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PINELLAS COUNTY
CLERK CIRCUIT COURT
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DECLARATION OF CONDOMINIUM

OF

GULFSIDE VILLAS, a Condominium

THIS IS A DECLARATION OF CONDOMINIUM by CAROL N. BROWN, INC., Developer hereinafter called "Sponsor," for itself and its successors, wherein the Sponsor establishes this Declaration of Condominium as the plan of condominium ownership for the lands and improvements herein described.

ARTICLE I

ESTABLISHMENT OF CONDOMINIUM

Sponsor hereby submits the properties described in Exhibit "A" attached hereto and improvements located, or to be located, thereon to condominium ownership pursuant to Chapter 718, Florida Statutes, and declares the same to be a condominium to be known and identified as:

GULFSIDE VILLAS, a Condominium

(Hereinafter referred to as "Condominium")

The property described in Schedule "A" is a portion of the property described in Schedule "B" attached hereto. It is planned that the property described in Schedule "A" is one phase of a multi-phase project encompassing the balance of the said lands described in Schedule "B".

ARTICLE II

SURVEY AND DESCRIPTION OF IMPROVEMENTS

Annexed hereto and expressly made a part hereof as Exhibit 7, consisting of 3 pages, is a survey of the land and graphic description and the plot plan of the improvements constituting the condominium upon which is identified the apartment units, common elements and limited common elements as said terms are hereinafter defined, with their respective locations and approximate dimensions. Exhibit 7 is also recorded as a separate CONDOMINIUM PLAT in Condominium Plat Book 34 on Page 51, et seq., in the Public Records for Pinellas County, Florida. Each unit identified, whether apartment unit, common element, or limited common element, is identified by a specific number such that no unit bears the same designation as any other unit.

ARTICLE III

PHASE DEVELOPMENT PLAN

(A) INTER-RELATED CONDOMINIUMS: GULFSIDE VILLAS, a condominium is a self-contained condominium consisting of eight (8) apartment units. The property comprising the condominium, together with the improvements thereon is one or more parcels of land which Sponsor plans to sell as condominiums. A total projection of the lands which Sponsor plans to develop and improve as condominiums being described herein as Exhibit "B" to this Declaration. All of the condominiums within the common plan shall be operated and governed by the said Association, hereinafter designated and herein referred to as the Association.

EXHIBIT 2 TO PROSPECTUS

CONDOMINIUM PLATS PERTAINING TO THIS DECLARATION ARE RECORDED IN CONDOMINIUM PLAT BOOK 34 PAGES 49 THROUGH 51.

DECLARATION

604 D. McMullen Everett

(B) RESERVATION OF SPONSOR: Inclusion by Sponsor of the lands as described in Schedule "B" attached to this Declaration exclusive of the lands described in Schedule "A" attached hereto as part of a multi-phase project in the development plan shall not be deemed to be an obligation on the part of the Sponsor to submit said lands or any part thereof to condominium type ownership and the inclusion by Sponsor in the development plan of said lands described in Schedule "B" attached to this Declaration shall in no way constitute a dedication, limitation, agreement, or covenant affecting said additional lands.

(C) MAINTENANCE COSTS, ETC.: Each apartment unit and each owner thereof shall be charged with his proportionate share of the costs and expenses in connection with the costs and expenses incurred, such as the maintenance, management, rentals and operation of all common elements within all condominiums established and/or to be established in said GULFSIDE VILLAS.

(D) If Sponsor decides to submit Phase II to condominium ownership, it will consist of seven (7) units, and if sponsor decides to submit Phase III to condominium ownership, it will consist of six (6) units. Each unit's share of the percentage of ownership in the common elements is shown on Exhibit 7, stating the percentage ownership in Phase I, and the percentage ownership if Phase II is submitted to condominium ownership, and the percentage ownership if Phase III is submitted to condominium ownership. There will be no additional recreational facilities or areas if Phases II or III are submitted to condominium ownership.

If the additional phase is added, the membership in the Association will be increased to include the owners in Phases II and III, and each additional unit shall be entitled to one vote in the Association.

Anything to the contrary in Chapter 718.110, Florida Statutes or in this Declaration of Condominium notwithstanding, Phases II and III if submitted to condominium ownership, may be added to the condominium by the recording of an amendment executed solely by the Developer, her successors or assigns, which amendment together with this Declaration of Condominium, shall comply with Chapter 718.104 (4), Fla. Statutes, and shall be effective upon recording.

ARTICLE IV

DEFINITIONS

(A) The condominium consists of apartment units, common elements, and limited common elements as the same are hereinafter defined:

1. Apartment Units shall mean and comprise eight (8) separate and numbered apartment units which are designated in Exhibit 7 to this Declaration of Condominium, excluding all spaces and improvements lying below the undecorated and/or unfinished inner surfaces of the perimeter walls and floors and above the undecorated and/or unfinished inner surfaces of the ceiling of each unit. The windows, screens and doors are included in the apartment unit and the responsibility of maintenance, repair and replacement of such items shall be that of the apartment unit owner; provided, nevertheless, that the Association reserves the right to make any necessary maintenance, repair or replacement for the exterior windows, screens and doors to insure that the exterior of the condominium building is kept neat and uniform. Any expenses incurred by the Association in correcting exterior windows, screens or doors shall be assessed against the apartment unit owner as provided for herein. No apartment unit owner shall be deemed to own any supporting columns, pipes, wires, conduits or other public utility lines running through his apartment unit which are utilized for or serve more than his one apartment unit and any such items are by this Declaration made a part of the common elements notwithstanding the fact they may be within the confines of the walls of his apartment unit as herein defined.

2. Common Elements means the portions of the condominium property not included in the units and are comprised of all of the real property, improvements, and facilities of the condominium other than the apartment units and limited common elements. Common elements shall include, but not be limited to, easements through apartment units for all facilities for the furnishing of utility services to the apartment units, to the common elements and limited common elements and shall further include all personal property held and maintained for the joint use and enjoyment of all of the apartment owners.

3. Limited Common Elements means the portions of the condominium property not included in the apartment units nor common elements and are designated in Exhibit 7. To maintain uniformity in exterior appearance, maintenance and repair, expenses of maintenance, repair or replacement relating to the surfaces, or involving structural maintenance, repair or replacement for all such areas shall be treated and paid for as a part of the common expenses of the Association.

(B) Association means GULFSIDE VILLAS, INC., a corporation not for profit and its successors.

(C) Common Expenses include:

1. Expenses of administration, expenses of maintenance, operation, repair or replacement of the common elements, and of the portions of apartment units to be maintained by the Association.

2. Expenses declared common expenses under the provisions of this Declaration of Condominium, or by the By-Laws or Management Contract.

3. Any valid charge against the condominium as a whole.

ARTICLE V

OWNERSHIP OF APARTMENT UNITS AND APPURTENANT INTEREST IN COMMON PROPERTY

Each apartment unit shall be conveyed by a Warranty Deed and treated as individual property capable of independent use and as an appurtenance to the ownership, the owner shall have an undivided percentage interest in the common elements and limited common elements, the undivided interest appurtenant to each said apartment unit being that which is specifically assigned to each apartment unit in this Declaration. The percentage of any undivided interest in and to the common elements and limited common elements shall not be changed except with the unanimous consent of all of the owners of all of the apartment units, or by Developer incident to development of Phases II and III.

ARTICLE VI

PERCENTAGE OF OWNERSHIP OF COMMON ELEMENTS

The percentage of ownership in the common elements for each apartment unit is as shown on Exhibit 7, and which may be changed incident to development of Phases II and III.

ARTICLE VII

COMMON EXPENSES AND COMMON SURPLUS

Each unit owner shall share that percentage of the common expenses, and own that percentage of the common surplus, as designated in Article VI of this Declaration.

ARTICLE VIII

EASEMENTS

(A) Easements are reserved by the undersigned through the condominium property as may be required for utility services in order to serve the occupants of the apartment units; provided, however, that such easements through an apartment unit shall be only according to the plans and specifications for the apartment building, or as the building is constructed, unless approved in writing by the apartment unit owner.

(B) Easements are reserved by the undersigned as may be required for utility services in order to adequately serve the condominium, and to adequately serve other properties and projected condominiums on the lands described in Exhibit "B" herein, whether adjacent to the condominium property or not. Easements are also reserved for pedestrian traffic over and across sidewalks, paths, walks, lanes as the same may exist now, and from time to time hereafter existing, for other residents of other condominiums developed on the properties and lands described in Exhibit "B". Easements are further reserved for vehicular traffic over and across such portions of the common elements as may be from time to time paved and used for that purpose.

(C) If any apartment units shall encroach upon any common elements, or upon any other apartment by reason of original construction or by the unintentional and non-negligent act of the apartment owner, then an easement appurtenant to such encroaching apartment, to the extent of such encroachment shall exist so long as such encroachment shall exist.

(D) Easements are reserved by the undersigned to itself, its successors or assigns for the exclusive right to install and maintain a Central Antenna Television Service for the condominium and apartment units. Rates charged for such services shall be comparable to those rates being charged for the same or similar services in the community.

(E) The easements reserved herein cannot be terminated or restricted by the Association except as authorized in writing by the Developer and ratified by the Board of Directors of the Association and by the affirmative vote of 100% of the apartment unit owners.

(F) Developer reserves the right, and for its successors and assigns, to execute such documents and to grant such easements, including but not limited to access, utilities and drainage, as may, in Developer's opinion, be necessary for the use and development of the properties described in Schedule A and Schedule B, attached, without the joinder of the Association.

ARTICLE IX

ADMINISTRATION BY CONDOMINIUM ASSOCIATION

To facilitate efficient and effective administration of the condominium, and in conjunction with other condominiums planned under Article III of this Declaration, a non-profit corporation known and designated as GULFVIEW VILLAS, INC., herein referred to as the Association, has been organized. Said corporation shall administer the operation and management of the condominium and other condominiums developed as provided for in Article III of this Declaration, and undertake and perform all acts and duties incident thereto in accordance with the terms, provisions and conditions of this Declaration of Condominium and in accordance with the terms of the Articles of Incorporation of the Association from time to time. A true copy of said Articles of Incorporation and initial By-Laws are annexed hereto and expressly made a part hereof as Exhibits "3" and "4", respectively.

Membership in the Association shall be automatically extended to the owner or owners of each apartment unit and the appurtenant undivided interest in the common elements and limited common elements; membership

shall likewise terminate automatically upon the owner or owners being divested of any such ownership interest regardless of the means by which such ownership is divested. Membership does not extend to any person, firm or corporation holding any lien, mortgage or other encumbrance by virtue of said lien, mortgage or encumbrance.

In the administration of the operation and management hereunder, the Association shall have and is hereby granted the authority and power to enforce the provisions of this Declaration of Condominium, levy and collect assessments in the manner herein provided and to adopt, promulgate and enforce such rules and regulations governing the use of the apartment units and common elements as the Board of Directors of the Association may deem to be in the best interest of the condominium.

Anything contained herein to the contrary notwithstanding, the Sponsor has retained control of the Association as set forth in the Articles of Incorporation and the By-Laws attached hereto, and all provisions contained in this Article relating to administration of the condominium by the Association and any other articles in the Declaration of Condominium relating to voting rights or any other Association functions or rights are expressly made subject to the retained control of the Sponsor; provided, nevertheless, Sponsor may relinquish control at any time, whereupon the Association shall assume control.

ARTICLE X

ASSOCIATION VOTING RIGHTS

(A) Ownership of an apartment unit shall entitle the owner thereof to membership in the Association.

(B) Each condominium apartment unit shall be entitled to one vote which shall be cast by the apartment unit owner. In the event any unit is owned by more than one owner, the total owners of such unit shall collectively be entitled to cast the one vote attributable to such unit, in the manner provided in the Articles of Incorporation and By-Laws.

ARTICLE XI

AMENDMENT OF DECLARATION

(A) Except as may otherwise be provided herein, this Declaration may be amended at any regular or special meeting of the Association called noticed in accordance with its By-Laws, by an affirmative vote of 75% of the apartment unit owners.

(B) Sub-section A of this Article shall not apply to any amendment attempting to change any condominium parcel, voting rights, percentages of sharing common expenses and owning common surplus, or any provisions contained herein pertaining to termination. In order to change any of the foregoing by amendment or otherwise, the affirmative vote of all unit owners, together with the joinder of all record owners of liens in the execution of such amendment shall be required, except as otherwise provided herein for Phases II and III.

(C) All amendments shall be recorded.

ARTICLE XII

MANAGEMENT

In order that this condominium shall be managed in the same or similar manner as other condominiums in the projected development, the Association has entered into a Long Term Management Contract with

a Condominium Management Company, hereinafter referred to as the Management Contractor. A copy of the Management Contract is attached hereto as Exhibit "10" and the Management Contractor's fee as set forth therein shall be considered to be part of the common expenses of the Association.

ARTICLE XIII

TRANSFER SUBJECT TO APPROVAL

(A) SALES. Prior to the sale of a condominium apartment, or any interest therein, any unit owner desiring to sell or transfer his condominium parcel shall first submit the name of the proposed purchaser, and the contract of sale, to the Board of Directors for their approval, or disapproval, which shall be given within thirty (30) days from the date of the submission of the contract of sale. If approved, the approval by the Board shall be in writing and executed in such manner as to entitle it to be recorded in the Public Records of Pinellas County, Florida.

If neither approved nor disapproved within thirty (30) days, the transfer shall be deemed to have been approved by the Directors.

If the transfer be disapproved, the Directors shall have thirty (30) days from the date of disapproval within which to purchase the condominium parcel on the same terms and conditions as contained in the contract of sale.

If the Directors fail to exercise their option to purchase within said thirty (30) day period, then the unit owner shall be free to sell and convey to the intended purchaser.

The above and foregoing provisions shall not be applicable to any transfer by the undersigned, to any sale or transfer made by an institutional mortgagee acquiring title as a result of the foreclosure of its mortgage lien, or due to a voluntary acceptance of a transfer of title in lieu of such foreclosure, to a purchaser acquiring title in such foreclosure proceedings, or the acceptance of a transfer of title in lieu of such foreclosure or to sales made pursuant to order or decree of a court in connection with the foreclosure of an institutional first mortgagee.

(B) LEASING. No unit shall be leased or rented by the respective unit owner thereof for transit or hotel purposes, which are hereby defined as rentals where the occupants of the unit are to be provided services, such as room service for food and beverage, maid service, furnishings of laundry and linens, and bell boy services. Other than for the foregoing, the owner or owners of the respective units shall have the right to lease same, provided that all such leases are made subject to this Declaration and the Condominium Act, and the lessee has been approved for occupancy in writing by the Directors of the Association, which approval shall not be unreasonably withheld.

ARTICLE XIV

MORTGAGES SUBJECT TO APPROVAL

No apartment unit owner may mortgage his apartment unit nor any interest therein without the prior approval of the Association, except to a bank, life insurance company or savings and loan association, or to his vendor to secure a portion, or all, of the purchase price. Such approval may not be arbitrarily withheld.

ARTICLE XV

ASSESSMENTS

Common expenses, including those required by virtue of any Management Contract shall be assessed against each apartment unit owner by the Association as provided herein. All such assessments, including reasonable attorneys' fees and other costs of collection of same, shall be secured by lien against the apartment unit against which it is made and such lien shall arise in favor of the Association and shall come into effect upon recordation. Such liens shall be superior to the creation of any homestead status and every purchaser consents to the imposition thereof. It is specifically provided that the right to collect the common expenses, to make assessments and enforce liens against apartment units for the collection of such common expenses may be delegated in accordance with the terms of the Association's corporate charter and its By-Laws. Interest shall accrue at 10% from recordation of any lien.

In the event an institutional mortgagee obtains title to an apartment unit as the result of foreclosure of a first mortgage thereon, or by voluntarily conveying in lieu thereof, such mortgagee shall not be liable for the share of common expenses or assessments due and owing by the former apartment unit owner which became due prior to the acquisition of title by said mortgagee. Any such unpaid share of common expenses or assessments shall be deemed to be common expenses and collectible from all apartment unit owners in the condominium.

ARTICLE XVI

INSURANCE

Insurance shall be carried upon the condominium property as follows:

(A) Liability Insurance: The Board of Directors of the Association shall obtain public liability insurance covering all of the common elements of the condominium and insuring the Association and the unit owners as it and their interests appear, in such amounts as the Board of Directors may determine from time to time. Premiums for the payments of such insurance shall be chargeable as common expenses to be assessed and paid by each of the unit owners. The Association shall not be responsible for purchasing liability insurance to cover accidents occurring within individual units.

(B) Hazard Insurance:

1. Purchase of Insurance - The Association shall at all times obtain and maintain fire, windstorm and extended coverage insurance and vandalism and malicious mischief insurance, insuring all of the insurable improvements within the condominium property in an amount equal to the maximum insurable replacement value, excluding foundation and excavation costs, together with such other insurance as the Association deems necessary. The premiums for such coverage and other expenses in connection with said insurance shall be assessed against the unit owners as part of the common expense. The Association shall not be responsible for purchasing any insurance on any of the contents or interior walls or equipment of any of the apartment units.

2. Loss Payable Provisions - All original copies or certificate copies shall be held by the Association and shall be for the benefit of and payable to the Association, with institutional first mortgagees to be named in the policies as their interests may appear. Certificates of insurance shall be furnished to institutional first mortgagees.

3. Utilization of Insurance Premiums - 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. If the insurance proceeds are insufficient to cover the loss, the Association shall levy an assessment against the unit owner in accordance with this Declaration to cover any deficiency. Apartment unit owners shall have the responsibility for paying for the repair and redecorating of the damaged portions of the interior of their unit, including but not limited to all appliances, utilities and non-load bearing walls.

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 50% of their then value, the common elements shall nevertheless be rebuilt as heretofore provided, unless 75% of all unit owners shall elect within thirty (30) days not to rebuild, in which event the condominium shall be terminated, the insurance proceeds to be disbursed to the unit owners and their mortgagees as their interests may appear.

4. Under all circumstances the Association hereby has the authority to act as the agent of all owners for the purpose of compromising or settling insurance claims for damage to improvements constituting common elements or common property.

(C) Workmen's Compensation Insurance: The Association shall, if required by state laws, carry workmen's compensation insurance policies which shall comply with the requirements of the laws of the State of Florida. Premiums for the payment of such insurance shall be chargeable as a common expense to be assessed against and paid by each of the unit owners.

ARTICLE XVII

RESTRICTIONS

(A) The use of the property as a condominium shall be in accordance with the following provisions so long as the condominium exists and any condominium apartment buildings exist upon the premises described as GULFSIDE VILLAS, a condominium.

1. No apartment shall be used for any purposes other than residential. No apartment may be permanently divided or subdivided into a smaller unit nor any portion thereof sold or otherwise transferred without amending this Declaration of Condominium to show the changes in the apartment units to be affected thereby. Anything in this Article to the contrary notwithstanding the Sponsor shall be entitled to use apartment units as model apartments to promote sales until after the Sponsor has closed the sales of all of the apartment units.

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

3. 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 needed by the units.

4. Except for name plates of uniform size and design approved by the Board of Directors of the Association, and except

for signs promoting sales or rentals used by the Sponsor, or its successors, 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.

5. No nuisances shall be allowed upon the condominium property nor any use or practice which is a source of annoyance to residents or which interferes with the peaceable possession and proper use of the property by its residents. All parts of the property 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.

6. Apartment unit owners, their families, guests, invitees, or lessees shall in no way deface or mar or make any alteration, repair or replacement, or change, in or to the common elements and shall be liable for damages therefor.

7. All common hallways, balconies and passages shall be kept free for their intended use by the apartment unit owners and in no event shall the same be used as storage areas for either temporary or permanent storage.

8. No clothing, bedding or other similar items, shall be dried or aired in any outdoor area, nor shall any such items be hung over or on any balconies.

9. No apartment unit shall be permanently occupied by more than one family per each bedroom. The number of bedrooms in each apartment is determined by the plans attached as Exhibit 7.

10. Neither owners nor their guests, tenants or invitees shall sleep in or otherwise use camping vehicles, trucks, automobiles, boats or other vehicles as living or changing facilities, either on a permanent or temporary basis.

(B) The Association shall have the right to make and amend reasonable rules and regulations respecting the normal day-to-day use of the property but the above use restrictions are restrictive covenants and the same shall be changed or amended only in the manner as provided for the amendment of this Declaration of Condominium.

(C) No amendment to this Declaration of Condominium, to the Articles of Incorporation, the By-Laws, or any other documents creating this condominium shall be made which shall change, amend or alter the reserved rights of the Sponsor relating to easements reserved and not included in this submission to condominium ownership.

(D) Each unit owner by purchasing takes subject to and agrees to abide by all of the rules and regulations and restrictions promulgated from time to time by the Association and by the rules and regulations set forth in this Declaration of Condominium.

ARTICLE XVIII

TERMINATION

The condominium project shall continue until there is a voluntary termination in the manner provided for in Section 718 of the Florida Statutes, as amended. In addition thereto, the condominium may be terminated by the affirmative vote of 100% of the condominium unit owners in the development and further provided that the holders of all liens affecting any of the condominium units consents thereto.

ARTICLE XIX

MISCELLANEOUS PROVISIONS

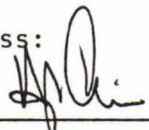
(A) The invalidity in whole or in part of any covenant or restriction or any section, sub-section, sentence, clause, phrase or word, or other provision of this Declaration of Condominium and the

By-Laws and regulations of the Association shall not affect the validity of the remaining portions thereof.

(B) The common elements shall remain undivided and no owner shall bring any action for a partition, so long as the structure in question shall be utilized as a residential, non-profit, condominium apartment building.

(C) No owner of a condominium apartment unit may exempt himself from liability for his contribution towards the common expenses by waiver of the use and enjoyment of any of the common elements, limited common elements or by the abandonment of his apartment unit.

IN WITNESS WHEREOF, the Sponsor has executed this Declaration of Condominium the day and year first above written.

Witness: 
Barbara J. Cultice

CAROL N. BROWN, INC.

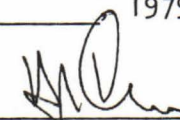
By: 

STATE OF FLORIDA
COUNTY OF PINELLAS

I HEREBY CERTIFY that on this 4th day of May, 1979, before me personally appeared CAROL N. Brown, President of CAROL N. BROWN, INC., personally known to me to be the person named in the foregoing Declaration of Concominium, and _____ acknowledged that _____ executed the same for the purposes therein expressed.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal this 4th day of May 1979.

My Commission Expires:


Notary Public
NOTARY PUBLIC STATE OF FLORIDA AT LARGE
MY COMMISSION EXPIRES APR. 9 1980
BONDED THRU GENERAL INS. UNDERWRITERS.

Schedule A

Legal description of property submitted to condominium ownership
for Phase I of Gulfside Villas, a condominium, situate in Pinellas County,
Florida:

The north 57.94 feet of lot 1, as shown on the Replat of Block 1 Coral Beach Subdivision as recorded in Plat Book 33, Page 38 of the Public Records of Pinellas County, State of Florida being more particularly described as follows: Commence at the southeast corner of Fractional Section 12, Township 30 South, Range 14 East, Pinellas County, State of Florida; thence N. $89^{\circ}07'59''$ W. (Plat), 1802.57 feet (Plat); thence N. $02^{\circ}07'55''$ W. (Plat), 1330.00 feet (Plat); thence N. $19^{\circ}05'42''$ E. (Plat), 209.97 feet (Plat), to the Point of Beginning; thence S. $24^{\circ}57'40''$ W., along the westerly right-of-way line of North Gulf Shore Boulevard 63.67 feet; thence N. $89^{\circ}32'09''$ W., along a line 57.94 feet south of and parallel to the north boundary of the replat of Block 1 Coral Beach Subdivision as recorded in Plat Book 33, Page 38 of the Public Records of Pinellas County, State of Florida, 247.49 feet; thence N. $02^{\circ}42'51''$ E., along the west boundary of said Replat of Block 1 Coral Beach Subdivision, 57.98 feet; thence S. $89^{\circ}32'09''$ E., along the aforementioned north boundary of the Replat of Block 1 Coral Beach Subdivision, 271.60 feet, to the Point of Beginning. Containing 0.345 Acres more or less.

Schedule B

Legal descriptions of properties which may be submitted to condominium ownership in Phases II and III, Gulfside Villas, a condominium, situate in Pinellas County, Florida:

Phase II:

A part of the south 17.00 feet of lot 1 and a part of lot 2 as shown on the Replat of Block 1 Coral Beach Subdivision, as recorded in Plat Book 33, Page 38 of the Public Records of Pinellas County, State of Florida, being more particularly described as follows: Commence at the southeast corner of Fractional Section 12, Township 30 South, Range 14 East, Pinellas County, State of Florida; thence N. 89°07'59" W. (Plat), 1802.57 feet (Plat); thence N. 02°07'55" W. (Plat), 1330.00 feet (Plat); thence N. 19°05'42" E. (Plat), 209.97 feet (Plat); thence S. 24°57'40" W., along the westerly right-of-way line of North Gulf Shore Boulevard, 63.67 feet, to the Point of Beginning; thence continue S. 24°57'40" W., along said westerly right-of-way line of North Gulf Shore Boulevard 94.61 feet to a point of curvature; thence along the arc of a curve to the right that has a radius of 10.00 feet, on arc length of 11.43 feet, a chord length of 10.82 feet, a chord bearing of S. 57°42'46" W., to a point of tangency; thence N. 89°32'09" W., along a line 12.00 feet north of and parallel to the south boundary of Coral Beach Subdivision as recorded in Plat Book 18, Page 44 of the Public Records of Pinellas County, State of Florida, 93.91 feet; thence N. 00°27'51" E., 91.95 feet; thence S. 89°32'09" E., along a line 57.94 south of and parallel to the north boundary of the Replat of Block 1 Coral Beach Subdivision, as recorded in Plat Book 33, Page 38 of the Public Records of Pinellas County, State of Florida, 142.24 feet to the Point of Beginning. Containing 0.256 Acres more or less.

Phase III:

A part of the south 17.00 feet of lot 1 and a part of lot 2 as shown on the Replat of Block 1 Coral Beach Subdivision as recorded in Plat Book 33, Page 38 of the Public Records of Pinellas County, State of Florida being more particularly described as follows: Commence at the southeast corner of Fractional Section 12, Township 30 South, Range 14 East, Pinellas County, State of Florida; thence N. 89°07'59" W. (Plat), 1802.57 feet (Plat); thence N. 02°07'55" W. (Plat), 1330.00 feet (Plat); thence N. 19°05'42" E. (Plat), 209.97 feet (Plat); thence S. 24°57'40" W., along the westerly right-of-way line of North Gulf Shore Boulevard, 158.28 feet, to a point of curvature; thence along the arc of a curve to the right that has a radius of 10.00 feet, an arc length of 11.43 feet, a chord length of 10.82 feet, a chord bearing of S. 57°42'46" W., to a point of tangency; thence N. 89°32'09" W., along a line 12.00 feet north of and parallel to the south boundary of Coral Beach Subdivision as recorded in Plat Book 18, Page 44 of the Public Records of Pinellas County, State of Florida, 93.91 feet to the Point of Beginning; thence continue N. 89°32'09" W., along said line 12.00 feet of and parallel to the south boundary of Coral Beach Subdivision, 98.46 feet to a point of curvature; thence along the arc of a curve to the right that has a radius of 10.00 feet, an arc length of 16.10 feet, a chord length of 14.42 feet, a chord bearing of N. 43°24'37" W., to a point of tangency; thence N. 02°42'51" E., along the west boundary of the Replat of Block 1 Coral Beach Subdivision as recorded in Plat Book 33 Page 38 of the Public Records of Pinellas County, State of

Continuation of Schedule B

Florida, 81.62 feet; thence S. $89^{\circ}32'09''$ E., along a line 57.94 feet south of and parallel to the north boundary of the Replat of Block 1 Coral Beach Subdivision, as recorded in Plat Book 33, Page 38 of the Public Records of Pinellas County, State of Florida 105.25 feet; thence S. $00^{\circ}27'51''$ W., 91.95 feet to the Point of Beginning. Containing 0.225 Acres more or less.

JOINDER OF ASSOCIATION

GULFSIDE VILLAS, INC., hereinafter referred to as the
 Association, hereby joins in and approves the making of the foregoing
 Declaration of Condominium and consents to the terms and conditions therein.

This 4th day of May, 1979.

Signed, Sealed and Delivered
 In the Presence of:

GULFSIDE VILLAS, INC.

[Signature]

By: [Signature]
 President

Barbara J. Cultice

Attest: [Signature]
 Secretary

STATE OF FLORIDA

COUNTY OF PINELLAS

I HEREBY CERTIFY, that on this 4th day of May,
 1979, before me personally appeared CAROL N. BROWN Ass't
 and FRANK C. LOGAN, President and Secretary
 respectively of Gulfview Villas, Inc. a Florida corporation, to me known
 to be the persons described in and who executed the foregoing instrument
 and acknowledged the execution thereof to be their free act and deed
 as such officers for the uses and purposes therein mentioned; and that
 they affixed thereto the official seal of said corporation, and the said
 instrument is the act and deed of the corporation.

WITNESS my hand and official seal at Clearwater, Pinellas County,
 and State of Florida, the day and year last aforesaid.

[Signature]
 Notary Public
 My Commission Expires:

JOINDER OF MORTGAGEE

THE UNDERSIGNED, Holder and Owner of a Mortgage duly of record on the real estate comprising Gulfside Villas, a condominium, described in Schedule A attached, which mortgage is recorded in O.R. Book 4825, Page 432, Pinellas County Records, Florida, by its officers with the authority of its Board of Directors, consents and joins in the submission of said project and properties to condominium ownership, as required by Chapter 718, Florida Statutes.

This 18th day of May, 1979.

Signed, Sealed and Delivered
in the Presence of:

Juanee Beeson

By: Robert A. Campagna
VICE President

Juanee Beeson

Attest: Shirley I. Goodwin
Secretary

STATE OF FLORIDA

COUNTY OF PINELLAS

I HEREBY CERTIFY, that on this 18th day of May, 1979, before me personally appeared Robert A. Campagna, and Shirley I. Goodwin, Vice President and Secretary respectively of Pinellas County Nat. Bank of Florida, a Florida corporation, to me known to be the persons described in and who executed the foregoing instrument and acknowledged the execution thereof to be their free act and deed as such officers for the uses and purposes therein mentioned; and that they affixed thereto the official seal of said corporation, and the said instrument is the act and deed of the corporation.

WITNESS my hand and official seal at Clearwater, Pinellas County, and State of Florida, the day and year last aforesaid.

[Signature]
Notary Public
My Commission Expires:

Notary Public, State of Florida at Large
My Commission Expires Oct. 13, 1981
Bonded By American Fidelity & Casualty Company

CONSENT TO MORTGAGEE

ALBERT P. ROGERS and LOIS ROGERS, the Mortgagees under that certain Note and Mortgage dated October 31, 1978, by and between CAROL N. BROWN, and said Mortgagee, which mortgage is duly of record in O.R. Book 4770, Page 741, consents to the Declaration of Condominium for GULFSIDE VILLAS, a Condominium pursuant to Chapter 718.104(3).

This 22nd day of May, 1979.

Signed, Sealed and Delivered
in the presence of:

Se. J.

By: Albert P. Rogers (SEAL)
Albert P. Rogers

Denise J. Condit

Lois Rogers (SEAL)
Lois Rogers

STATE OF FLORIDA
COUNTY OF PINELLAS

I HEREBY CERTIFY that on this 22nd day of May, 1979, before me personally appeared ALBERT P. ROGERS and LOIS ROGERS to me known and known to be the persons described in and who executed the foregoing instrument, and acknowledged the execution thereof to be their free act and deed as such officers for the uses and purposes therein mentioned; and that they affixed thereto the official seal of said corporation, and the said instrument is the act and deed of the corporation.

WITNESS my hand and official seal at Clearwater, Fla., Pinellas County, Florida, the day and year first above written.

My Commission Expires:

Notary Public, State of Florida at Large
My Commission Expires Oct. 13, 1982
Bonded By American Fire & Casualty Company.

Se. J.
Notary Public

