal at CLEARWATER, FLORIDA, said County and State, this 17TH day of April, 1995.

OFFICIAL NOTARY SEAL  
JOANNE TOMER  
NOTARY PUBLIC STATE OF FLORIDA  
COMMISSION NO. 005288  
MY COMMISSION EXPIRES APR 1 1997

*Joanne Tomer*  
Print Name JOANNE TOMER  
Notary Public  
My Commission Expires:

PINELLAS COUNTY FLA.  
OFF. REC. BK 8966 PG 73

9C177784	SJM	04-17-1995	10:32:05
	01	CTF-LOCK LONDON EST	
RECORDING		1	\$15.00
SERVICE CHARGE		8	\$2.00
		TOTAL:	\$17.00
CASH AMT. TENDERED:			\$20.00
		CHANGE:	\$3.00

INST # 94-094336  
APR 4, 1994 12:57PM

PINELLAS COUNTY FLA.  
OFF.REC.BK 8616 PG 2190

CERTIFICATE OF AMENDMENT

TO

DECLARATION OF CONDOMINIUM

OF

LOCH LOMOND, ESTATES, A CONDOMINIUM

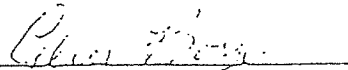
Certificate of Amendment to Declaration of Condominium  
for Loch Lomond, Estates, A Condominium.

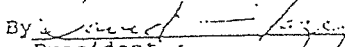
The undersigned officers of Loch Lomond, Estates, A  
Condominium, do hereby make subscribe and acknowledge and record  
this Certificate of Amendment together with Exhibit "A" attached  
hereto, after unanimous adoption of a resolution by the Board of  
Directors proposing said amendments, the same were duly adopted  
at the Annual Meeting of the Association held on the 22nd day of  
October, 1993, duly notified as required by the corporate  
documents and by Florida law. At that meeting, upon motion duly  
made and seconded, the Association by an affirmative vote of more  
than 75% of the unit owners present and voting, as required by  
the Declaration of Condominium, voted to amend the Declaration of  
Condominium, as the same were originally recorded in O.R. Book  
5821, page 1204, et seq., and as depicted in condominium plat  
pertaining thereto recorded in Condominium Plat Book 78, page 99-  
101, inclusive, all in the public records of Pinellas County,  
Florida, as the same may have further been amended.

IN WITNESS WHEREOF, the President and Secretary of said  
corporation executed this Certificate of Amendment and caused the  
corporate seal to be affixed this 4th day of APRIL, 1994.

Attest:

LOCH LOMOND, ESTATES

  
\_\_\_\_\_  
ALICE BERG

By  (SEAL)  
\_\_\_\_\_  
President  
DAVID GAZE

CONDOMINIUM PLATS PERTAINING HERETO ARE RECORDED IN  
CONDOMINIUM PLAT BOOK 78, PAGES 99-101, INCLUSIVE,  
PUBLIC RECORDS OF PINELLAS COUNTY, FLORIDA.

DIRECTOR'S  
REC 2850  
OS  
DNT  
Fees 200  
MTT  
PIC  
REV  
TOTAL 2050

DAVID GAZE  
500 NEW YORK AVE  
UNIT 18  
DUNEDIN, FLA. 34628

RETURN TO

Prepared by NANCY PAIKOFF  
400 CLEVELAND ST  
CLEARWATER, FLA.

STATE OF FLORIDA  
COUNTY OF PINELLAS

I HEREBY CERTIFY, that on this day personally appeared before me, an officer duly authorized to administer oaths and take acknowledgments,           JOANNE TOMEK          , to me personally known to be the individual described in and who executed the foregoing instrument or who has produced CANADIAN DRIVERS LICENSE as identification and who did take an oath and he/she acknowledged before me that he/she executed the same for the purposes therein expressed.

WITNESS my hand and official seal at CLEARWATER, said County and State, this 4TH day of APRIL, 1994.

OFFICIAL NOTARY SEAL  
JOANNE TOMEK  
NOTARY PUBLIC STATE OF FLORIDA  
COMMISSION NO. CC23943  
MY COMMISSION EXPIRES APR. 1, 1997

          Joanne Tomek            
Print Name           JOANNE TOMEK            
Notary Public  
My Commission Expires:

NOTARY PUBLIC FEE: 10.00  
STATE FEE: 10.00  
TOTAL: 20.00  
RECEIVED: 10.00  
CHANGE: 10.00

EXHIBIT A

Article VIII. Voting Rights shall be amended as follows:

Each condominium parcel shall be entitled to one vote which shall be cast by the respective unit owner. In the event a unit is owned by more than one owner, the total owners of such unit shall collectively be entitled to cast the only vote attributed to such unit. Voting may be by proxy in accordance with the provisions of the Bylaws of the Condominium Association. Voting may be by proxy in accordance with the then existing provisions of Chapter 718, Florida Statutes. NEW

Article XII. Assessments shall be amended as follows:

Section 2. If an institutional mortgagee obtains title to a condominium parcel as the result of foreclosure of a first mortgage thereon or by voluntary conveyance in lieu of such foreclosure, said 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 thereof which became due prior to acquisition of title by said mortgagee, unless the share is secured by a claim of lien for assessments that is recorded prior to recording of the foreclosed mortgage. Such unpaid share of common expenses or assessments shall be deemed to be common expenses or assessments shall be deemed to be common expenses collectible from all of the owners of condominium parcels, including such acquirer, his successors and assigns. subject only to limitations as may be placed on the Association pursuant to Chapter 718, Florida Statutes. }

Article XVII. Restrictions shall be amended as follows:

Section 8. All common walkways, hallways, balconies, patios, screened sunporches, terraces and passages shall be kept free for their intended use by the unit owners in common, and shall in no event be used as storage areas by the individual unit owners, either on a temporary or permanent basis.



Section 9. No clothing, bedding, or other similar items, shall be dried or aired in any outdoor area, nor shall any such items be hung, dried or aired on any patio, screened sunporches, balcony or terrace.

Section 17. Pets shall be limited to dogs and cats that can be easily carried in the ~~common~~ areas; pets which are the property of the unit owner or long-term lessee (lessee of one year or more), and shall be limited to one (1) pet per unit, and such pets shall at all times ~~outside~~ the unit be on a leash. Dogs must be walked only on the ~~area~~ area adjacent to the front parking lot along New York Avenue ~~except~~ that dogs may be walked on other parts of the property ~~for~~ the sole purpose of getting to the designated area. Pet owners ~~are~~ responsible for cleaning up after their pet.

NEC

NEC

Section 18. Unit ~~owners~~ and representative rental agents are to advise their guests, families, invitees and lessees of these restrictions and of the rules and regulations of the Association.

Section 19. Double parking or parking in an unauthorized or restricted area, (e.g. another unit's assigned parking area, driveways or in front of dumpsters or mail boxes) is strictly prohibited. Unit owners, family members, guests, invitees or lessees who are affected by unauthorized parking shall park in the visitor's parking area and advise the on-site manager of the problem. The on-site manager will take the appropriate action to resolve the problem. Those vehicles parking in unauthorized or restricted areas shall be towed away at the owner's expense.

Section 20. Violations of the Associations Restrictions, Rules or Bylaws by owners, their family, guests, invitees or lessees will be subject to a verbal first warning in respect to the nature of the violation; a second written warning by the Association in respect to the same violation by unit owners, their families, guests, invitees or lessees will be sent to the unit owner who will be responsible to advise the violators and request that they immediately take the necessary action to

correct the violation to meet with the Association's Restrictions, Rules or Bylaws. If the violation persists, a second written notice will be sent to the unit owner by certified mail by the Association requesting an explanation and a resolution to the violation. The unit owner must reply within fifteen (15) business days of the date of the Association's notice and may request a hearing before the Board of Directors. If no response is received by the Association within the above time period, a fine will be levied against the unit owner; said fine shall be at the highest rate permissible by the Florida Statutes or as decided upon by the Board of Directors of the Association. Non-payment of fines in respect to violation of the Association's restrictions shall result in the placement of a lien against the unit owner's property, as permitted by law.

Article XVIII. Sale and Leasing of Condominium Parcels shall be amended as follows:

Section 2. Leasing. Units may be rented provided the occupancy is only by the lessee, his family and guests. No rooms may be rented, nor shall any lessee of any unit release or discharge the owner thereof from compliance with any of his obligations and duties as a unit owner.

The Association shall be advised of the starting and terminating dates of any Lease Agreement and that the Lessee(s) have been made aware of the Restrictions of the Association. The terms of any Lease shall not exceed one (1) year, unless such lease is approved by the Board of Directors of the Association.

All of the provisions of this Declaration, and Bylaws, and the Rules and Regulations of the Association pertaining to use and occupancy shall be applicable and enforceable against any person occupying a unit as a tenant to the same extent as against a unit owner, and a covenant upon the part of each such tenant to abide by the Rules and Regulations of the Association, and the terms and provisions of the Declaration of Condominium and Bylaws, and designating the Association as the unit owner's agent for the purpose of and with the authority to terminate any such

lease agreement in the event of violations by the tenant of such covenant shall be an essential element of any such lease or tenancy agreement, whether oral or written, and whether specifically expressed in such agreement or not.

Article XIX. Unit Boundaries shall be amended as follows:

Section 3. Any patio, screened sunporch and terrace serving a unit shall be considered a limited common element for the exclusive use of the unit owner and shall not be considered part of the unit.

Article XX. Maintenance, Alteration and Improvement shall be amended as follows:

Section 2. Common elements and limited common elements.

(a) By Association. The maintenance and operation of the common elements and limited common elements shall be the responsibility and the expense of the Association, except as specified in this Declaration.

(b) By the unit owner. Notwithstanding the prior paragraph, each unit owner shall be responsible for the interior maintenance of his storage room and periodic sweeping and cleaning of his open balcony, screened sunporch and terrace.

Otherwise, the Declaration of Condominium shall remain in full force and effect as originally recorded.

RETURN TO: FOX AND FOX, P.A.  
P. O. Box 5047  
Clearwater, FL  
33518-5047

AMENDMENT  
TO  
DECLARATION OF CONDOMINIUM  
OF  
LOCH LOMOND ESTATES, A CONDOMINIUM

O.R. 6541 PAGE 1567

01 (11) CHG  
REG 10.50  
DS  
43 Int

87181360

Tot 10.50

WHEREAS, the original Declaration of Condominium was recorded in O. R. Book 5821, page 1204, and amended in O. R. Book 6056, page 1083; O. R. Book 6070, page 1164 and 1165; O. R. Book 6160, page 1105 and 1106; O. R. Book 6188, page 540; and as further amended in O.R. Book 6335, page 625, in the Public Records of Pinellas County, Florida, and

WHEREAS, the original Condominium Plat was recorded in Condominium Plat Book 78, page 99 through 101, as amended in Condominium Plat Book 86, pages 80 through 82, and

WHEREAS, the Developer wishes to amend the Declaration of Condominium and the Condominium Plat to include the attached Certificate of Surveyor signifying that the units are substantially complete and changing the interior configurations of Units 24 through 32, inclusive.

NOW THEREFORE, the Declaration of Condominium is hereby amended as follows:

1. The Certificate of Surveyor and amended plat attached hereto, hereinafter referred to as Exhibit "A" is hereby incorporated into the original Declaration of Condominium and made a part hereof by reference.

All other terms and conditions of the Declaration of Condominium not in conflict with this Amendment shall remain in full force and effect.

Witnesses:

JUL 17 10 39 AM 1987  
SUNLOCK, INC.

Robin M. Hopper  
Maule A. Brown

By: [Signature]  
Steve Szasz, Vice-President

STATE OF FLORIDA  
COUNTY OF PINELLAS

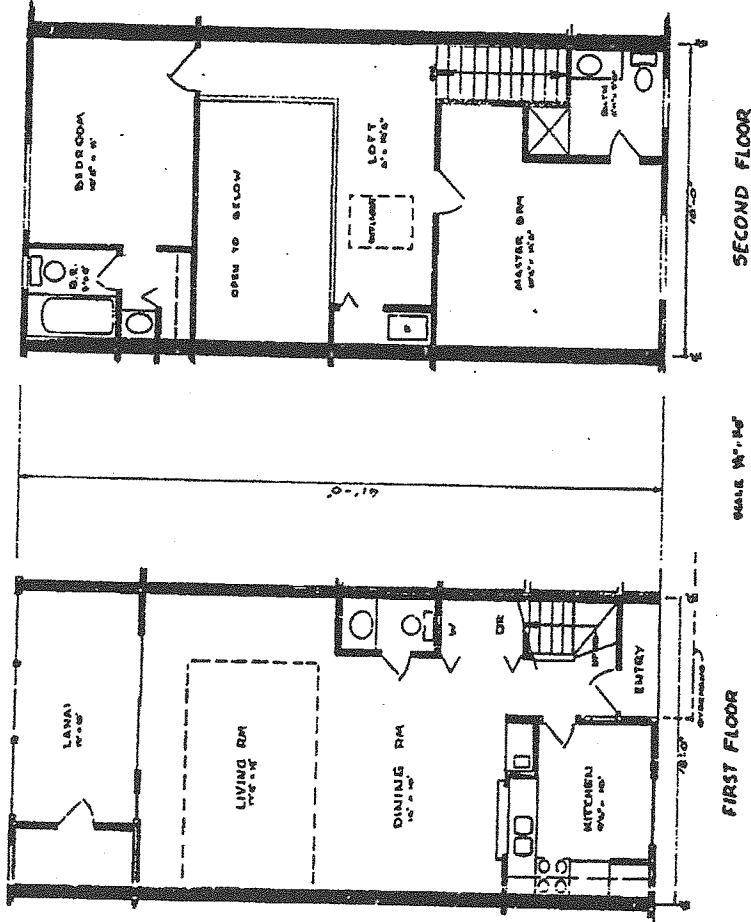
I HEREBY CERTIFY that on this day personally appeared before me, an officer duly authorized to administer oaths and take acknowledgements, STEVE SZASZ as Vice-President of SUNLOCK, INC., to me well known to be the person described in and who executed the foregoing instrument and who has acknowledged before me that he has executed the same freely and voluntarily for the purposes therein expressed.

WITNESS my hand and official seal this 18th day of June, 1987.

Maule A. Brown

D.R. 6541 PAGE 1568

**LOCH LOMOND ESTATES, A CONDOMINIUM**  
600 NEWYORK AVE.  
AN AMENDMENT SECTION 34, TOWNSHIP 28 SOUTH, RANGE 15 EAST  
City of Dade, Pinellas County, Florida.



**SURVEYOR'S CERTIFICATE**  
I HEREBY CERTIFY THAT THE  
DESCRIPTION OF THE PROPERTY  
HEREIN IS CORRECT AND  
TRUE TO THE BEST OF MY  
KNOWLEDGE AND BELIEF.  
I AM A LICENSED SURVEYOR  
IN THE STATE OF FLORIDA  
AND THE SIGNATURE IS MY  
TRUE AND CORRECT SIGNATURE.  
DATE: 10/10/2000  
T.M. L. PRINE

REVISIONS FLOOR PLAN FOR PHASE C, UNITS 8, 9, 10, 11, 12, 13, 14, 15, 16, 17, 18, 19, 20, 21, 22, 23, 24, 25, 26, 27, 28, 29, 30, 31, 32, 33, 34, 35, 36, 37, 38, 39, 40, 41, 42, 43, 44, 45, 46, 47, 48, 49, 50, 51, 52, 53, 54, 55, 56, 57, 58, 59, 60, 61, 62, 63, 64, 65, 66, 67, 68, 69, 70, 71, 72, 73, 74, 75, 76, 77, 78, 79, 80, 81, 82, 83, 84, 85, 86, 87, 88, 89, 90, 91, 92, 93, 94, 95, 96, 97, 98, 99, 100

EXHIBIT "A"

86238943

AMENDMENT TO THE DECLARATION OF CONDOMINIUM OF LOCH LOMOND ESTATES, A CONDOMINIUM J.R. 6335 ENCL 625

ORIGINAL CONDOMINIUM PLATS PERTAINING HERETO ARE FILED IN CONDOMINIUM PLAT BOOK 78, PAGES 99 THROUGH 101, and CONDOMINIUM PLAT BOOK 83, PAGES 80 THROUGH 82, INCLUSIVE.

WHEREAS, the original Declaration of Condominium was recorded in O. R. Book 5821, page 1204, and amended in O. R. Book 6056, page 1083; O. R. Book 6070, page 1164 and 1165; O. R. Book 6160, page 1105 and 1106, and as further amended in O. R. Book 6188, page 540, in the Public Records of Pinellas County, Florida, and

WHEREAS, the original Condominium Plat was recorded in Condominium Plat Book 78, page 99 through 101, as amended in Condominium Plat Book 86, pages 80 through 82, and

WHEREAS, the Developer wishes to amend the Declaration of Condominium to include the attached Certificate of Surveyor signifying that the units are substantially complete,

NOW THEREFORE, the Declaration of Condominium is hereby amended as follows:

- 1. The Certificate of Surveyor attached hereto, hereinafter referred to as Exhibit "A" is hereby incorporated into the original Declaration of Condominium and made a part hereof by reference.

All other terms and conditions of the Declaration of Condominium not in conflict with this Amendment shall remain in full force and effect.

1. 090036  
90 7.05  
TOTAL 7.00 CHY

Witnesses: SUNLOCK, INC.  
By: Steve Szasz, Vice-President  
STATE OF FLORIDA  
COUNTY OF PINELLAS

I HEREBY CERTIFY that on this day personally appeared before me, an officer duly authorized to administer oaths and take acknowledgements, STEVE SZASZ as Vice-President of SUNLOCK, INC., to me well known to be the person described in and who executed the foregoing instrument and who has acknowledged before me that he has executed the same freely and voluntarily for the purposes therein expressed.

WITNESS my hand and official seal this 6th day of October, 1986.

NOTARY PUBLIC

My Commission Expires:

RETURN TO: Fox and Fox, P.A. My Commission Expires Oct. 1, 1987  
P. O. Box 5047  
Clearwater, FL 33518

EXHIBIT "A"

O.R. 6335 PAGE 626

SURVEYOR'S CERTIFICATE

The undersigned, DAVID F. RAMSEY, being a licensed Surveyor authorized to practice in the State of Florida pursuant to Section 718.104 (A) (e) Florida Statutes, hereby certifies that the following units of that certain Condominium known as LOCH LOMOND ESTATES, A CONDOMINIUM, as more fully set forth in the Declaration of Condominium recorded in O. R. Book 5821, Page 1204, as amended in O. R. Book 6056, Page 1083, that all planned improvements, including but not limited to landscaping, utilities service and access to the unit and common element facilities serving such building as set forth in the Amendment to the Declaration of Condominium are substantially complete:

Units No's 7, 8, 9, 10, 11 and 12, LOCH LOMOND ESTATES, A CONDOMINIUM, according to the plat thereof as recorded in Condominium Plat Book 78 Pages 99 through 101, as amended in Condominium Plat Book 86, Pages 80 through 82, and being further described in that certain Declaration of Condominium recorded in O. R. Book 5821, Page 1204, as amended in O. R. Book 6056, Page 1083, Public Records of Pinellas County, Florida.

DFR ENGINEERING, INC

By: *David F. Ramsey*  
David F. Ramsey  
Fl. Surveyor # 2545

STATE OF FLORIDA  
COUNTY OF PASCO

I hereby certify that on this day personally appeared before me, an officer duly authorized to administer oaths and take acknowledgements, DAVID F. RAMSEY, to me well known to be the person described in and who executed the foregoing instrument and who has voluntarily for the purpose therein expressed.

WITNESS MY HAND AND OFFICIAL SEAL THIS 11TH DAY OF SEPTEMBER 1988.

My Commission Expires:

NOTARY PUBLIC STATE OF FLORIDA (LARGE)  
NOTARY # 00011001 (LARGE)  
EXPIRES 09/30/91

*Charles Washington*  
Charles Washington  
Notary Public

EXHIBIT "A"

86056069

RETURN TO: FOX and FOX, P.A.  
P. O. Box 5047  
Clearwater, FL 33518  
O.R. 6188 PAGE 540

FILED IN: 9.00  
51 L.S.  
43 Int  
Tot 9.00 dep

DECLARATION OF CONDOMINIUM  
OF  
LOCH LOMOND ESTATES, A CONDOMINIUM  
AMENDMENT  
TO  
DECLARATION OF CONDOMINIUM  
OF  
LOCH LOMOND ESTATES, A CONDOMINIUM  
TOTAL 9 00 CHY

WHEREAS, the original Declaration of Condominium was recorded in O. R. Book 5821, page 1204, and amended in O. R. Book 6056, page 1083; O. R. Book 6070, page 1164 and 1165, and as further amended in O. R. Book 6160, page 1105 and 1106, in the Public Records of Pinellas County, Florida, and

WHEREAS, the original Condominium Plat was recorded in Condominium Plat Book 78, page 99 through 101, as amended in Condominium Plat Book 86, pages 80 through 82, and

WHEREAS, the Developer wishes to amend the Declaration of Condominium to include the attached Certificate of Surveyor signifying that the units are substantially complete,

NOW THEREFORE, the Declaration of Condominium is hereby amended as follows:

1. The Certificate of Surveyor attached hereto, hereinafter referred to as Exhibit "A" is hereby incorporated into the original Declaration of Condominium and made a part hereof by reference.

All other terms and conditions of the Declaration of Condominium not in conflict with this Amendment shall remain in full force and effect.

Witnesses:

SUNLOCK, INC.

*Gregory A. [Signature]*  
*Suzanne Kelley*

By: *Steve Szasz*  
Steve Szasz, Vice-President

STATE OF FLORIDA

COUNTY OF PINELLAS

I HEREBY CERTIFY that on this day personally appeared before me, an officer duly authorized to administer oaths and take acknowledgements, STEVE SZASZ as Vice-President of SUNLOCK, INC., to me well known to be the person described in and who executed the foregoing instrument and who has acknowledged before me that he has executed the same freely and voluntarily for the purposes therein expressed.

WITNESS my hand and official seal this 17th day of March, 1986.

*Suzanne Kelley*  
NOTARY PUBLIC

My Commission Expires:

Notary Public, State of Florida  
My Commission Expires Oct. 25, 1987  
Bundled Three General Inv. Underwriters

CONDOMINIUM PLATS PERTAINING HERETO ARE FILED IN CONDO PLAT BOOK 78 PAGES 99 TO 101.



SURVEYOR'S CERTIFICATE

O.R. 6188 PAGE 541

The undersigned, David F. Ramsey, being a licensed Surveyor authorized to practice in the State of Florida pursuant to section 718.104 (4) (e) Florida Statutes, hereby certifies that the following units of that certain CONDOMINIUM known as LOCH LOMOND ESTATES, A CONDOMINIUM, as more fully set forth in the Declaration of Condominium recorded in O. R. Book 6056, Page 1083, that all planning improvements, including but not limited to landscaping, utilities service and access to the unit and common element facilities serving such building as set forth in the Amendment to Declaration of Condominium are substantially complete:

Units No. 1, 2, 3, 4, 5, and 6, LOCH LOMOND ESTATES, A CONDOMINIUM, according to the plat thereof as recorded in Condominium Plat Book 76, Pages 99 through 101, as amended in Condominium Plat Book 86, Pages 80 through 82, being further described in that certain Declaration of Condominium recorded in O. R. Book 5821, Page 1204, as amended in O. R. Book 6056, Page 1083, Public Records of Pinellas County, Florida.

DFR Engineering, Inc.

By: *David F. Ramsey*  
David F. Ramsey  
Fl. Surveyor #2545

STATE OF FLORIDA  
COUNTY OF PASCO

I hereby certify that on this day personally appeared before me, an officer duly authorized to administer oaths and take acknowledgements, David F. Ramsey, to me well known to be the person described in and who executed the foregoing instrument and who has acknowledged before me that he has executed the same freely and voluntarily for purpose therein expressed.

Witness my hand and official seal this 27th day of February 1986.

*Charles M. [Signature]*  
Notary Public

My Commission Expires:

NOTARY PUBLIC STATE OF FLORIDA AT LARGE  
My Commission Expires 02/28/87

Exhibit "A"

86020056

O.R. 6160 PAGE 1105

01 Cash 11 CHS  
 40 Rec 9.00  
 41 DS \_\_\_\_\_  
 43 Int \_\_\_\_\_  
 Tot 9.00

AMENDMENT  
 TO  
 DECLARATION OF CONDOMINIUM  
 OF  
 LOCH LOMOND ESTATES, A CONDOMINIUM

24 24657388 70 1. 38JA86  
 40 9.00  
 TOTAL 9.00 CHK

POST OFFICE BOX 8647  
 CLEARWATER, FLORIDA 38818-8647

RETURN TO:

CONDOMINIUM PLATS PERTAINING HERETO ARE FILED  
 IN CONDO PLAT BOOK 73 PAGES 94 TO 101

WHEREAS, the original Declaration of Condominium was recorded in O. R. Book 5821, page 1204, and amended in O. R. Book 6056, page 1083, and as further amended in O. R. Book 6070, page 1164 and 1165, in the Public Records of Pinellas County, Florida, and

WHEREAS, the original Condominium Plat was recorded in Condominium Plat Book 78, page 99 through 101, as amended in Condominium Plat Book 86, pages 80 through 82, and

WHEREAS, the Developer wishes to amend the Declaration of Condominium to include the attached Certificate of Surveyor signifying that the units are substantially complete,

NOW THEREFORE, the Declaration of Condominium is hereby amended as follows:

1. The Certificate of Surveyor attached hereto, hereinafter referred to as Exhibit "A" is hereby incorporated into the original Declaration of Condominium and made a part hereof by reference.

All other terms and conditions of the Declaration of Condominium not in conflict with this Amendment shall remain in full force and effect.

Witnesses:  
 \_\_\_\_\_  
 \_\_\_\_\_

SUNLOCK, INC.  
 By: \_\_\_\_\_  
 Steve Szasz, Vice-President

JAN 30 12 50 PM '86

STATE OF FLORIDA  
 COUNTY OF PINELLAS

I HEREBY CERTIFY that on this day personally appeared before me, an officer duly authorized to administer oaths and take acknowledgements, STEVE SZASZ as Vice-President of SUNLOCK, INC., to me well known to be the person described in and who executed the foregoing instrument and who has acknowledged before me that he has executed the same freely and voluntarily for the purposes therein expressed.

WITNESS my hand and official seal this 29th day of January, 1986.

My Commission Expires:

Notary Public, State of Florida  
 My Commission Expires Oct. 25, 1987  
 Bonded thru General Inv. Underwriters

\_\_\_\_\_  
 NOTARY PUBLIC  
 KELLEY  
 STATE

SURVEYOR'S CERTIFICATE

O.R. 6160 ~~max~~ 1106

The undersigned, DAVID F. RAMSEY, being a licensed Surveyor authorized to practice in the State of Florida pursuant to Section 718.104 (4) (e) Florida Statutes, hereby certifies that the following units of that certain Condominium known as LOCH LOMOND ESTATES, A CONDOMINIUM, as more fully set forth in the Declaration of Condominium recorded in O.R. Book 5821, page 1204, as amended in O.R. Book 6056, page 1083, that all planned improvements, including but not limited to landscaping, utilities service and access to the unit and common element facilities serving such building as set forth in the Amendment to Declaration of Condominium are substantially complete:

Unit No's 18, 19, 20 & 21, LOCH LOMOND ESTATES, A CONDOMINIUM, according to plat thereof recorded in Condominium Plat Book 78, pages 99 through 101, as amended in Condominium Plat Book 86, Pages 80 through 82, and being further described in that certain Declaration of Condominium recorded in O.R. Book 5821, page 1204, as amended in O.R. Book 6056, page 1083, Public Records of Pinellas County, Florida.

DFR ENGINEERING, INC.

By: David F. Ramsey  
DAVID F. RAMSEY  
Fla. Surveyor # 2545

STATE OF FLORIDA  
COUNTY OF PINELLAS

I HEREBY CERTIFY that on this day personally appeared before me, an officer duly authorized to administer oaths and take acknowledgements, DAVID F. RAMSEY, to me well known to be the person described in and who executed the foregoing instrument and who has acknowledged before me that he has executed the same freely and voluntarily for the purpose therein expressed.

WITNESS MY HAND AND OFFICIAL SEAL THIS 6th DAY OF DECEMBER 1985.

Barbara Jo McHugh  
NOTARY PUBLIC

My Commission Expires:

NOTARY PUBLIC STATE OF FLORIDA  
MY COMMISSION EXP. SEPT 3, 1989  
BORNED THRU GENERAL 386, GND.

EXHIBIT "A"

RETURN TO: ROLAND FOX, P.A. \$ 9.00 R  
P. O. Box 5047  
Clearwater, FL 33518 85189199

O.R. 6070 PAGE 1164

AMENDMENT  
TO  
DECLARATION OF CONDOMINIUM  
OF  
LOCH LOMOND ESTATES, A CONDOMINIUM

WHEREAS, the original Declaration of Condominium was recorded in O. R. Book 5821, page 1204, and amended in O. R. Book 6056, page 1083, in the Public Records of Pinellas County, Florida, and

WHEREAS, the original Condominium Plat was recorded in Condominium Plat Book 78, page 99 through 101, as amended in Condominium Plat Book 86, pages 80 through 82, and

WHEREAS, the Developer wishes to amend the Declaration of Condominium to include the Certificate of Surveyor signifying that the units are substantially complete,

NOW THEREFORE, the Declaration of Condominium is hereby amended as follows:

1. The Certificate of Surveyor attached hereto, hereinafter referred to as Exhibit "A" is hereby incorporated into the original Declaration of Condominium and made a part hereof by reference.

All other terms and conditions of the Declaration of Condominium not in conflict with this Amendment shall remain in full force and effect.

15 15732528 40 1. 095E85  
40 9.00  
TOTAL 9.00 CHK

Witnesses:

SUNLOCK, INC.

Gregory A. Fox  
Suzanne Kelly

By: Steve Szasz  
Steve Szasz, Vice-President

Pinellas Co. Florida  
Kathleen S. Doolittle  
CLERK OF COUNTY COURT  
SEP 9 2 28 PM '85

STATE OF FLORIDA  
COUNTY OF PINELLAS

I HEREBY CERTIFY that on this day personally appeared before me, an officer duly authorized to administer oaths and take acknowledgements, STEVE SZASZ as Vice-President of SUNLOCK, INC., to me well known to be the person described in and who executed the foregoing instrument and who has acknowledged before me that he has executed the same freely and voluntarily for the purposes therein expressed.

WITNESS my hand and official seal this 9<sup>th</sup> day of September, 1985.

Suzanne Kelly  
NOTARY PUBLIC

My Commission Expires:

40 Cash 9.00  
41 DS  
43 Int  
Tot 9.00 BA

Notary Public, State of Florida  
My Commission Expires Oct. 23, 1987  
Bonded Thru General Ins. Underwriters

Original Condominium Plats pertaining hereto are filed in Condominium Pl Book 78 P. 99-101; Condominium Plat Book 86 P. 80-82.

O.R. 6070 PAGE 1165

SURVEYOR'S CERTIFICATE

The undersigned, DAVID F. RAMSEY, being a licensed Surveyor authorized to practice in the State of Florida pursuant to Section 718.104(4)(e) Florida Statutes, hereby certifies that the following units of that certain Condominium known as LOCH LOMOND ESTATES, A CONDOMINIUM, as more fully set forth in the Declaration of Condominium recorded in O.R. Book 5821, page 1204, as amended in O.R. Book 6056, page 1083, that all planned improvements, including but not limited to landscaping, utilities service and access to the unit and common element facilities serving such building as set forth in the Amendment to Declaration of Condominium are substantially complete:

Unit No's. 13, 14, 15, 16, & 17, LOCH LOMOND ESTATES, A CONDOMINIUM, according to plat thereof recorded in Condominium Plat Book 78, pages 99 through 101, as amended in Condominium Plat Book 86, Pages 80 through 82, and being further described in that certain Declaration of Condominium recorded in O.R. Book 5821, page 1204, as amended in O.R. Book 6056, page 1083, Public Records of Pinellas County, Florida.

DFR ENGINEERING, INC.

By: David F. Ramsey 9-9-85  
DAVID F. RAMSEY  
Fla. Surveyor # 2545

STATE OF FLORIDA  
COUNTY OF PINELLAS

I HEREBY CERTIFY that on this day personally appeared before me, an officer duly authorized to administer oaths and take acknowledgements, DAVID F. RAMSEY, to me well known to be the person described in and who executed the foregoing instrument and who has acknowledged before me that he has executed the same freely and voluntarily for the purposes therein expressed.

WITNESS my hand and official seal this 9th day of September, 1985.

Suzanne Kelly  
NOTARY PUBLIC

My Commission Expires:

Notary Public, State of Florida  
My Commission Expires Oct. 25, 1987  
Bonded Three Central Ins. Underwriters

EXHIBIT "A"

01 Cash II Chg  
40 REG 21.00  
45 Int 45.70  
Tot 66.70

85173017

O.R. 6056 PAGE 1083

FINELAND...  
Karlun F. Distin...  
AUG 18 1 06 PM '85

AMENDMENT  
TO  
DECLARATION OF CONDOMINIUM  
OF

LOCH LOMOND ESTATES, A CONDOMINIUM

WHEREAS, the original Declaration of Condominium was recorded in O. R. Book 5821, page 1204, in the Public Records of Pinellas County, Florida, and

WHEREAS, the Developer wishes to amend the Declaration of Condominium to include the Certificate of Surveyor signifying that the units are substantially complete,

NOW THEREFORE, the Declaration of Condominium is hereby amended as follows:

1. The Certificate of Surveyor attached hereto, hereinafter referred to as Exhibit "A" is hereby incorporated into the original Declaration of Condominium and made a part hereof by reference.

All other terms and conditions of the Declaration of Condominium not in conflict with this Amendment shall remain in full force and effect.

Witnesses: SUNLOCK, INC.

X William [Signature]  
X [Signature]

By: [Signature]  
Mario Correale, President

PROVINCE OF ONTARIO

CITY OF Toronto

I HEREBY CERTIFY that on this day personally appeared before me, an officer duly authorized to administer oaths and take acknowledgements, MARIO CORREALE as President of SUNLOCK, INC., to me well known to be the person described in and who executed the foregoing instrument and who has acknowledged before me that he has executed the same freely and voluntarily for the purposes therein expressed.

WITNESS my hand and official seal this 6<sup>th</sup> day of August, 1985.

X Allen Zeger  
NOTARY PUBLIC

My Commission is for Life.

Prepared by and  
Return to:  
Roland Fox P.A.  
P.O. Box 5847  
Clearwater, FL  
33518

ORIGINAL CONDOMINIUM PLATS PERTAINING HERETO ARE FILED IN CONDOMINIUM PLAT BOOK 78 PAGES 79-101  
CONDOMINIUM PLATS PERTAINING HERETO ARE FILED IN CONDOMINIUM PLAT BOOK 86 PAGES 80 thru 82 incl.

O.R. 6056 PAGE 1084

SURVEYOR'S CERTIFICATE

The undersigned, GORDON F. KILLION, being a licensed Surveyor authorized to practice in the State of Florida pursuant to Section 718.104(4)(e) Florida Statutes, hereby certifies that the following units of that certain Condominium known as LOCH LOMOND ESTATES, A CONDOMINIUM, as more fully set forth in the Declaration of Condominium recorded in O.R. Book 5821, page 1204, and that all planned improvements, including but not limited to landscaping, utilities service and access to the unit and common element facilities serving such building as set forth in the revised plot plan attached hereto and incorporated by reference to this Amendment to the Declaration of Condominium are substantially complete:

Unit No's. 22, 23, LOCH LOMOND ESTATES, A CONDOMINIUM, according to plat thereof recorded in Condominium Plat Book 78, pages 99 through 101, and being further described in that certain Declaration of Condominium recorded in O.R. Book 5821, page 1204, Public Records of Pinellas County, Florida.

GORDON F. KILLION AND ASSOC'S, INC.

By: *Gordon F. Killion*  
GORDON F. KILLION, R.L.S. NO. 3138

STATE OF FLORIDA  
COUNTY OF PINELLAS

I HEREBY CERTIFY that on this day personally appeared before me, an officer duly authorized to administer oaths and take acknowledgements, GORDON F. KILLION, to me well known to be the person described in and who executed the foregoing instrument and who has acknowledged before me that he has executed the same freely and voluntarily for the purposes therein expressed.

WITNESS my hand and official seal this 16<sup>th</sup> day of August, 1985.

*Doreen R. Fry*  
NOTARY PUBLIC



My Commission Expires:  
Notary Public, State of Florida  
My Commission Expires July 19, 1988  
Notary Seal Law, Fla. Statutes, Sec. 112.05

EXHIBIT "A"

Page 1 of 4

O.R. 6056 PAGE 1085

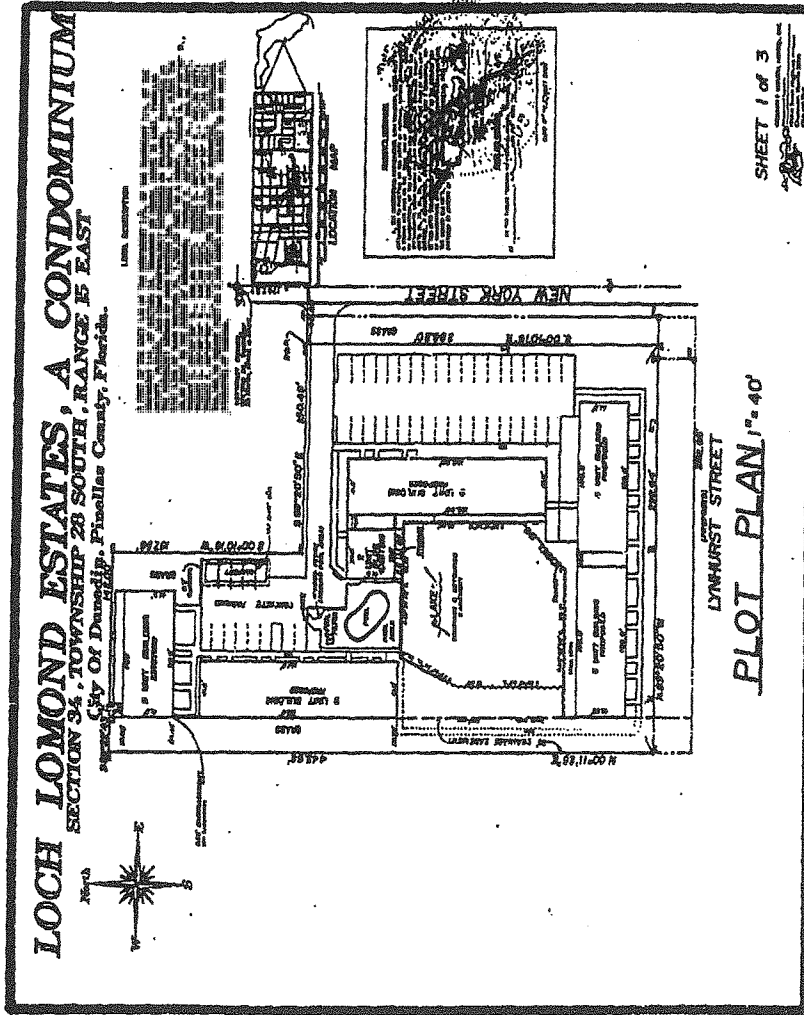


Exhibit "A"

Page 2 of 4



O.R. 6056 PAGE 1086

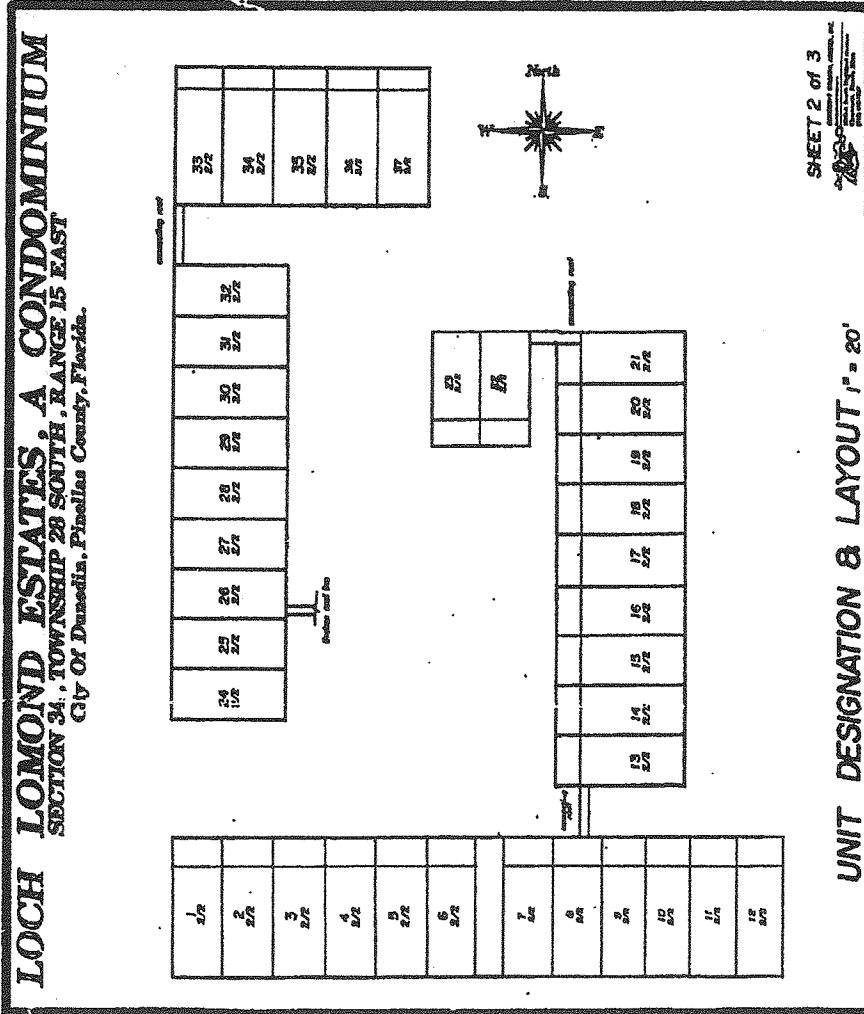


Exhibit "A"

Page 3 of 4

O.R. 6056 PAGE 1087

**LOCH LOMOND ESTATES, A CONDOMINIUM**  
SECTION 24, TOWNSHIP 28 SOUTH, RANGE 15 EAST  
City Of Dade, Pinellas County, Florida.

REV 02/00  
REV 02/00

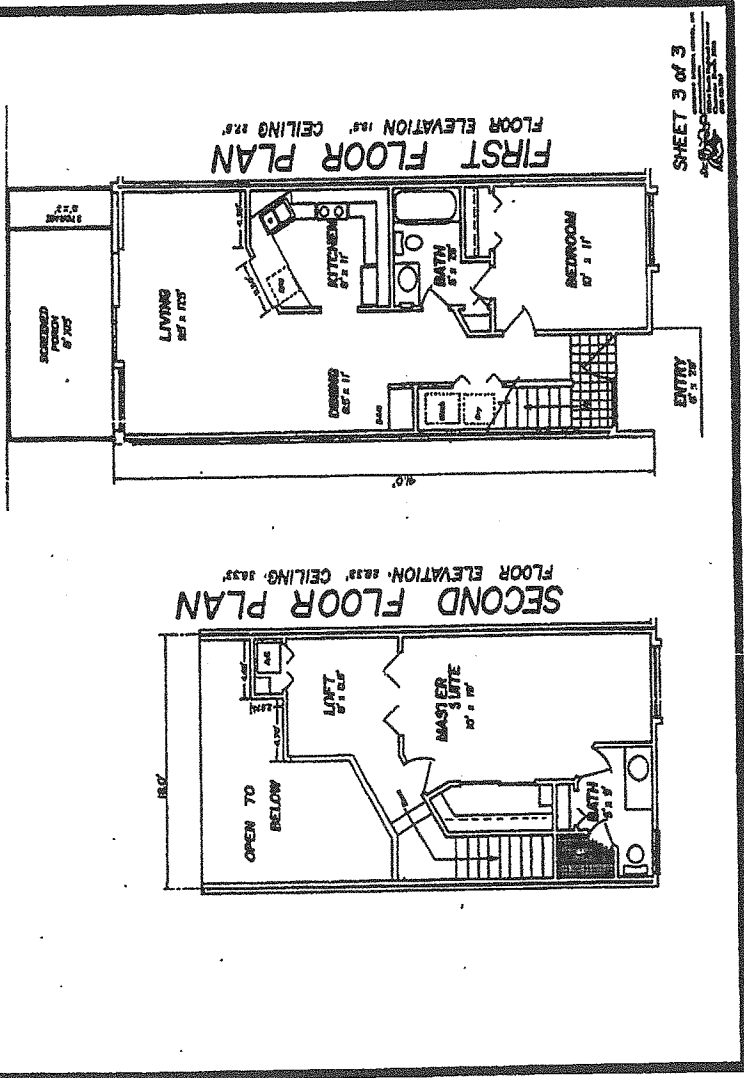


Exhibit "A"

Page 4 of 4

85164564

BOOK PAGE 927

OL Cash 11 City  
OL Fee 5.00  
OL DS  
OL ST  
OL CR 5.00 *dup*

JOINDER OF MORTGAGEE  
IN  
DECLARATION OF CONDOMINIUM  
OF  
LOCH LOMOND ESTATES, A CONDOMINIUM

The undersigned owner and holder of a Promissory Note secured by a Mortgage, recorded in O.R. Book 5692, at page 654, as assigned in O.R. Book 5990, page 1967, of the Public Records of Pinellas County, Florida, encumbering real property described in the Declaration of Condominium for Loch Lomond Estates, a Condominium, recorded in O. R. Book 5821, page 1204, Public Records of Pinellas County, Florida, hereby joins in the making of the Declaration and agrees that the lien of said Mortgage shall be subordinate to the use rights of unit owners in the Condominium. This provision shall not limit the right of the undersigned to foreclose against any unit in said Condominium which has not been formally released from the lien of said Mortgage.

X Dated this 6<sup>th</sup> day of August, 1985.

WITNESSES:

SUNPIER, INC.

X *[Signature]*  
X *[Signature]*

By: *[Signature]*  
WILLIAM SCHWAM, President

14 14732345 72 1. 076085  
40 8.00  
TOTAL 9.06 CW

PROVINCE OF ONTARIO

CITY OF Toronto

I HEREBY CERTIFY that on this day personally appeared before me, an officer duly authorized to administer oaths and take acknowledgements, WILLIAM SCHWAM as President of SUNPIER, INC., to me well known to be the person described in and who executed the foregoing instrument and who has acknowledged before me that he has executed the same freely and voluntarily for the purposes therein expressed.

WITNESS my hand and official seal this 6<sup>th</sup> day of August, 1985.

Allen Zeuer  
NOTARY PUBLIC

My Commission is for Life

AUG 7 1 59 PM '85

84169082

0.1 5821 PAGE 1204

DECLARATION OF CONDOMINIUM

OF

LOCH LOMOND ESTATES, A CONDOMINIUM

I.

Submission Statement

The undersigned hereby submits in fee simple the property, hereinafter described, to condominium ownership.

II.

Name

The name by which this condominium is to be identified is LOCH LOMOND ESTATES, A CONDOMINIUM.

III.

Legal Description

Refer to Exhibit "A" attached hereto and incorporated herein by reference.

IV.

Easements

Easements are expressly provided for and reserved in favor of the unit owners, their lessees, their guests and invitees, as follows:

Section 1. Easements are reserved through the condominium property as may be required for utility service in order to serve this specific Condominium, however, such easements shall be only according to the plans and specifications for the building, or as the building is constructed, unless approved in writing by the affected unit owners.

Section 2. In the event that any unit shall encroach upon any of the common elements or upon any other unit for any reason other than the intentional or negligent act of the unit owner, or in the event any common element shall encroach upon any unit, then an easement shall exist to the extent of such an encroachment so long

Condominium Plats pertaining hereto are filed in condominium Plat Bk 78 P.99-101.

RECORDED  
PINEHURST CO., FLORIDA

*Kalvin D. DeBorja*

CLERK CIRCUIT COURT

AUG 13 10 52 AM '84

Hold for: SACRE TOWN  
Gary R. Preston, Esquire

This instrument prepared by:  
RICHARDS, NODINE, CHILKEY, FITE,  
MEYER & THOMPSON, P.A.  
1253 Park Street  
Clearwater, Florida, 33516

LAW OFFICES OF  
RICHARDS, NODINE,  
CHILKEY, FITE,  
MEYER & THOMPSON, P.A.  
CLEARWATER, FLORIDA

01 Cash 11 Cbz  
~~10.00~~ 189.00  
45.00  
43 Int  
Tot 234.00  
BA.

COPY

1204

as the same shall exist.

Section 3. An easement shall exist for pedestrian traffic over, through and across sidewalks, paths, walks, and other portions of the common elements as may be from time to time intended and designated for such purpose and use; and for vehicular and pedestrian traffic over, through and across such portions of the common elements as may from time to time be paved and/or otherwise intended for purposes of ingress, egress and access to the public ways and for such other purposes as are commensurate with need, and such easement or easements shall be for the use and benefit of the unit owners of the condominium property, and those claiming by, through or under the aforesaid unit owners; provided, however, nothing herein shall be construed to give or create in any person the right to park upon any portion of the condominium property except to the extent that space may be specifically designated and assigned for parking purposes.

Section 4. The Association is hereby granted the right to create, convey and grant easements over, across, under and through the condominium property for drainage, utilities or other purposes incidental to or necessary for the operation of the condominium property.

Section 5. The undersigned reserves to itself, its designees, successors and assigns, such easements over, under and upon the condominium property as are necessary for pedestrian purposes and vehicular traffic purposes by the undersigned, its designees, successors and assigns, which easements may be described in the future.

V.

Identification of Units

The units of this condominium are identified by number shown on Exhibit "A" attached hereto and incorporated herein.

VI.

Survey, Plot Plan, and Graphic  
Description of Improvements

The information required by Section 718.104(4)(e) of the

Florida Statutes is contained in Exhibit "A" attached hereto and by reference incorporated herein.

VII.

Percentage of Ownership of Common Elements, Common Surplus and Sharing in Common Expenses

Each unit shall have an undivided 1/37th ownership interest in the common elements and in the common surplus and shall be responsible for an undivided 1/37th share of the common expenses of this condominium.

VIII.

Voting Rights

Each condominium parcel shall be entitled to one vote which shall be cast by the respective unit owner. In the event a unit is owned by more than one owner, the total owners of such unit shall collectively be entitled to cast the only vote attributed to such unit. Voting may be by proxy in accordance with the provisions of the Bylaws of the Condominium Association.

IX.

Amendments

Section 1. Except as otherwise provided herein, this Declaration may be amended at any regular or special meeting of unit owners called and noticed in accordance with the Bylaws, by an affirmative vote of seventy-five per cent of the unit owners present and voting.

Section 2. The provision of Section 1 shall not apply to any amendment attempting to change (a) any condominium unit, (b) voting rights, (c) percentages of owning common elements, or (d) any provision contained herein pertaining to termination. In order to change any of the foregoing by amendment or otherwise, it will be necessary to have the approval of two-thirds of the Board of Directors of the Condominium Association, the affirmative vote of the owners of all units affected, and the joinder in the execution of all record owners of liens on all units affected.

Section 3. All amendments shall be recorded as required by

law.

Section 4. No amendment of this Declaration or of the Bylaws which in any way alters, changes, limits, diminishes, or otherwise affects any institutional mortgagee's position or right as mortgagee of any condominium parcel shall be effective without the joinder of said institutional mortgagee.

Section 5. Notwithstanding anything contained hereinabove or elsewhere, the developer reserves the right to amend this Declaration as to matters of survey as contemplated by Article XXIII hereof, and said amendment need be executed only by the developer.

X.

Association

The name of the Association responsible for the operation of this condominium is LOCH LOMOND ESTATES, INC., a corporation not for profit under the laws of the State of Florida. A copy of the Articles of Incorporation of the Association is attached hereto as Exhibit "B" and by reference incorporated herein.

XI.

Bylaws

The Bylaws of this condominium are set forth in Exhibit "C" attached hereto and by reference incorporated herein.

XII.

Assessments

Section 1. Common expenses, including those required under any management contract, shall be assessed against each condominium parcel owner by the Association as provided in paragraph VII hereof. Assessments shall be due as determined by the Board of Directors of the Association. Assessments and installments thereon paid on or before ten (10) days after the date when due shall not bear interest, but all sums not paid on or before ten (10) days after the date when due shall bear interest at the highest rate allowed by law from the date when due until paid. All payments on account shall first be applied to interest and then to

the assessment payment due. All assessments, including reasonable attorney's fees, interest and other costs to collect the same, shall be secured by a lien against the condominium parcel against which it is made. Such lien shall be effective upon recording in the Public Records of Pinellas County, Florida, a claim of lien stating the description of the parcel, the owner's name, the amount due and date due; the lien shall continue in effect until paid in full. Said lien shall date back to the date of this Declaration and shall be prior to the creation of any homestead status or any subsequent lien or encumbrance, except that said lien shall be subordinate and inferior to that of any institutional first mortgage.

Section 2. If an institutional mortgagee obtains title to a condominium parcel as the result of foreclosure of a first mortgage thereon or by voluntary conveyance in lieu of such foreclosure, said 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 thereof which became due prior to acquisition of title by said mortgagee, unless the share is secured by a claim of lien for assessments that is recorded prior to recording of the foreclosed mortgage. Such unpaid share of common expenses or assessments shall be deemed to be common expenses collectible from all of the owners of condominium parcels, including such acquirer, his successors and assigns.

XIII.

Termination

The unit owners may remove the condominium property from the provisions of the Condominium Act in the manner provided by said Condominium Act, and pursuant to the provisions thereof. The condominium further may be terminated by the affirmative vote of seventy-five per cent of the unit owners, as authorized and provided in paragraph XIV herein.



XIV.

Insurance

The Association, through its Board of Directors, shall purchase an insurance policy insuring the building and improvements erected upon the property, all fixtures and personal property owned in common by the unit owners, against loss or damage by fire and hazards covered by windstorm and extended coverage endorsement; such policy shall be in an amount which shall be equal to the maximum insurance replacement value as determined annually by the insurance carrier, or by the Directors of the Association in the event the carrier fails or refuses to make such determination. The Association shall, if the condominium property be placed in a designated flood area as identified by HUD pursuant to Flood Disaster Protection Act of 1973, obtain the maximum flood insurance provided for by said Act, or in an amount equal to the value of the building if the value of the building is less than the maximum permitted by such Act. The policies shall be purchased in the name of the Association for the benefit of the Association, the unit owners, their mortgagees, as their interests may appear; and provisions shall be made for the issuance of mortgagee endorsements to the mortgagees of the respective units.

All hazard policies purchased to protect buildings shall provide that the word "building" wherever used in the policy shall include, but not be limited to, fixtures, installations or additions comprising that part of the building within the unfinished interior surfaces of the perimeter walls, floors and ceilings of the individual units initially installed or replacements of like kind or quality, in accordance with the original plans and specifications. With respect to the coverage provided for by this paragraph, the unit owners shall be considered as additional insureds under the policy.

In the event of loss, the Association shall use the net insurance proceeds to repair and replace damage to real or personal

property covered by the policy, with any excess to be payable to the unit owners and their mortgagees as their interests may appear. Any reconstruction, repair, or replacement shall be in accordance with the plans and specifications for the original building, except as may be modified to comply with the then current Building Code, said plans being on file with the Building Department of the City of Clearwater, Pinellas County, Florida.

If the insurance proceeds are insufficient to cover the loss, the Association shall levy an assessment against the unit owners in accordance with this Declaration to cover any deficiency.

In the event the common elements are totally destroyed or damaged, or in the event that said common elements are damaged or destroyed in excess of fifty per cent of their then value, the common elements shall nevertheless be rebuilt as heretofore provided, unless seventy-five per cent of all unit owners shall elect within thirty (30) days after notice not to rebuild, in which event the Condominium shall be terminated, the insurance proceeds shall be disbursed to the unit owners and their mortgagees as their interests may appear.

In addition to the above and foregoing insurance, the Association, through its Board of Directors, shall purchase and keep in effect a comprehensive public liability policy, insuring the Association, its Board of Directors, Officers, and unit owners against possible liability arising out of the use of the common elements, units and easements. Said policy shall be in an amount of not less than \$100,000 / \$300,000 personal injury, and \$25,000 property damage.

The Association further shall, if required by State Laws, carry Workmen's Compensation Insurance Policy, which policy will comply with the requirements of the Laws of the State of Florida.

All insurance premiums shall be included and treated as a common expense.

XV.

Common Elements and Appurtenances

There shall pass with the title to each unit as appurtenances thereto those items that are listed in Section 718.106 of the Florida Statutes. The common elements shall include within its meaning those items listed in Section 718.108 of the Florida Statutes and partition or separation of the common elements shall be governed by Section 718.107 of the Florida Statutes. The aforementioned references to the Florida Statutes shall be as said statutes read at the time of recording this Declaration.

XVI.

Parking

Section 1. The Developer shall establish a parking plan and in connection therewith will allocate and assign one (1) parking space to each of the units in the condominium. Those parking spaces designated by the Developer as guest parking spaces shall be used in common by unit owners' guests and invitees, pursuant to reasonable rules and regulations to be adopted from time to time by the Association.

Section 2. All parking assignments made by the Developer shall be noted on the books of the Association and shall be an appurtenance to the unit so designated and a limited common element. The interest of the unit owner in these spaces may be assigned only to a subsequent transferee of the unit.

Section 3. Upon the Developer having completed the parking plan, unit owners agree that they will park in their respective allocated spaces and that such plan shall not be changed or amended except upon the vote of ninety per cent of the unit owners. The parking plan shall not be recorded in the Public Records, but the Association shall keep said plan in its records and make same available to unit owners at all reasonable times.

XVII.

Restrictions

All unit owners, in addition to any other obligation, duty,

right and limitation imposed upon them by this Declaration, the Articles of Incorporation and Bylaws of the Association and the Condominium Act, shall be subject to and agree to abide by the following restrictive covenants which shall be applicable to all unit owners, their families, guests, invitees, tenants and lessees, to wit:

Section 1. No unit shall be used for any purpose other than for residential purposes except that Developer may use any unit or units as a selling aid or as a sales office for the sale of units in this condominium.

Section 2. The common elements and limited common elements shall be used only for the purposes for which they are intended in the furnishing of services and facilities for the enjoyment of the units.

Section 3. No nuisance shall be allowed upon the condominium property or within a unit, nor any use or practice that is the source of annoyance to residents or which interferes with the peaceful possession and proper use of the property by its residents. All parts of the condominium shall be kept in a clean and sanitary condition, and no rubbish, refuse or 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 that will increase the cost of insurance upon the condominium property.

Section 4. No immoral, improper, offensive or unlawful use shall be made of the condominium property or a unit, and all valid laws, zoning ordinances and regulations of all governmental bodies having jurisdiction shall be observed.

Section 5. All unit owners shall keep and maintain their respective units in good condition and repair, and shall promptly pay for all utilities which are separately metered to the unit.

Section 6. Except for name plates of uniform size and design approved by the Board of Directors, no unit owner shall cause any

signs to be posted or affixed to any of the common elements or in any unit in which such sign may be seen from the common elements, except as reserved to the Developer in Article XXIII hereof.

Section 7. Unit owners, their families, guests, invitees, or lessees shall in no way deface, mar, alter, repair or replace any part of the common elements or any balcony or terrace which are not part of the unit, and in which event they shall be liable for damages thereto.

Section 8. All common walkways, hallways, balconies, patios, terraces and passages shall be kept free for their intended use by the unit owners in common, and shall in no event be used as storage areas by the individual unit owners, either on a temporary or permanent basis.

Section 9. No clothing, bedding, or other similar items, shall be dried or aired in any outdoor area, nor shall any such items be hung, dried or aired on any patio, balcony or terrace.

Section 10. All garbage or trash shall be placed in the disposal installations provided for such purposes by the Association.

Section 11. All occupants of units shall exercise extreme care about making noises, or the use of musical instruments, radios, televisions and amplifiers that may tend to disturb other occupants.

Section 12. No occupant shall play upon, or suffer to be played upon, any musical instrument, or permit to be operated a phonograph or radio loud speaker in such occupant's unit between the hours of 11:00 o'clock P.M. and the following 9:00 o'clock A.M., if the same disturb or annoy other occupants of the building.

Section 13. No unit in this condominium shall be permanently occupied by more than two individuals per bedroom. For purposes of this subsection, individuals shall be defined as members or members' approved lessees.

Section 14. No "For Sale" or "For Rent" signs or other displays or advertising shall be maintained on any part of the common

elements, limited common elements, or units, except that the right is specifically reserved in the Developer to place and maintain "For Sale" or "For Rent" signs in connection with any unsold or unoccupied unit it may from time to time own, and the same right is reserved to any institutional first mortgagee which may become the owner of a unit, and to the Association as to any unit which it may own.

Section 15. No trucks (except vans used as a primary family vehicle) or other commercial vehicle shall be parked in any parking space except with the written consent of the Board of Directors of the Association, except such temporary parking spaces provided for the purpose as may be necessary to effectuate deliveries to the condominium, the Association, or unit owners, or residents. Campers, recreation vehicles and boat trailers may be parked temporarily, not to exceed three (3) days. Thereafter, Association approval from the Board of Directors must be obtained.

Section 16. Until the Developer has completed all of the contemplated improvements and closed the sale of all of the units of the condominium, neither the unit owners nor the Association, nor any use of the condominium property shall interfere with the completion of the contemplated improvements and the sale of the units. Developer may make such use of the unsold units, common elements and common areas, as may facilitate such completion and sale, including, but not limited to, maintenance of a sales office, showing of the property, and the display of signs.

Section 17. Pets shall be limited to dogs and cats that can be easily carried in the common areas, and shall be limited to one (1) pet per unit, and such pets shall at all times outside the unit be on a leash.

The above and foregoing restrictive covenants shall only be amended in the manner as provided for the amendment of this Declaration. The Association shall have the right to make and amend reasonable rules and regulations, in addition to these re-

restrictions, respecting the use of the property in the condominium as is provided for in its Articles of Incorporation.

XVIII.

Sale and Leasing of Condominium Parcels

Section 1. Sales. A unit owner may sell, convey or transfer a unit without the approval of the Association.

Section 2. Leasing. Units may be rented provided the occupancy is only by the Lessee, his family and guests. No rooms may be rented, nor shall any lease of any unit release or discharge the owner thereof from compliance with any of his obligations and duties as a unit owner. All of the provisions of this Declaration, and Bylaws, and the Rules and Regulations of the Association pertaining to use and occupancy shall be applicable and enforceable against any person occupying a unit as a tenant to the same extent as against a unit owner, and a covenant upon the part of each such tenant to abide by the Rules and Regulations of the Association, and the terms and provisions of the Declaration of Condominium and Bylaws, and designating the Association as the unit owner's agent for the purpose of and with the authority to terminate any such lease agreement in the event of violations by the tenant of such covenant shall be an essential element of any such lease or tenancy agreement, whether oral or written, and whether specifically expressed in such agreement or not.

XIX.

Unit Boundaries

Each unit shall include that part of the building containing the unit that lies within the following boundaries:

Section 1. The upper and lower boundaries of a unit shall be the following boundaries extended to an intersection with the perimetrical boundaries:

- (a) Upper Boundary. The horizontal planes of the undecorated finished ceiling.
- (b) Lower Boundary. The horizontal planes of the un-

decorated finished floor.

Section 2. The perimetrical boundaries of the unit shall be the vertical planes of the undecorated finished interior of the walls bounding the unit extended to an intersection with each other and with the upper and lower boundaries.

Section 3. Any open balcony, patio and terrace serving a unit shall be considered a limited common element for the exclusive use of the unit owner and shall not be considered part of the unit.

XX.

Maintenance, Alteration and Improvement

Responsibility for the maintenance of the condominium property and restrictions upon the alteration and improvement thereof shall be as follows:

Section 1. Units.

(a) By the Association. The Association shall maintain, repair and replace at the Association's expense:

(1) All portions of a unit, except interior surfaces, contributing to the support of the condominium building, which portions shall include but not be limited to load bearing columns, floors and walls, including all conduits, ducts, plumbing, wiring and other facilities for the furnishing of utility services (i.e., electric power, cold water and sewer disposal), and all such facilities contained within a unit which service part or parts of the condominium property other than the unit within which contained.

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

(3) All owners shall be responsible for their proportionate share of the common expenses for the entire condominium common elements.

(b) By the unit owner. The responsibility of the owner shall be as follows:

(1) To maintain, repair and replace at his expense



all portions of his unit except the portions to be maintained, repaired and replaced by the Association, including all windows, screens and glass, doors and carpeting, and all kitchen equipment, heating and air conditioning equipment, whether contained inside or outside a unit, and hot water heater, together with electrical and plumbing elements associated thereto, and any other contents of the unit, including all nonsupporting walls and partitions. Any maintenance, repair work or replacement done by a unit owner to windows, screens, glass or exterior doors pursuant to this paragraph shall conform to the existing design, color and quality of material replaced or repaired.

(2) Not to paint or otherwise decorate or change the appearance of any portion of the exterior of the condominium building, including, but not limited to, balconies, patios or terraces.

(3) To promptly report to the Association any defects or need for repairs if the responsibility for the remedying is that of the Association.

(c) Alteration and improvement. Except as elsewhere reserved to Developer, neither an owner nor the Association shall make any major modifications in the portions of any unit or make any alterations in any portions of 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, soundness or architectural appearance of the condominium building and easement, without first obtaining approval in writing of owners of all units in which such work is to be done, the approval of seventy-five per cent of the record owners of other units, and the approval of the Board of Directors of the Association. A copy of plans for all of such work prepared by an architect licensed to practice in this State shall be filed with the Association. However, this Section shall not apply to repairs which are authorized to be made by the Association as re-

flected in Section 1, paragraph (a), hereof.

Section 2. Common elements and limited common elements.

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

(b) By the unit owner. Notwithstanding the prior paragraph, each unit owner shall be responsible for the interior maintenance of his storage room and periodic sweeping and cleaning of his open balcony and terrace.

(c) Alteration and improvement. After the completion of the improvements included in the limited and common elements which are contemplated by this Declaration, there shall be no material alteration or substantial additions to the limited and common elements without prior approval of seventy-five per cent of the record owners of all the units.

XXI.

Compliance and Default

Each owner shall be governed by and shall comply with the terms of the Declaration of Condominium, its Exhibits and the Regulations adopted pursuant thereto and said documents and regulations as they may be amended from time to time. Failure of owner to comply therewith shall entitle the Association or other unit owners to the relief provided under the Condominium Act, and to other relief legally available.

Section 1. Negligence. Any 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, or by his or her guests, employees or lessees, but only to the extent that such expense is 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 interest or its appurtenances, or of the common elements.

Section 2. Costs and Attorneys' Fees. In any proceeding arising because of an alleged failure of owner to comply with the terms of the Declaration, its Exhibits or regulations adopted pursuant thereto, as said documents and regulations 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.

Section 3. No Waiver of Rights. The failure of the Association or the owner to enforce any covenant, restriction or other provision of the Condominium Act, this Declaration, its Exhibits or the Regulations adopted pursuant thereto, shall not constitute a waiver of the right to do so thereafter.

XXII.

Covenants Running With the Land

All of the provisions of this Declaration of Condominium, its Exhibits, and the Rules and Regulations, as the same may be amended from time to time, shall be construed to be covenants running with the land, and every condominium parcel owner or tenant, his heirs, executors, administrators, successors and assigns, shall be bound by all of the provisions contained therein.

XXIII.

Reservation of Rights to Developer

Notwithstanding anything to the contrary herein, Developer shall have the right to transact, on the condominium property, any business necessary to consummate the sale of units in this condominium, including, but not limited to, the right to maintain models and sales office, have signs, employees in the office, use of the common elements and to show units. Sales office and model furniture shall not be considered common elements and shall remain the property of the Developer. In the event there are unsold units, the Developer retains the right to own parcels under the same terms and conditions as other owners.

Developer reserves the right to change the interior design and

arrangement of all units, and to alter the boundaries between units, so long as the interest of the developer has not been sold. No such change shall increase the number of units nor alter the boundaries of the common elements nor the boundaries of any units in which the interest of the Developer has been sold, without amendment to this Declaration in the manner required herein. If more than one (1) unit is concerned, the Developer may apportion between the units the share in the common elements which are appurtenant to the units concerned. Any amendment to this Declaration reflecting such alteration of apartment plans or completion of improvements and additions by Developer, as mentioned hereafter, need be signed and acknowledged only by the Developer and need not be approved whether or not elsewhere required.

The Developer, pursuant to Section 718.116(8), Florida Statutes, shall be excused from payment of its share of common expenses and assessments for those units owned by it during the period of time that it guarantees the assessments for common expenses of the condominium imposed upon the unit owners, other than the Developer, shall not increase over a stated amount for a stated period of time per unit and obligates itself to pay any amount of common expenses incurred during that period and not reduced by the assessments by the guaranteed level receivable from other unit owners. As further set forth in the Estimated Annual Operating Budget attached as Exhibit 4 to the Prospectus, the Developer has guaranteed that the assessments for the common expenses of the condominium imposed upon the unit owners shall not exceed the sum of \$45.00 per month per unit for the initial year of operation of the condominium commencing from the time a certificate of occupancy is issued on the first condominium unit.

The Developer retains the right to complete construction of improvements and additions to the common elements in compliance with its plans and specifications for this development.

LAW OFFICES OF  
RICHARD NIXON  
GUYEN, P.C.  
MEYER & THOMAS, P.A.  
CLEARWATER, FLORIDA

The Developer reserves the right to create and grant easements over, under, across and through the real property hereby submitted to condominium ownership for drainage, utilities or other incidental purposes as may be required for the operation of the condominium property and/or required by local governmental authorities; provided that those easements may not unreasonably interfere with the enjoyment of the condominium property.

The Developer reserves the right to submit additional property to condominium ownership as a part of this condominium which property presently abuts the condominium property and which the Developer presently owns and may not be required to convey to the City of Dunedin for right-of-way purposes.

Notwithstanding anything else contained in this Declaration to the contrary, this paragraph XXV may not be amended without the written consent of the Developer as long as it owns units in this condominium.

THIS DECLARATION for the Creation and Establishment of LOCH LOMOND ESTATES, A CONDOMINIUM, including exhibits attached hereto, is made and entered into and submitted this 8<sup>th</sup> day of AUGUST, A.D. 1984, by Barrie Town, Inc. as Developer.

Witnesses:

Teresa M. Mueller  
Cary Furt  
Teresa M. Mueller  
Cary Furt

BARRIE TOWN, INC.

By Donald Wallace  
Donald Wallace, President

Attest Donald Wallace  
Donald Wallace, Secretary

STATE OF FLORIDA  
COUNTY OF PINELLAS

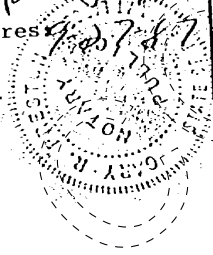
I HEREBY CERTIFY that this day in the next above named State and County before me, an officer duly authorized and acting, personally appeared DONALD WALLACE, as President and Secretary of BARRIE TOWN, INC., a corporation under the Laws of the State of Florida, to me known to be the person described in and who executed the foregoing Declaration of Condominium and who acknowledged then and there before me that he executed

LAW OFFICES OF  
RICHARD D. DICK  
GUY FORT  
MILWAUKEE BUILDING & PA  
CLEARWATER FLORIDA

the same as such officers of the corporation for the purposes therein expressed; and that he affixed thereto the official seal of said corporation; and that the said agreement is the act and deed of said corporation.

WITNESSES my hand and official seal this 8th day of August, A.D. 1984.

*Carol R. King*  
Notary Public  
My Commission Expires 9-20-87



UNOFFICIAL

LAW OFFICES OF  
RICHARD S. KING  
ONE EIGHT FIVE  
MYER & THOMPSON L.A.  
CLEARWATER FLORIDA

GRP/tmm

JOINDER OF MORTGAGEE  
IN  
DECLARATION OF CONDOMINIUM  
OF  
LOCH LOMOND ESTATES, A CONDOMINIUM

The undersigned owner and holder of a promissory note secured by a Mortgage, recorded in O.R. Book 5692, at Page 654, of the Public Records of Pinellas County, Florida, encumbering real property described in the foregoing Declaration of Condominium for Loch Lomond Estates, a Condominium, hereby joins in the making of the Declaration and agrees that the lien of said Mortgage shall be subordinate to the use rights of unit owners in the Condominium. This provision shall not limit the right of the undersigned to foreclose against any unit in said Condominium which has not been formally released from the lien of said Mortgage.

Dated this 4th day of May, 1984.

WITNESSES:

Margaret Inlivi  
Laura Stevel

THE MUNICIPAL SAVINGS AND  
LOAN CORPORATION

By Douglas B. Cherry c/s  
Senior Vice-President  
and General Manager

PROVINCE OF ONTARIO  
CITY OF BARRIE

I HEREBY CERTIFY that on this day personally appeared before me, an officer duly authorized to administer oaths and take acknowledgements, DOUGLAS B. CHERRY, as Senior Vice-President and General Manager of THE MUNICIPAL SAVINGS AND LOAN CORPORATION, to me well known to be the person described in and who executed the foregoing instrument and who has acknowledged before me that he has executed the same freely and voluntarily for the purposes therein expressed.

WITNESS my hand and official seal this 4th day of  
May, 1984.

Brian P. Philbrook  
Notary Public  
Brian P. Philbrook.  
My Commission ~~Expires~~ is for life.



JOINDER OF MORTGAGEE  
IN  
DECLARATION OF CONDOMINIUM  
OF  
LOCH LOMOND ESTATES, A CONDOMINIUM

The undersigned owner and holder of a promissory note secured by a Mortgage, recorded in O.R. Book 5692, at Page 665, of the Public Records of Pinellas County, Florida, encumbering real property described in the foregoing Declaration of Condominium for Loch Lomond Estates, a Condominium, hereby joins in the making of the Declaration and agrees that the lien of said Mortgage shall be subordinate to the use rights of unit owners in the Condominium. This provision shall not limit the right of the undersigned to foreclose against any unit in said Condominium which has not been formally released from the lien of said Mortgage.

Dated this 25<sup>th</sup> day of April, 1984.

WITNESSES:

Suzanne K. Bryant  
Rosa Emmi

Louise R. McLean  
LOUISE R. McLEAN, individually  
and as Successor Personal  
Representative of the Estate  
of Frank T. Hicks, Jr.

Suzanne K. Bryant  
Rosa Emmi

Madaline J. Hicks  
MADALINE J. HICKS

STATE OF FLORIDA )  
COUNTY OF PINELLAS )

I HEREBY CERTIFY that on this day personally appeared before me, an officer duly authorized to administer oaths and take acknowledgements, LOUISE R. McLEAN, individually and as Successor Personal Representative of the Estate of Frank T. Hicks, Jr., to me well known to be the person described in and who executed the foregoing instrument and who has acknowledged before me that she has executed the same freely and voluntarily for the purposes therein expressed.

WITNESS my hand and official seal this 25<sup>th</sup> day of April, 1984.

My Commission Expires

Suzanne K. Bryant  
Notary Public  
NOTARY PUBLIC, STATE OF FLORIDA  
MY COMMISSION EXPIRES JUNE 22 1986  
CORDED THRU GENERAL REG. UNDERWRITERS

STATE OF FLORIDA )  
COUNTY OF PINELLAS )

I HEREBY CERTIFY that on this day personally appeared before me, an officer duly authorized to administer oaths and take acknowledgements, MADALINE J. HICKS, to me well known to be the person described in and who executed the foregoing instrument and who has acknowledged before me that she has executed the same freely and voluntarily for the purposes therein expressed.

WITNESS my hand and official seal this 25<sup>th</sup> day of April, 1984.  
My Commission Expires

Suzanne K. Bryant  
Notary Public  
NOTARY PUBLIC, STATE OF FLORIDA  
MY COMMISSION EXPIRES JUNE 22 1986  
CORDED THRU GENERAL REG. UNDERWRITERS

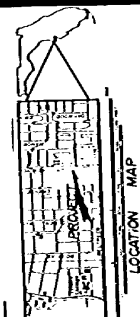


THIS DOCUMENT OR A PORTION OF THIS DOCUMENT IS OF POOR QUALITY AND MAY BE ILLEGIBLE.

REV. 2/20/86  
REV. 3/10/84  
REV. 7/8/84  
REV. 8/6/84

**LOCH LOMOND ESTATES, A CONDOMINIUM**  
SECTION 34, TOWNSHIP 28 SOUTH, RANGE 15 EAST  
City Of Dunedin, Pinellas County, Florida.

**LEGAL DESCRIPTION**  
A PART OF THE EAST 1/4 OF THE NORTHEAST 1/4, OF THE SECTION 34, TOWNSHIP 28 SOUTH, RANGE 15 EAST, PINELLAS COUNTY, FLORIDA, AND MORE PARTICULARLY DESCRIBED AS THE NORTHEAST 1/4 OF SECTION 34, 1,207.57 FEET TO A POINT, THENCE N. 89°20'30" W., 40.00 FEET TO THE POINT OF BEGINNING, THENCE S. 00°11'25" E., 443.68 FEET, THENCE N. 89°20'30" W., 242.00 FEET, THENCE S. 00°11'25" E., 197.56 FEET, THENCE S. 89°20'30" W., 150.49 FEET TO THE POINT OF BEGINNING, AND ALL CASEMENTS OF RECORD, 106,106.16 SQUARE FEET OR 2.436 ACRES MORE OR LESS. SUBJECT TO ANY AND ALL EASEMENTS OF RECORD.

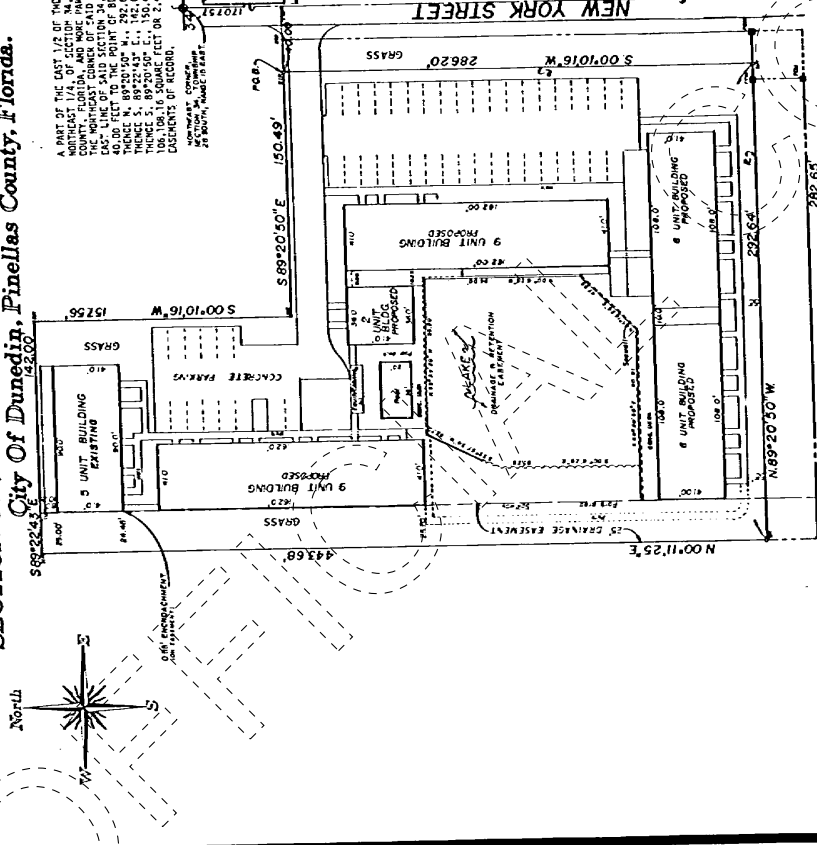


**CONDOMINIUM PLAN**  
This plan shows the layout of the units, common areas, and other features of the condominium. It is subject to the provisions of the Florida Condominium Act and the rules of the Florida Board of Building and Code Officials.

*John S. Kelly*  
Professional Engineer  
No. 12345  
State of Florida

4.15821 PAGE 1225.5

SHEET 1 of 1

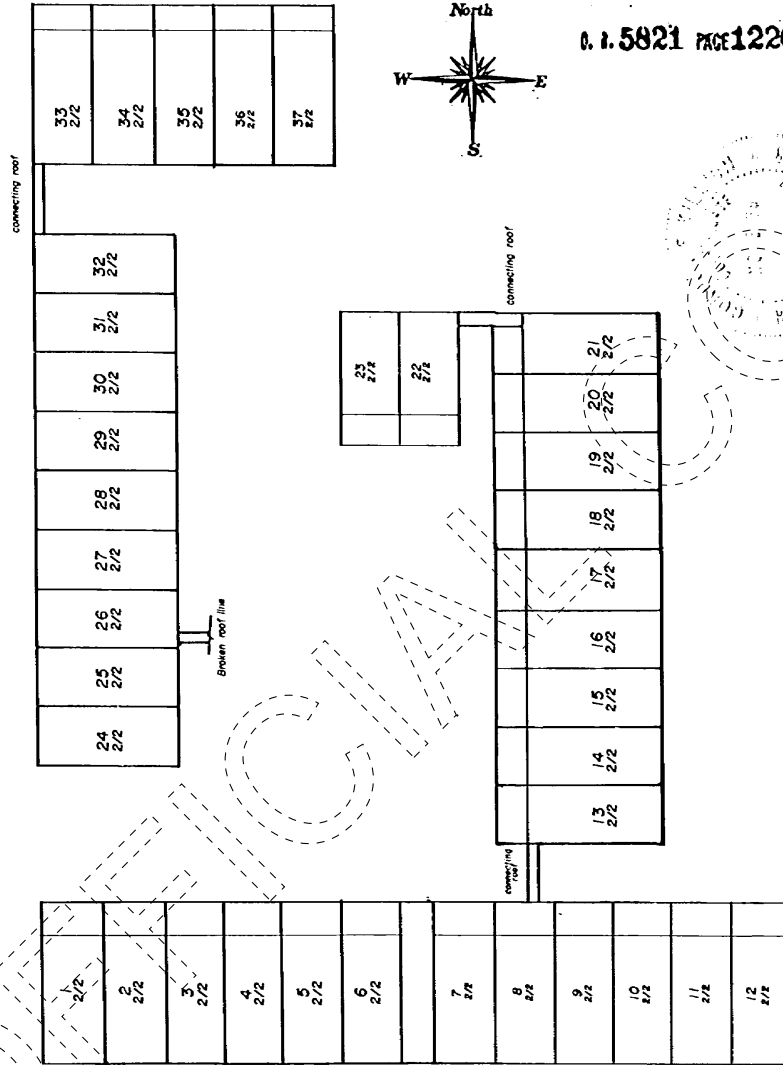


LYNHURST STREET  
PLOT PLAN 1" = 40'

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

**LOCH LOMOND ESTATES, A CONDOMINIUM**  
 SECTION 34, TOWNSHIP 28 SOUTH, RANGE 15 EAST  
 City Of Dunedin, Pinellas County, Florida.

REV. 2/20/84  
 REV. 8/6/84



0.1.5821 PAGE 1226

SHEET 2 of 3

CONSTRUCTION SERVICES, INC.  
 1111 15th St. S.W.  
 ATLANTA, GA 30334

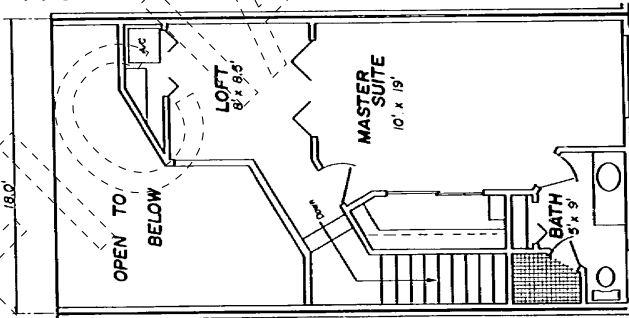
UNIT DESIGNATION & LAYOUT 1" = 20'

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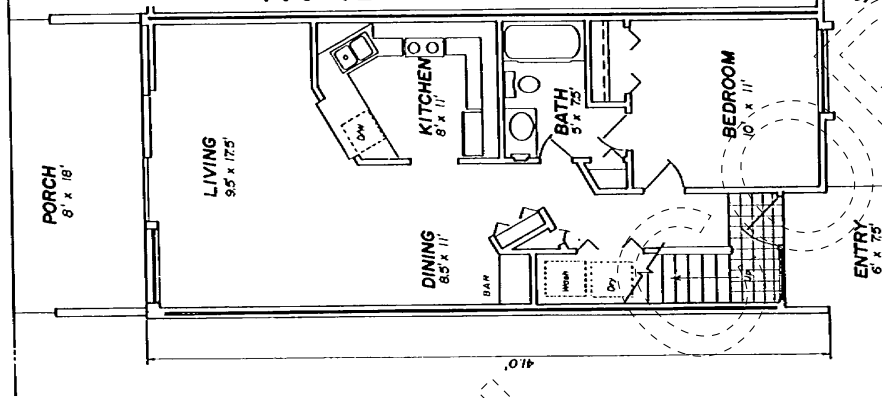
**LOCH LOMOND ESTATES, A CONDOMINIUM**  
 SECTION 34, TOWNSHIP 28 SOUTH, RANGE 15 EAST  
 City Of Dunedin, Pinellas County, Florida.

REV. 4/9/04

**SECOND FLOOR PLAN**  
 FLOOR ELEVATION - 28.33' CEILING - 36.33'



**FIRST FLOOR PLAN**  
 FLOOR ELEVATION 19.5' CEILING 27.5'



SHEET 3 OF 3

CONCRETE CONSTRUCTION, INC.  
 1101 15th St. S.W.  
 Tallahassee, FL 32310

0. 1. 5821 PAGE 1227

ARTICLES OF INCORPORATION  
OF  
LOCH LOMOND ESTATES, INC.

The undersigned by these Articles associate themselves for the purpose of forming a corporation not for profit under Chapter 617, Florida Statutes, and certify as follows:

I.

Name

The name of the corporation shall be LOCH LOMOND ESTATES, INC. For convenience the corporation shall be referred to in this instrument as the Association.

II.

Purpose

2.1 The purpose for which the Association is organized is to provide an entity pursuant to the Florida Condominium Act, which is Chapter 718, Florida Statutes, for the operation of LOCH LOMOND ESTATES, A CONDOMINIUM, according to Declaration of Condominium now or hereafter recorded in the Public Records of Pinellas County, Florida, located upon lands in Pinellas County, Florida.

2.2 The Association shall make no distributions of income to its members, directors or officers.

III.

Power

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

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

3.2 The Association shall have all of the powers and duties set forth in the Condominium Act, these Articles and the Declaration of Condominium, and all of the powers and duties reasonably necessary to operate the condominium pursuant to the

Declaration as may be amended from time to time, including but not limited to the following:

a. To make and collect assessments against members as apartment owners to defray the costs, expenses and losses of the condominium, and to account to each member for assessments against that member's apartment.

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

c. The maintenance, repair, replacement and operation of the property of the condominium, including easements.

d. The purchase of insurance upon the property of the condominium and insurance for the protection of the Association and its members as apartment owners.

e. The reconstruction of improvements after casualty and the further improvement of the property.

f. To make and amend reasonable rules and regulations respecting the use of the property in the condominium, other than the restrictions contained in the Declaration of Condominium; provided, however, that all such regulations and their amendments shall be approved by not less than seventy-five per cent of the votes of the entire membership of the Association before such shall become effective.

g. To enforce by legal means the provisions of the Condominium Act, the Declaration of Condominium, these Articles, the Bylaws of the Association and the Regulations for the use of the property in the condominium.

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

tion for such purposes. The Association and its officers shall, however, retain at all times the powers and duties granted by the condominium documents and the Condominium Act, including but not limited to the making of assessments, promulgation of rules and execution of contracts on behalf of the Association.

i. To employ personnel to perform the services required for proper operation of the condominium.

j. In no event shall the members of a particular condominium be charged with any portion of the expenses for any other condominium, but shall be charged only for the expenses of their particular condominium and their equitable share of the expenses of any common elements, easements, recreational facilities, or other areas used in common by more than one condominium.

3.3 All funds and titles of all properties acquired by the Association and their proceeds shall be held in trust for the members of the condominium in accordance with the provisions of the Declaration of Condominium, these Articles of Incorporation, and the Bylaws.

#### IV.

##### Members

4.1 The members of the Association shall consist of all of the record owners, by deed or otherwise, of condominium apartments in LOCH LOMOND ESTATES, A CONDOMINIUM; and after termination of the condominium shall consist of those who are members at the time of such termination and their successors and assigns.

4.2 Change of membership in the Association shall be established, after receiving approval of the Association, if the same is required by the Declaration of Condominium, by recording in the Public Records of Pinellas County, Florida, a deed, or other instrument establishing a record title to the apart-

ment in the condominium and the delivery to the Association of a copy of such instrument. The owner designated by such instrument thus becomes a member of the Association and the membership of the prior owner is terminated.

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

4.4 The owner of each apartment shall be entitled to one vote as a member of the Association. The manner of exercising voting rights shall be determined by the Bylaws of the Association.

4.5 The terms "apartment" and "apartment owners" or "owners" shall have the same meaning as "unit" or "owner" as same are defined in the Condominium Act.

4.6 The Developer shall be a member of the Association and shall be allowed one (1) vote for each unit owned by the Developer.

V.  
Directors

5.1 The affairs of the Association will be managed by a Board consisting of the number of directors determined by the Bylaws, but not less than three directors, and in the absence of such determination shall consist of three directors. Directors need not be members of the Association.

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

5.3 When unit owners, other than the Developer, own fifteen per cent (15%) or more of the units that will be operated by the Association, the unit owners, other than the Developer, shall be entitled to elect not less than one-third (1/3) of the members of the Board of Directors. The unit owners, other than

the Developer, shall be entitled to elect not less than a majority of the members of the Board of Directors after the first of the following occurs: (a) three (3) years after sales by the Developer have been closed on at least fifty per cent (50%) of the units to be operated by the Association; (b) three (3) months after sales have been closed by the Developer of ninety per cent (90%) of the units that will be operated by the Association; or (c) when all of the units that will be operated by the Association have been completed and when all of the units that Developer intends to offer for sale in the ordinary course of business have been sold. The Developer shall be entitled to elect at least one (1) member of the Board of Directors as long as the Developer holds for sale in the ordinary course of business five per cent (5%) of the units in a condominium operated by the Association.

5.4 Within sixty (60) days after unit owners, other than the Developer, are entitled to elect a member or members of the Board of Directors the Association shall call and give not less than thirty (30) days nor more than forty (40) days' notice of a meeting of the unit owners for the purpose of electing these members.

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

<u>Names</u>	<u>Addresses</u>
Donald Wallace	817 Willowbranch Avenue Clearwater, Florida
David Mortell	112 Bayfield Street Barrie, Ontario, Canada
Philip Dangerfield	2036 Sunset Grove Lane Clearwater, Florida

VI.

Officers

The affairs of the Association shall be administered by the



officers designated in the Bylaws. The officers shall be elected by the Board of Directors at its first meeting following the annual meeting of the members of the Association and shall serve at the pleasure of the Board of Directors. The names and addresses of the Officers who shall serve until their successors are designated by the Board of Directors are as follows:

President	Donald Wallace	817 Willowbranch Avenue Clearwater, Florida
Vice President	David Mortell	112 Bayfield Street Barrie, Ontario, Canada
Secretary	Philip Dangerfield	2036 Sunset Grove Lane Clearwater, Florida
Treasurer	David Mortell	112 Bayfield Street Barrie, Ontario, Canada

VII.

Registered Agent and Office

The street address of the initial registered office of the Association shall be 817 Willowbranch Avenue, Clearwater, Florida. The initial registered agent for the Association at the above address shall be Donald Wallace.

VIII.

Indemnification

Every director and every officer of the Association shall be indemnified by the Association against all expenses and liabilities, including counsel fees, reasonably incurred by or imposed upon him in connection with any proceeding or settlement of any proceeding to which he may be a party or in which he may become involved by reason of his being or having been a director or officer of the Association, whether or not he is a director or officer at the time such expenses are incurred, except when the director or officer is adjudged guilty of willful misfeasance or malfeasance in the performance of his duties; provided that in the event of a settlement the indemnification shall apply only when the Board of Directors approves such settlement and reimbursement as being for the best interest of the Association. The foregoing

right of indemnification shall be in addition to and not exclusive of all other rights to which such director or officer may be entitled.

IX.

Bylaws

The first Bylaws of the Association shall be adopted by the Board of Directors and may be altered, amended or rescinded in the manner provided by the Bylaws.

X.

Amendments

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

10.1 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.

10.2 A resolution for the adoption of a proposed amendment may be proposed either by the Board of Directors or by the members of the Association. Directors and members not present in person or by proxy at the meeting considering the amendment may express their approval in writing, providing such approval is delivered to the secretary at or prior to the meeting. Except as elsewhere provided:

a. Such approvals must be by not less than seventy-five per cent of the entire membership of the Board of Directors and by not less than fifty-one per cent of the votes of the entire membership of the Association; or

b. By not less than seventy-five per cent of the votes of the entire membership of the Association.

10.3 Provided, however, that no amendment shall make any changes in the qualifications for membership nor the voting rights of members, nor any change in Section 3.3 of paragraph III, without approval in writing by all members and the joinder of all owners of mortgages upon the condominium. No amendment shall be

made that is in conflict with the Condominium Act or the Declaration of Condominium. No amendment shall be made without the written approval of the Developer if such amendment shall cause an assessment of the Developer as a unit owner for capital improvements, constitute an action that would be detrimental to the sales of the units by the Developer, or any other such action which would inhibit, impair or otherwise preclude the rights reserved to the Developer by virtue of the Declaration of Condominium.

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

XI.

Term

The term of the Association shall be perpetual.

XII.

Subscribers

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

<u>Names</u>	<u>Addresses</u>
Donald Wallace	817 Willowbranch Avenue Clearwater, Florida
Philip Dangerfield	2036 Sunset Grove Lane Clearwater, Florida
David Mortell	112 Bayfield Street Barrie, Ontario, Canada

IN WITNESS WHEREOF, the undersigned have affixed their signatures this 4<sup>th</sup> day of April, A.D. 1984.

Donald Wallace  
Donald Wallace

Philip Dangerfield  
Philip Dangerfield

David Mortell  
David Mortell

LAW OFFICES OF  
RICHARD F. ROSE  
GUY FITE  
MEYER & THOMPSON  
CLEARWATER, FLORIDA

STATE OF FLORIDA  
COUNTY OF PINELLAS

BEFORE ME, the undersigned authority, personally appeared DONALD WALLACE, who, after being duly sworn, acknowledged that he executed the foregoing Articles of Incorporation for the purposes expressed in such Articles this 4<sup>th</sup> day of April, A.D. 1987.

Carly R. King  
Notary Public  
My Commission Expires: 9-27-87

STATE OF FLORIDA  
COUNTY OF PINELLAS

BEFORE ME, the undersigned authority, personally appeared PHILIP DANGERFIELD, who, after being duly sworn, acknowledged that he executed the foregoing Articles of Incorporation for the purposes expressed in such Articles this 4<sup>th</sup> day of April, A.D. 1987.

Carly R. King  
Notary Public  
My Commission Expires:

STATE OF FLORIDA  
COUNTY OF PINELLAS

BEFORE ME, the undersigned authority, personally appeared DAVID MORTELL, who, after being duly sworn, acknowledged that he executed the foregoing Articles of Incorporation for the purposes expressed in such Articles this 4<sup>th</sup> day of April, A.D. 1987.

Carly R. King  
Notary Public  
My Commission Expires: 9-27-87

LAW OFFICES OF  
RICHARD TEGGE  
GENEV FITE  
MEYER & THOMAS, P.A.  
CLEARWATER FLORIDA

GRP:cae  
#6706B

CERTIFICATE DESIGNATING PLACE OF BUSINESS OR DOMICILE FOR THE SERVICE OF PROCESS WITHIN THIS STATE, NAMING AGENT UPON WHOM PROCESS MAY BE SERVED.

In pursuance of Chapter 48.091, Florida Statutes, the following is submitted, in compliance with said Act:

First--That LOCH LOMOND ESTATES, INC.

desiring to organize under the laws of the State of Florida with its principal office, as indicated in the articles of incorporation at City of Clearwater, County of Pinellas, State of Florida has

named DONALD WALLACE

located at 817 Willowbranch Avenue  
(street address and number of building,  
Post Office Box address not acceptable)

City of Clearwater, County of Pinellas, State of Florida, as its agent to accept service of process within this state.

ACKNOWLEDGEMENT: (MUST BE SIGNED BY DESIGNATED AGENT)

Having been named to accept service of process for the above stated corporation, at place designated in this certificate, I hereby accept to act in this capacity, and agree to comply with the provision of said Act relative to keeping open said office.

By Donald Wallace  
DONALD WALLACE  
(REGISTERED AGENT)

BYLAWS  
OF  
LOCH LOMOND ESTATES, INC.

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

I.

Identity

Section 1. These are the Bylaws of LOCH LOMOND ESTATES, INC., called Association by these Bylaws, a corporation not for profit under the Laws of the State of Florida, the Articles of Incorporation of which were filed in the office of the Secretary of State on August 9, A.D. 1984. The Association has been organized for the purpose of administering LOCH LOMOND ESTATES, A CONDOMINIUM, pursuant to Chapter 718, Florida Statutes, called the Condominium Act in these Bylaws, which condominium is identified by the name LOCH LOMOND ESTATES, A CONDOMINIUM, and is located upon the lands described in the Declaration of Condominium.

Section 2. The office of the Association shall be at 817 Willowbranch Drive, Clearwater, Pinellas County, Florida, 33516.

Section 3. The Association shall operate upon the calendar year beginning on the 1st day of January and ending on the 31st day of December of each year. The Board of Directors is expressly authorized to change from a calendar year basis to a fiscal year basis whenever deemed expedient and for the best interests of the Association.

Section 4. The seal of the Association shall bear the name of the Association, the word "Florida," and the words "Corporation not for profit" and the year of incorporation, an impression of which is as follows:

II.

Definitions

Section 1. All words, phrases, names and terms used in these Bylaws, the Declaration of Condominium, the Articles of Incorporation of the Condominium Association, and Exhibit "A" attached to said Declaration shall have the same meaning and be used and defined the same as they are in the Condominium Act unless the context of said instruments otherwise requires.

III.

The Association

Section 1. Members. The owners of the condominium parcels shall be the members of this Association.

a. Any legal entity capable of ownership of real property under the Laws of Florida shall be eligible for membership.

b. Any legal entity, upon acquiring title to a condominium parcel, shall thereby become a member of the Association; and upon the conveyance or transfer of said ownership, said owner's membership in the Association shall automatically cease.

Section 2. Place of Meetings. Meetings of the membership shall be held at the principal office or place of business of the Association, or at such other suitable place convenient to the membership as may be designated by the Board of Directors.

Section 3. Annual Meetings. The annual meeting of the Association shall be held on such date and at such time and place as may be set by the Board of Directors from time to time, provided, there shall be an annual meeting every calendar year and no later than thirteen (13) months from the previous annual meeting. At the annual meeting the members shall elect directors and may transact such business of the Association as may properly come before them.

Section 4. Special Meetings. Special meetings of the members may be called by the President and shall be called by the President or Secretary at the request in writing of the Board of Direc-

tors or at the request in writing of ten (10) members. Such requests shall state the purpose or purposes of the proposed meeting. However, until the Developer has relinquished control of the Association, no special meeting shall be called or convened except with the consent and approval of the Developer.

Section 5. Notice of Meetings. It shall be the duty of the Secretary to mail a notice of each annual or special meeting, stating the purpose thereof as well as the time and place where it is to be held, to each member of record, at his address as it appears on the membership books of the Association, and if no such address appears, at his last known place of address, at least fourteen days for an annual meeting and five days for a special meeting, prior to such meeting, and for annual meetings the post office certificate of mailing shall be retained as proof of such mailing. The mailing of a notice in the manner provided in this Section shall be considered notice served.

Section 6. Minutes. Minutes of all meetings shall be kept in businesslike manner and available for inspection by unit owners and Board members at all reasonable time.

Section 7. Majority of Owners. As used in these Bylaws, a "majority of owners" shall consist of that number that shall exceed fifty per cent thereof.

Section 8. Quorum. Except as otherwise provided in these Bylaws, the presence in person or by proxy of a "majority of owners" as defined in Section 7 of this paragraph, shall constitute a quorum.

Section 9. Adjourned Meetings. If any meeting of members cannot be organized because a quorum has not attended, the members who are present, either in person or by proxy, may adjourn the meeting to a time not later than ten (10) days from the time the original meeting was called, and hold the meeting adjourned, without additional notice, provided that a quorum can be obtained for such meeting.



Section 10. Voting. At every meeting of the members, the owner or owners of each unit, or combination of units, either in person or by proxy, shall have the right to cast one vote as set forth in the Declaration. The vote of the majority of those present, in person or by proxy, shall decide any question brought before such meeting, unless the question is one upon which, by express provision of statute, or of the Declaration of Condominium, or of the Articles of Incorporation, or of these Bylaws, a different vote is required, in which case such express provision shall govern and control. If a unit is owned by more than one person, the person entitled to cast the vote for the unit shall be designated by a certificate signed by all of the record owners of the unit according to the roster of unit owners and filed with the Secretary of the Association. If a unit is owned by a corporation, the person entitled to cast the vote for the unit shall be designated by a certificate signed by the president or vice president and attested by the secretary or assistant secretary of the corporation and filed with the Secretary of the Association. Those certificates shall be valid until revoked or until superseded by a subsequent certificate or until a change in the ownership of the unit concerned. A certificate designating the person entitled to cast the vote for a unit may be revoked by any owner of a share in the unit. If a certificate designating the person entitled to cast the vote for a unit is not on file, the vote of the owners shall not be considered in determining whether a quorum is present nor for any other purpose.

Section 11. Proxies. A member may appoint any other member, any owner of any condominium parcel, the developer, or the manager as a proxy. Any proxy must be filed with the secretary before the appointed time of each meeting.

Section 12. Order of Business. The order of business at all annual or special meetings of the members shall be as follows:

- a. Roll call.

- b. Proof of notice of meeting or waiver of notice.
- c. Reading of the minutes of preceding meeting.
- d. Reports of officers.
- e. Reports of committees.
- f. Election of officers (if election is to be held).
- g. Unfinished business.
- h. New business.

IV.

Administration

Section 1.

a. Number and Qualification. The affairs of the Association shall be governed by a Board of Directors. The number of directors which shall constitute the Board shall be not less than three (3) nor more than nine (9). The Board of Directors may from time to time increase or decrease the number of persons to serve on the Board, provided there is always an odd number of members and there is never less than three (3) nor more than nine (9) members. Any increase or decrease in the number of members shall be effectuated prior to the notice of the next annual meeting, and such change in numbers shall be effective as of the date of the regular election at such annual meeting. The Directors shall be elected at the annual meeting of the owners by a majority vote and each Director shall serve for a term of one year or until his successor shall be elected and duly qualified, except that the initial Directors shall serve until their resignation or relinquishment of control of the Association by the Developer pursuant to Article V of the Articles of Incorporation. The Developer reserves the right, in its sole discretion, to remove and replace any of its initial Directors or its replacement of initial Directors.

b. Removal. Directors may be removed, with or without cause, by an affirmative vote of a majority of the owners. The

vacancy so created shall be filled by the members of the Association. No Director, other than the initial Directors named in the Articles of Incorporation, or their duly elected replacements, shall continue to serve on the Board if, during his term of office, his membership in the Association shall be terminated for any reason whatsoever.

c. Vacancies. Except as to vacancies provided by removal of Directors by members, vacancies in the Board of Directors occurring between annual meetings of members shall be filled by the remaining Directors.

Section 2. Powers and Duties. The Board of Directors shall have the powers and duties necessary for the administration of the affairs of the Association, and may do all such acts and things as are not by the Declaration, the Articles of Incorporation of the Condominium Association, the Condominium Act, or these Bylaws directed to be exercised and done by the members or officers. The powers of the Board shall include, but not be limited to, the following:

a. All powers and duties of the Condominium as set forth in the Condominium Act and in the Articles of Incorporation of the Association, except as limited as above provided.

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

c. To prepare a detailed report of the acts for the previous year, and present same at the annual meeting of members.

d. To determine who shall act as legal counsel for the Association whenever necessary.

e. To determine the depository for the funds of the Association.

f. To acquire the necessary personnel needed for the maintenance, care, and upkeep of the common elements, and set the salaries of said personnel.

g. Assess and collect all assessments pursuant to the Condominium Act.

h. Establishment of reserves or making assessments for betterments to the condominium property.

i. Within sixty (60) days following the end of the fiscal year or calendar year of the Association, the Board of Directors shall mail or furnish by personal delivery to each unit owner a complete financial report of actual receipts and expenditures for the previous twelve (12) months. The report shall show the amounts of receipts by accounts and receipt classifications and shall show the amounts of expenses by accounts and expense classifications, including, if applicable, but not limited to the following:

- (1) Cost for security;
- (2) Professional and management fees and expenses;
- (3) Taxes;
- (4) Cost for recreation facilities;
- (5) Expenses for refuse collection and utility services;
- (6) Expenses for lawn care;
- (7) Cost for building maintenance and repair;
- (8) Insurance costs;
- (9) Administrative and salary expenses; and
- (10) General reserves, maintenance reserves and depreciation reserves.

Section 3. Management Agent. The Board of Directors may employ for the Association a management agent at a compensation established by the Board for the management and maintenance of the condominium property and authorize the management agent to assist the Association in carrying out its powers by performing such

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

Section 4. Compensation. No compensation shall be paid to directors for their services as directors. No remuneration shall be paid a director for services performed by him for the Association in any other capacity, unless a resolution authorizing such remuneration shall have been unanimously adopted by the Board of Directors before the services are undertaken.

Section 5. Organization Meeting. The first meeting of the Board of Directors shall be held within ten days after the annual members' meeting, at such place as shall be fixed by the Board and no notice shall be necessary to the newly elected directors in order legally to constitute such meeting, providing all of the Board of Directors shall be present.

Section 6. Regular Meetings. Regular meetings of the directors may be held at such time and place as shall be determined, from time to time, by a majority of the directors, but at least two such meetings shall be held during each fiscal year. Notice of regular meetings of the Board of Directors shall be given to each director, personally or by mail, telephone or telegraph, at least three days prior to the day named for such meeting.

Section 7. Special Meetings. Special meetings of the Board of Directors may be called by the President on three days' notice to each director, given personally or by mail, telephone or telegraph, which notice shall state the time, place (as hereinabove provided) and purpose of the meeting. Special meetings of the

Board of Directors shall be called by the President and Secretary, in like manner and on like notice, on the written request of at least two directors.

Section 8. Notice of Meetings to Unit Owners. Meetings of the Board of Directors shall be open to all unit owners and notices of meetings shall be posted conspicuously forty-eight (48) hours in advance for the attention of unit owners, except in an emergency. Notice of any meeting where assessments against unit owners are to be considered for any reason shall specifically contain a statement that assessments will be considered and the nature of such assessments.

Section 9. Waiver of Notice. Before or at any meeting of the Board of Directors, any director may, in writing, waive notice of such meeting, and such waiver shall be deemed equivalent to the giving of such notice. Attendance by a director at any meeting of the Board of Directors shall be a waiver of notice by him of the time and place thereof. If all the directors are present at any meeting of the Board, no notice shall be required and any business may be transacted at such meeting.

Section 10. Minutes. Minutes of all meetings of the Board of Directors and of the unit owners shall be kept in businesslike manner and available for inspection by unit owners and Board members at all reasonable times.

Section 11. Quorum. At all meetings of the Board of Directors a majority of the directors shall constitute a quorum for the transaction of business, and the acts of the majority of the directors present at a meeting at which a quorum is present shall be the acts of the Board of Directors. If at any meeting of the Board of Directors there be less than a quorum present, the majority of those present may adjourn the meeting from time to time. At any such adjourned meeting, any business which might have been transacted at the meeting as originally called may be transacted without further notice.

Section 12. Fidelity Bonds. The Board of Directors shall require that all officers and employees of the Association who control or disburse Association funds shall furnish adequate fidelity bonds, with the premiums for such bonds to be paid by the Association.

Section 13. Designation of Officer. The principal officers of the Association shall be President, a Vice President, a Secretary and a Treasurer, all of whom shall be elected by the Board of Directors. The Board of Directors may appoint an Assistant Treasurer and an Assistant Secretary, and such other officers as in their judgment may be necessary.

Section 14. Election of Officers. The officers of the Association shall be elected annually by the Board of Directors at the organization meeting of each new Board, and shall hold office at the pleasure of the Board.

Section 15. Removal of Officers. Upon an affirmative vote of a majority of the members of the Board of Directors, any officer may be removed, either with or without cause, and his successor elected at any regular meeting of the Board of Directors, or at any special meeting of the Board called for such purpose.

Section 16. President. The president shall be the chief executive officer of the Association. He shall preside at all meetings of the Association and of the Board of Directors. He shall have all of the general powers and duties which are usually vested in the office of president of the Association.

Section 17. Vice President. The vice president shall take the place of the president and perform his duties whenever the president shall be absent or unable to act. If neither the president nor the vice president is able to act, the Board of Directors shall appoint some other member of the Board to do so on an interim basis. The vice president shall also perform such other duties as shall from time to time be imposed upon him by the Board of Directors.

Section 18. Secretary. The secretary shall keep the minutes of all meetings of the Board of Directors, and the minutes of all meetings of the Association; he shall have charge of such books and papers as the Board of Directors may direct; and he shall, in general, perform all the duties incident to the office of secretary.

Section 19. Treasurer. The treasurer shall have responsibility for Association funds and securities, and shall be responsible for keeping full and accurate accounts of all receipts and disbursements in books belonging to the Association. He shall be responsible for the deposit of all monies and other valuable effects in the name, and to the credit, of the Association in such depositories as may from time to time be designated by the Board of Directors.

v.

Assessment and Collection of Common Expenses

Each unit owner shall share that percentage of the common expenses, and own that percentage of the common surplus, in direct relationship to the percentage of the common elements owned by said unit owner. Assessments for the common expenses, including those required under any Management Contract, including reasonable attorneys' fees and other costs of collecting any assessments, shall be secured by a lien against the condominium parcel against which it is made and such lien shall arise in favor of the Association and shall come into effect upon recordation of the Declaration of Condominium. Said lien shall date back to the date of the Declaration and shall be prior to the creation of any homestead status or any subsequent lien or encumbrance, except that said lien shall be subordinate and inferior to that of any institutional first mortgage. Assessments shall be made not less frequent than quarterly in an amount no less than required to provide funds in advance for payment of all of the anticipated current operating expenses and for all of the unpaid operating expenses



previously incurred.

VI.

Annual Budget

Pursuant to Article IV, Section 2, paragraph b of these By-laws, the Board of Directors shall have the power and duty of preparing and adopting an annual operating budget for the Association. The Board of Directors shall mail a meeting notice and copies of the proposed annual budget of common expenses to the unit owners not less than thirty (30) days prior to the meeting at which the budget will be considered. The meeting will be open to unit owners and if an adopted budget requires assessment against the unit owners in any fiscal or calendar year exceeding one hundred fifteen per cent (115%) of the assessments for the preceding year, the Board, upon written application of ten per cent (10%) of the unit owners to the Board, shall call a special meeting of the unit owners within thirty (30) days, upon not less than ten (10) days' written notice to each unit owner. At the special meeting, unit owners shall consider and enact a budget, and the adoption of such budget shall require a vote of not less than a majority of all unit owners. The Board may propose a budget to unit owners at a meeting of members or in writing, and if the budget or proposed budget is approved by the unit owners at the meeting, or by a majority of all unit owners in writing, the budget shall be adopted. In determining whether assessments exceed one hundred fifteen per cent (115%) of similar assessments in prior years, any authorized provisions for reasonable reserves for repair or replacement of the condominium property, anticipated expenses by the Condominium Association which are not anticipated to be incurred on a regular or annual basis, or assessments for betterments to the condominium property shall be excluded from the computation.

The proposed annual budget of common expenses shall be detailed and shall show the amounts budgeted by accounts and expense

classifications, including, if applicable, but not limited to, those expenses listed in Section 718.504(20), Florida Statutes. In addition to annual operating expenses, the budget shall include reserve accounts for capital expenditures and deferred maintenance. These accounts shall include, but not be limited to, roof replacement, building painting, and pavement resurfacing. The amount to be reserved shall be computed by means of a formula which is based upon estimated life and estimated replacement cost of each reserve item. These provisions shall not apply to budgets in which the members of the Association have, by a vote of the majority of those present at a duly called meeting of the Association, determined for a fiscal year to provide no reserve or reserves less adequate than required by this Section.

VII.

Amendment of Bylaws

The Bylaws of the Association may be modified, amended or revoked, unless specifically prohibited elsewhere herein, at any regular or special meeting of the members of the Association by not less than seventy-five per cent of the votes of the entire membership of the Association, provided that not less than fourteen (14) days' notice of said meeting has been given to the members of the Association, which notice contained a full statement of the proposed modification, change or revocation.

The foregoing were adopted as the Bylaws of LOCH LOMOND ESTATES, INC., a corporation not for profit under the Laws of the State of Florida, at the first meeting of the Board of Directors on August 9, 1984.

LOCH LOMOND ESTATES, INC.

By Donald Wallace  
Secretary

GRP:cae