

DECLARATION OF CONDOMINIUM  
OF  
BAY POINT PLAZA APARTMENTS  
A CONDOMINIUM  
PINELLAS COUNTY, FLORIDA

Made the day last appearing in the body of this Declaration of BAY POINT PLAZA, INC., a Florida corporation, for itself, its successors, grantees and assigns, herein called "Developer."

WHEREIN, the Developer makes the following declarations:

1. Purpose. The purpose of this Declaration is to submit the lands described in this instrument and improvements on such lands to the condominium form of ownership and use in the manner provided by Chapter 711, Florida Statutes 1963, hereinafter called the Condominium Act.

1.1 Name and address. The name by which this condominium is to be identified is

BAY POINT PLAZA APARTMENTS  
A Condominium

and its address is : 6100 - 12th Street South, St. Petersburg, Florida.

1.2 The Land. The lands owned by Developer, which by this instrument are submitted to the condominium form of ownership, are the following described lands lying in Pinellas County, Florida:

The lands are described in Exhibit One attached hereto.

which lands are called "the land."

2. Definitions. The terms use in this Declaration and in its exhibits shall have the meanings stated in the Condominium Act (Sec. 711.03 Fla. Statutes 1963) and a follows unless the context otherwise requires:

2.1 Apartment. Apartment means unit as defined by the Condominium Act.

2.2 Apartment Owner. Means unit owner as defined by the Condominium Act.

2.3 Association. Means BAY POINT PLAZA CONDOMINIUM ASSOCIATION, INC., and its successors.

2.4 Common Elements. Common elements shall include the tangible personal property required for the maintenance and operation of the condominium even though owned by the Association, as well as the items stated in the Condominium Act.

2.5 Common Expense. Common expenses include: (a) expenses of administration and management of the condominium property; (b) expenses of maintenance, operation, repair or replacement of common elements (c) expenses declared common expenses by the provision of this Declaration or the By-Laws; and (d) any valid charge against the condominium as a whole.

2.6 Condominium Property means and includes the lands and all improvements thereon and all easements and rights of way appurtenant thereto intended for use in connection with the condominium.

---Condominium plats pertaining hereto are recorded in Condominium Plat Book 4, Pages 56, 57, 58, 59 & 60---

2.7 Singular, plural, gender. Whenever the context so permits, the use of the plural shall include the singular, the singular the plural, and the use of any gender shall be deemed to include all genders.

2.8 Utility Services as used in the Condominium Act and as construed with reference to this condominium, and as used in the Declaration and By-Laws, shall include, but not limited to, electric power, gas, hot and cold water, heating, refrigeration, air conditioning, and garbage and sewage disposal.

3. Development Plan. The condominium is described and established as follows:

3.1 Plat Plans and Floor Plans. A survey of the land and plot plan showing the same and the improvements on it, prepared by George F. Young, Inc., dated July 24, 1969, consisting of five (5) sheets, are attached as Exhibit A.

3.2 Not used.

3.3 Deleted.

3.4 Improvements -- general description.

a. Apartment Building. The condominium includes an apartment building which is designated BAY POINT PLAZA APARTMENTS.

b. Other Improvements. The condominium includes gardens and landscaping, swimming pool, automobile parking areas and other facilities located substantially as shown on the plans and which are part of the common elements.

3.5 Common Elements. Common elements shall include everything contained within the definition thereof set forth in 2.4 and 4.3b.

3.6 Apartments - Boundaries. Each apartment shall include that part of the apartment building containing the apartment which lies within the boundary of the apartment, which apartment includes the metal enclosed Florida room, which boundaries are the interior surfaces of its perimeter walls, bearing walls, metal exterior walls of Florida room, floors, ceilings, windows, window frames, doors and door frames and trim.

3.7 Easement for Unintentional and Non-Negligent Encroachments. If an apartment shall encroach upon any common element or on another apartment by reason of original construction or by the non-purposeful or 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. If any common element shall encroach upon any apartment by reason of original construction or the non-purposeful or non-negligent act of the Association, then an easement appurtenant to such common element, to the extent of such encroachment, shall exist so long as such encroachment shall exist.

3.8 Deleted.

#### 4. The Apartment Building.

4.1 Plans. The apartment building has those floors as shown as designated on the plans and drawings attached to this Declaration.

4.2 Apartments. The apartments in the condominium building are identified and briefly described in Exhibits attached hereto. The location and boundary of each apartment in the apartment building are more particularly described in Exhibits A.

4.3 Appurtenances to Each Apartment. The owner of each apartment shall own a share and certain interests in the condominium property which are appurtenant to his apartment, which include, but are not limited to, the following items which are appurtenant to the several apartments, as indicated:

a. Automobile Parking Space. The right to use for automobile parking only the parking space which may from time to time be attributed, assigned and designated by the Board of Directors of the Association to an apartment, which parking space so designated shall, upon assignment, be deemed a limited common element which is appurtenant to the apartment to which it is assigned; and such assignment shall not be recorded among the public records. The Board of Directors may from time to time, should they determine there be a need, change the parking space attributed to an apartment, provided that an apartment always has a parking space. This provision is made in contemplation of the fact that from time to time one or more apartment owner may be under a physical disability which would require the attribution of a parking space more convenient to their apartment and to give the Association the power and flexibility to deal with such situations. No apartment owner shall have the right to assign the limited common element right herein described unless first approved, in writing, by the Board.

b. Common Elements. The undivided share in the land and other common elements which is appurtenant to each apartment, as set forth in Exhibit A attached.

c. Association. The membership of each apartment owner in the Association and the interest of each apartment owner in the funds and assets held by the Association.

4.4 Liability for Common Expenses and Share of Common Surplus. Each apartment Owner shall be liable for a proportionate share of the common expenses and shall be entitled to a share of the common surplus, as set forth in Exhibit A attached. The foregoing right to a share of the common surplus does not include the right to withdraw or require payment or distribution of the same.

5. Maintenance, Alteration and Improvements. Responsibility for the maintenance of the condominium property and restrictions upon the alteration and improvements thereof shall be as follows:

5.1 Common Elements.

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

b. Alteration and Improvements. After the completion of the apartment building and the common elements thereof which are described in this Declaration, there shall be no alteration or further improvement of the common elements without prior approval, in writing, of record owners of not less than 75% of the common elements. The cost of any such alteration or improvement so approved shall be a common expense. There shall be no change in the shares or rights of an apartment owner in the common elements which are altered or further improved, whether or not the apartment owner contributed to the cost thereof.

5.2 Apartments.

a. By The Association. The Association shall maintain, repair and replace as a common expense of the apartment building containing an apartment:

(1) All portions of the apartment contributing to the support of the apartment building, which portions shall include but not be limited to the outside walls of the apartment building and all fixtures on the exterior thereof, boundary walls of an apartment, floors and ceiling slabs, loadbearing columns, and loadbearing walls, but shall not include screening, windows, exterior doors, glass, and interior surfaces of walls, ceilings and floors.

(2) All conduits, rough plumbing but not fixtures, ducts, wiring and other facilities for the furnishing of utility services which are contained in an apartment but which service all or parts of the building other than the apartment within which contained, including but not necessarily limited to lines and conduits for water, sewer, electrical, cable television and air conditioning/heating.

(3) All incidental damage caused to an apartment by such work shall be promptly repaired by the Association.

b. By The Apartment Owner. The responsibility of the apartment owner shall include:

(1) To maintain, repair and replace at his sole and personal expense, all doors, windows, glass, screens, electric panels, electric wiring, electric outlets and fixtures, air conditioners, heaters, hot water heaters, refrigerators, dishwashers, other appliances, drains, plumbing fixtures and connections, interior surfaces of all walls, including interior surfaces of boundary and exterior walls and including interior surfaces of exterior florida room walls, florida room windows, floors and ceilings, and all other portions of his apartment except the portions specifically to be maintained, repaired and replaced by the Association.

(2) Not to enclose, paint or otherwise decorate or change the appearance of any portion of the exterior of the apartment building.

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

c. Alteration and Improvement. Subject to the other provisions of 5.2, and which in all cases shall supersede and have priority over the provisions of this section when in conflict therewith, an apartment owner may make such alteration or improvement to his apartment at his sole and personal cost as he may be advised, provided all work shall be done without disturbing the rights of the other apartment owners and further provided that an apartment owner shall make no changes or alterations to any interior boundary wall, exterior wall, balcony or patio, screening, exterior door, windows, structural or loadbearing member, electrical services or plumbing service, without first obtaining approval in writing of owners of all other apartments in such apartment building and the approval of the Board of Directors of the Association.

5.3 Alterations and Improvements - General. Except as elsewhere reserved to the Developer, neither an apartment owner nor the Association shall make any alteration in the portions of an apartment or the apartment building which are to be maintained by the Association or remove any portion thereof or make any additions thereto or do anything which would jeopardize the safety or soundness of the apartment building or impair any easement without first obtaining approval in writing of owners of all other apartments in the apartment building 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 Florida shall be filed with the Association prior to the granting or such approval and the start of the work.

6. Assessments. The making and collection of assessments against apartment owners for common expenses shall be pursuant to the By-Laws and subject to the following provisions:

6.1 Share of Common Expenses. Each apartment owner shall be liable for a proportionate share of the common expenses and shall share in the common surplus, as set forth in Exhibit B but the same shall not vest or create in any apartment owner the right to withdraw or receive distribution of his share of common surplus.

6.2 Payments. Assessments and installments thereon paid on or before 15 days after the day when the same shall become due, shall bear interest at the rate of ten (10) percent per annum from the date when due until paid. In addition to such interest, the Association may charge an administrative late fee in the amount of \$25 or 5% of the delinquent assessment amount for each delinquent assessment or installment payment. All payments upon account shall be first applied to any interest, then to any administrative late fee, then to any costs and attorney fees incurred for any collection action, and then to the assessment due.

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

## 7. ASSOCIATION.

7.1 The operation of the condominium shall be by BAY POINT PLAZA CONDOMINIUM ASSOCIATION, INC., organized pursuant to Section 711.12, Florida Statutes, and Chapter 617, Florida Statutes. A copy of its Articles of Incorporation is included in a separate section of these documents.

7.2 Powers. The Association shall have all of the powers and duties reasonably necessary to operate the condominium, as set forth in this Declaration, the By-Laws and the Articles of Incorporation of the Association, and as the same may be amended. It shall also have all of the powers and duties of an association, as set forth in the Condominium Act; the power to acquire and enter into agreements whereby it acquires leaseholds, memberships, and other possessory or use interest in lands or facilities, including, but not limited to, country clubs, golf courses, marinas and other recreational facilities, whether or not contiguous to the lands of the condominium, intended to provide for the enjoyment, recreation or other use or benefit of apartment owners and to declare expenses of rental, membership fees, operations, replacements, and other undertakings in connection therewith to be common expenses and may make covenants and restrictions concerning the use of the same by apartment owners and such other provisions not inconsistent with the Condominium Act as may be desired; and the power to contract for the management of the condominium and to delegate to the contractor all of the power and duties of the Association except such as are specifically required by this Declaration or by the By-Laws to have the approval of the Board of Directors or the membership of the Association.

7.3 By-Laws. The By-Laws of the Association shall be the By-Laws of the condominium, a copy of which is included in a separate section of these documents.

7.4 Limitation Upon Liability of the Association. Notwithstanding the duty of the Association to maintain and repair parts of the condominium property, the Association shall not be liable to apartment owners for injury or damage, other than the cost of maintenance and repair, caused by any latent condition of the property to be maintained and repaired by the Association, or caused by the elements or other owners or persons.

7.5 Restraint Upon Assignment of Shares in Assets. The share of a member in the funds and assets of the Association cannot be assigned, hypothecated or transferred in any manner except as an appurtenance to his apartment.

7.6 Approval or Disapproval of Matters. Whenever the decision of an apartment owner is required upon any matter, whether or not the subject of an Association meeting, such decision shall be expressed by the same person who would cast the vote of such Owner if in an Association meeting, unless the joinder of record owners is specifically required by this Declaration.

8. Insurance. Insurance, other than title insurance, which shall be carried upon the condominium property and the property of the apartment owners, shall be covered by the following provisions:

8.1 Authority to Purchase. All insurance policies upon the condominium property shall be purchased by the Association for the benefit of the Association, and in the case of insurance covering damage to the apartment building and its appurtenances, also for the benefit of apartment owners and their mortgagees as their interest may appear and provisions shall be made for the issuance of certificates of mortgagee endorsements to the mortgages of apartment owners. In the case of insurance policies covering damage to apartment buildings and their appurtenances, the kind of

such policies and the insurance companies issuing the same shall be subject to the approval of the bank, life insurance company or savings and loan association holding the greatest dollar amount of first mortgages against apartments in the condominium. Such policies and endorsements thereon shall be deposited with the Insurance Trustee. It will not be the responsibility or duty of the Association to obtain insurance coverage upon the personal liability, personal property, or living expenses of any apartment owner, but the apartment owner may obtain such insurance at his own expense provided such insurance may not be of a nature to affect policies purchased by the Association. Apartment owners shall furnish the Association with copies of all insurance policies obtained by them.

## 8.2 Coverage.

a. Casualty. All buildings and improvements upon the land and all personal property included in the common elements shall be insured in an amount equal to the maximum insurable replacement value, excluding foundation and excavation costs, as determined by the Board of Directors of the Association. Such coverage shall afford protection against:

(1) Loss or damage by fire and other hazards covered by a standard extended coverage; and

(2) Such other risks as from time to time shall be customarily covered with respect to buildings similar in construction, location and use as the buildings on the land, including, but not limited to, vandalism and malicious mischief.

b. Public Liability. In such amounts and such coverage as may be required by the Board of Directors of the Association and, with cross liability endorsement to cover liabilities of the apartment owners as a group to an apartment owner.

c. Workmen's Compensation Policy. To meet the requirements of law.

d. Other. Such other insurance as the Board of Directors of the Association shall determine from time to time to be desirable.

8.3 Premiums. Premiums for insurance shall be a common expense. Premiums shall be paid by the Association.

8.4 Insurance Trustee Share of Proceeds. All property casualty insurance policies purchased by the Association shall be for the benefit of the Association and the apartment owners and their mortgagees as their interests may appear and shall provide that all proceeds covering property losses shall be paid to an Insurance Trustee, being an institution having offices in Pinellas County, Florida, and possessing trust powers as may from time to time be approved by the Board of Directors of the Association, which trustee is herein referred to as "Insurance Trustee;" provided, however, that the foregoing right of the Board of Directors to select the Insurance Trustee shall be subject to the approval of the bank, the insurance company or savings and loan



association holding the greatest dollar amount of first mortgages against apartments in the condominium. The duty of the Insurance Trustee shall be to receive such proceeds as are paid and hold the same in trust for the purpose elsewhere stated herein and for the benefit of the apartment owners and their mortgagees in the following shares, but which shares need not be set forth on the records of the Insurance Trustee:

a. Common Elements. Proceeds on account of damage to common elements - an undivided share for each apartment owner of the condominium, such share being the same as the undivided share in the common elements appurtenant to his apartment.

b. Apartments. Proceeds on account of damage to apartments shall be held in the following undivided shares:

(1) When the apartment building is to be restored for the owners of damaged apartments in proportion to the cost of repairing the damage suffered by each apartment owner, which cost shall be determined by the Board of Directors of the Association.

(2) When the apartment building is not to be restored-for the owners of apartments in such building in said undivided shares being the same as their respective shares in the common elements.

c. Mortgagee. In the event a mortgagee endorsement has been issued as to an apartment, the share of an apartment owner shall be held in trust for the mortgagee and the apartment owner as their interests may appear; provided, however, that no mortgagee shall have any right to determine or participate in the determination as to whether or not any damaged property shall be reconstructed or repaired except as in 9.1 (b) (1) and (2) provided.

B.5 Distribution of Proceeds. Proceeds of insurance policies received by the Insurance Trustee shall be distributed to or for the benefit of the beneficial owners in the following manner:

a. Expense of Trust. All expenses of the Insurance Trustee shall be first paid or provisions made therefor.

b. Reconstruction or Repair. If the damage for which the proceeds are paid is to be repaired or reconstructed, the remaining proceeds shall be paid to defray the cost thereof as elsewhere provided. Any proceeds remaining after defraying such costs shall be distributed to the beneficial owners, remittances to apartment owners and mortgagees being payable jointly to them. This is a covenant for the benefit of any mortgagee of an apartment and may be enforced by such mortgagee.

c. Failure to Reconstruct or Repair. If it is determined in the manner elsewhere provided that the damage for which the proceeds are paid shall not be reconstructed or repaired, the remaining proceeds shall be distributed to the beneficial owners, remittances to apartment owners and their mortgagees being payable jointly to them. This is a covenant for the benefit of any mortgagee of an apartment and may be enforced by such mortgagee.

d. Certificate. In making distribution to apartment owners and their mortgagees, the Insurance Trustee may rely upon a certificate of the Association made by its president and secretary or by the Association's managing agent as to the names of apartment owners and their respective shares of the distribution.

8.6 Association as Agent. The Association is hereby irrevocably appointed agent, with full power of substitution, for each apartment owner and for each owner of any other insured interest in the condominium property to adjust all claims arising under insurance policies purchased by the Association, to bring suit thereon in the name of the Association and/or other insureds and deliver releases upon payments of claims, and to otherwise exercise all of the rights, powers and privileges of the Association and each owner of any other insured interest in the condominium property as an insured under such insurance policies.

## 9. Reconstruction or Repair After Casualty.

9.1 Determination to Reconstruct or Repair. If any part of the condominium property shall be damaged by casualty, whether or not it shall be reconstructed or repaired shall be determined in the following manner:

a. Common Elements. If the damaged improvement is a common element, the same shall be reconstructed or repaired unless the damages to the apartment building containing such common elements extend to apartments contained within such building, in which case the provisions relative to reconstruction, and repair of the apartment building, as elsewhere herein provided, shall pertain.

### b. Apartment Building.

(1) Partial Destruction. If the damaged improvement is the apartment building and less than 90 percent of the amount of insurance applicable to such apartment building is forthcoming by reason of such casualty, then the apartment building shall be reconstructed and repaired unless 75 percent of the owners of the apartments contained within such building and all mortgagees, being banks, savings and loan associations, and insurance companies, holding first mortgages upon apartments contained within the said building shall within 60 days after the casualty agree, in writing, that the same shall not be reconstructed or repaired.

(2) Total Destruction. If the damaged improvement is the apartment building and 90 percent or more of the amount of casualty insurance applicable to such apartment building is forthcoming by reason of such casualty, the apartment building shall not be reconstructed or repaired unless within 60 days after casualty 51 percent of the owners of the apartments contained within the said building and all mortgagees, being banks, savings and loan associations, and insurance companies, holding first mortgages, upon the apartments contained within such building shall within 60 days after casualty agree, in writing, that the same shall be reconstructed or repaired.

c. Certificate. The Insurance Trustee may rely upon a certificate of the Association made by its president and secretary or managing agent to determine whether or not the apartment owners, where so provided, have made a decision whether or not to reconstruct or repair.

9.2 Plans and Specifications. Any reconstruction or repair must be substantially in accordance with the plans and specifications of the original building and improvements; or if not, then according to plans and specifications approved by the Board of Directors of the Association and if the damaged property is the apartment building, by the owners of all damaged apartments therein, which approvals shall not be unreasonably withheld.

9.3 Responsibility. If the damage is only to those parts of apartments for which the responsibility of maintenance and repair is that of apartment owners, then the apartment owners shall be responsible for reconstruction and repair after casualty. In all other instances the responsibility of reconstruction and repair after casualty shall be that of the Association.

9.4 Estimate of Costs. When the Association shall have the responsibility of reconstruction or repair, prior to the commencement of reconstruction and repair the Association shall obtain reliable and detailed estimates of the cost to repair or to rebuild.

#### 9.5 Assessments for Reconstruction and Repair.

a. Common Elements. Assessments shall be made against all apartment owners in amounts sufficient to provide funds for the payment of the cost of reconstruction and repair of common elements. Such assessments shall be in proportion to each apartment owner's share in the common elements.

b. Apartments. Assessments shall be made against the apartment owners who own the damaged apartments in sufficient amounts to provide for the payment of such cost of reconstruction and repair. Such assessments against apartment owners for damage to apartments shall be in proportion to the cost of reconstruction and repair of their respective apartments.

9.6 Construction Funds. The funds for the payment of costs for reconstruction and repair after casualty, which shall consist of the proceeds of insurance held by the Insurance Trustee and funds collected by the Association from assessments against apartment owners shall be disbursed in payment of such costs in the following manner:

a. By Whom Held. If the total of assessments made by the Association in order to provide funds for the payment of reconstruction and repair which is the responsibility of the Association is more than \$10,000.00, then the sums paid upon such assessments shall be deposited by the Association with the Insurance Trustee. In all other cases, the Association shall hold the sums paid upon such assessments and shall disburse the same in payment of the costs of reconstruction and repair.

b. Insurance Trustee. The proceeds of insurance collected on account of a casualty and the sums deposited with the Insurance Trustee by the Association from collection of assessments against apartment owners on account of such casualty shall constitute a construction fund which shall be disbursed in payment of the costs of reconstruction and repair in the following manner:

(1) Apartment Owner. The portion of insurance proceeds representing damage for which the responsibility or repair and reconstruction lies with an apartment owner shall be paid by the Insurance Trustee to the apartment owner or if there is a mortgage endorsement as to such apartment, then to the apartment owner and the mortgagee jointly, who may use such proceeds as they may be advised.

(2) Association - Lesser Damage. If the amount of the estimated cost of reconstruction and repair which is the responsibility of the Association is less than \$5,000.00, then the construction fund shall be disbursed in payment of such costs upon the order of the Association.

(3) Association - Major Damage. If the amount of the estimated costs of reconstruction and repair which is the responsibility of the Association is more than \$10,000.00, then the construction fund shall be disbursed in payment of such costs in the manner required by the Board of Directors of the Association and on approval of an architect qualified to practice in Florida and employed by the Association to supervise the work.

(4) Surplus. It shall be presumed that the first moneys disbursed in payment of costs of reconstruction and repair shall be from insurance proceeds. If there is a balance in a construction fund after payment of all costs of the reconstruction and repair for which the fund is established, such balance shall be distributed to the beneficial owners of the fund in the manner elsewhere stated; except, however, that the part of a distribution to a beneficial owner which is not in excess of assessments paid by such owner into the construction fund shall not be made payable to any mortgagee.

(5) Certificate. Notwithstanding the provisions herein, the Insurance Trustee shall not be required to determine whether or not sums paid by apartment owners upon assessments shall be deposited by the Association with the Insurance Trustee, not to determine whether the disbursements from the construction fund are to be upon the order of the Association, or upon approval of an architect or otherwise, nor whether a disbursement is to be made from the construction fund, nor to determine whether surplus funds to be distributed are less than the assessments paid by the owners, nor to determine any other fact or matter relating to its duties hereunder. Instead, the Insurance Trustee may rely upon a certificate of the Association made by its president and secretary or the Association's managing agent as to any or all of such matters and stating that the sums to be paid are due and properly payable and stating the name of the payee and amount to be paid; provided that when a mortgagee is herein required to be named as payee, the Insurance Trustee shall also name the mortgagee as payee; and further provided that when the Association, or a mortgagee which is the beneficiary of an insurance policy, the proceeds of which are included in the construction fund, so requires

the approval of an architect named by the Association shall be first obtained by the Association.

10. Restrictions. The following restrictions shall be applicable to and covenants running with the land of the condominium and may not be amended without the prior written approval of the Developer before January 1, 2020:

10.1 Residential Use. The lands of the condominium and all improvements constructed thereon shall be for residential use only and no portion of such lands or improvements shall be used for business or commercial purposes. No structures shall be constructed upon the lands other than apartment buildings or other structures intended for residential use and appurtenances thereto. Each apartment or other residential living unit shall be occupied only by a single family, its servants and guests, as a residence, and for no other purpose whatever. Except as reserved to the Developer, no apartment may be divided or sub-divided into a smaller unit or any portion thereof sold or otherwise transferred without first amending this Declaration in accordance with the provisions of 10 and 14 to show the changes in the apartment or residential living unit to be affected thereby.

(a) For purposes of the foregoing use restriction, the term Single Family shall mean not more than four persons living together and interrelated by bonds of consanguinity, marriage or legal adoption, or not more than two persons living together who are not so interrelated.

10.2 Children. No persons who have not yet attained 12 years of age shall be permitted to reside upon the lands except that children under such age may be permitted to visit and temporarily reside thereon provided that such temporary residence shall not exceed 30 days in any one calendar year or 30 days within any consecutive 12 month period, whichever may provide the least permissible residence.

(a) Exceptions. The foregoing provisions of this Section, entitled "Children", shall not apply to a transfer to or purchase by a bank, life insurance company or savings and loan association which acquired its title as a result of acquiring a mortgage on the unit concerned, and this shall be so whether the title is acquired by deed from the mortgagor or his successor in title or through foreclosure proceedings.

(b) Should such a transfer occur wherein the title to the property is acquired by a bank, life insurance company or savings and loan association, the then record titleholder being a bank, insurance company or savings and loan association, shall notify the Association which shall thereupon have an option for a period of sixty (60) days after said notice to purchase the unit pursuant to Paragraph 11.3 of this Condominium Declaration.

10.3 Pets. No animals, birds, fish, reptiles, amphibians or other pets of any nature and description shall be raised, bred, or kept in any apartment or the common elements, except as may from time to time be authorized by the Board of Directors of the Association.

10.4 Nuisances. No nuisances shall be allowed on the condominium property nor any use or practice which is the source of nuisances to residents or which interferes with the peaceful possession and proper use of the property by its residents. All parts of the condominium property shall be kept in a clean and sanitary condition and no rubbish, refuse, nor garbage allowed to accumulate nor any fire hazard allowed to exist. No apartment owner shall permit any use of his apartment or make any use of the common elements, or limited common elements which will increase the rate of insurance upon any part of the condominium property.

10.5 Lawful Use. No immoral, improper, offensive, or unlawful use shall be made of the condominium property or any part thereof; and all valid laws, zoning ordinances and regulations of all governmental bodies having jurisdiction thereof shall be observed. The responsibility of meeting the requirements of governmental bodies which shall require maintenance, modification, or repair of the condominium property shall be the same as the responsibility for the maintenance and repair of the property concerned.

10.6 Signs. No "For Sale" or "For Rent" signs or other displays or advertising shall be maintained or permitted in any part of the common elements or apartments. The right is reserved to the Developer to place "For Sale" or "For Rent" signs in connection with any unsold or unoccupied apartment it may from time to time own. The same right is reserved to any institutional first mortgagee or owner or holder of a mortgage given originally to an institutional first mortgagee which may become the owner of an apartment and to the Association as to any apartment which it may own.

10.7 Exterior Appearance. No clothing, sheets, blankets, laundry of any kind, or other articles shall be hung out or exposed from any apartment or common element. The common elements shall be kept free and clear of rubbish, debris and other unsightly materials. There shall be no keeping by apartment owners or lessees of any chairs, tables, benches or other article upon any common element. Nothing shall be hung or displayed on the outside walls of an apartment building and no awning, canopy, shade, window guard, fan, air conditioning device, ventilator, radio or television antenna may be affixed to or placed upon the exterior walls or roof or any part thereof without the prior consent of the Association. All permanent exterior doors (as distinguished from screen doors) from apartment to the common elements shall be kept completely closed except when in use ingress and egress.

10.8 Leasing. The entire apartment may be rented provided the occupancy is only by one lessee and members of his immediate family at least 12 years of age, his servants and guests and the term of the lease is not less than six months. No apartment may be leased more than twice per calendar year. No rooms may be rented and no transient tenants may be accommodated. No lease of an apartment shall release or discharge the owner thereof of compliance with this Section 10 or any of his other duties as an apartment owner. Every lease of an apartment must be evidenced by a written lease agreement to be first filed and approved by the Board prior to occupancy.

(a) A security deposit equal to the rental for one month shall be paid to the Association to secure the full and faithful compliance with all rules and regulations of the Association by the tenant. In the event that there shall occur any violation of the rules and regulations by the tenants, then the deposit amount shall be applied towards payment of costs and legal fees incurred by the Association in the enforcement of such rules and regulations. Any portion of the deposit not used for cost and legal fees in the enforcement of rules and regulations shall be returned to the tenant within fifteen (15) days following the termination of lease and vacation of the premises.

(b) The Association shall have the right to evict any tenant from occupancy of an apartment in the event of failure by such tenant to comply with the rules and regulations of the Association, subject to all applicable provisions of Florida Law. The Board shall provide the apartment owner with written notice prior to the institution of eviction proceedings. In the event of such proceedings, the apartment owner shall be responsible for the court costs and attorney's fees incurred by the Association.

10.9 Regulations. Reasonable regulations concerning the use of the condominium property may be made and amended from time to time by the Board of Directors of the Association. The regulations presently in force, are listed in a separate section of these documents.

10.10 Deleted.

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

11.1 Transfers Subject to Approval.

a. Sale. No apartment owner may dispose of an apartment or any interest therein by sale without approval of the Association.

b. Lease. An apartment owner may lease an apartment without the approval of the Association, but subject to other provisions herein. In the event an apartment is leased, it shall not release the owner from any obligation under this Declaration. In the event any lessee annoys or disturbs the owners of the other apartments in the reasonable use, possession or enjoyment of their property, then the Association may give ten (10) days written notice of the termination of lease and the lessee shall vacate the apartment within said period.

c. Gift. If any apartment owner shall acquire his title by gift, the continuance of his ownership of his apartment shall be subject to the approval of the Association.

d. Devise or Inheritance. If any apartment owner shall acquire his title by devise or inheritance, the continuance of his ownership of his apartment shall be subject to the approval of the Association.

11.2 Approval by Association. The approval of the Association which is required for the transfer or ownership of apartments shall be obtained in the following manner:

a. Notice to Association.

(1) Sale. An apartment owner intending to make a bona fide sale of his apartment or any interest herein shall give to the Association notice, in writing, of such intention together with the name and address of the intended purchaser as the Association may reasonably require. Such notice at the apartment owner's option may include a demand by the apartment owner that the Association furnish a purchaser if the proposed purchaser is not approved; and if such demand is made, the notice shall be accompanied by an executed copy of the proposed contract to sell.

(2) Lease. If the proposed transaction is a lease, no certificate of approval is necessary, however, the required notice and information should be furnished to the Association at least 30 days prior to the commencement of the lease.

(3) Gift, Devise or Inheritance and Other Transfers. An apartment owner who has obtained his title by gift, devise or inheritance, or by any other manner not heretofore considered, shall give to the Association notice, in writing, of the acquiring of his title, together with such information concerning the apartment owner as the Association may reasonably require, and a certified copy of the instrument evidencing the owner's title.

(4) Failure to Give Notice. If the notice to the Association herein required is not given, then at any time after receiving knowledge of a transaction or event transferring ownership or possession of an apartment, the Association at its election and without notice may approve or disapprove the transaction or ownership. If the Association disapproves the transaction or ownership, the Association shall proceed as if it had received the required notice on the date of such disapproval.

b. Certificate of Approval.

(1) Sale. If the proposed transaction is a sale, then within 60 days after receipt of such notice and information the Association must either approve or disapprove the proposed transaction. If approved, the approval shall be stated in a certificate executed by the president and secretary or managing agent of the Association in recordable form and shall be delivered to the seller and shall be recorded in the Public Records of Pinellas County, Florida.

(2) Lease. If the proposed transaction is a lease, then within 60 days after receipt of such notice and information the Association must either approve or disapprove the proposed transaction. If approved, the approval shall be stated in a certificate executed by the president and secretary or managing agent of the Association in non-recordable form and shall be delivered to the Lessor.



(3) Gift, Devise or Inheritance, and Other Transfers. If the apartment owner giving notice has acquired his title by gift, devise or inheritance or in any other manner, then within 60 days after receipt of such notice and information the Association must either approve or disapprove the continuance of the apartment owner's ownership of his apartment. If approved, the approval shall be stated in a certificate executed by the president and secretary or managing agent of the Association in recordable form and shall be delivered to the apartment owner and shall be recorded in the Public Records of Pinellas County, Florida.

c. Approval of Corporate Owner or Purchaser. Inasmuch as the condominium may be used only for residential purposes and a corporation cannot occupy an apartment for such use, if the apartment owner or purchaser of an apartment is a corporation, the approval of ownership by the corporation may be conditioned by requiring that all persons occupying the apartment be also approved by the Association.

11.3 Disapproval by Association. If the Association shall disapprove a transfer of ownership of an apartment, the matter shall be disposed in the following manner:

a. Sale. If the proposed transaction is a sale and if the notice of sale is given by the apartment owner shall so demand, then within 60 days after receipt of such notice and information the Association shall deliver or mail by certified or registered mail to the apartment owner an agreement to purchase by a purchaser being either the Association or a person approved by the Association who will purchase and to whom the apartment owner must sell the apartment upon the following terms:

(1) At the option of the purchaser to be stated in the agreement, the price to be paid shall be that stated in the disapproved contract to sell or shall be the fair market value determined by arbitration in accordance with the then existing rules of the American Arbitration Association, except that the arbitrators shall be two appraisers appointed by the American Arbitration Association who shall base their determination upon an average of their appraisals of the apartment; and a judgment of specific performance of the sale upon the award rendered by the arbitrators may be entered in any court of competent jurisdiction. The expense of the arbitration shall be paid by the purchaser.

(2) If the purchaser shall elect to purchase at the price stated in the agreement, the purchase price shall be paid in the manner and subject to the conditions of such agreement; if the purchaser shall elect to purchase at the fair market value determined by arbitration, the purchase price shall be paid in cash.

(3) The sale shall be closed within 30 days after the delivery or mailing of said agreement to purchase, or within 30 days after the determination of the sale price if such is by arbitration, whichever is the later.

(4) If the Association shall fail to purchase or provide a purchaser upon the demand of the apartment owner in the manner provided, or if a purchaser furnished by the Association shall default in his agreement to purchase, the proposed transaction shall be deemed to have been approved and the Association shall furnish a certificate of approval as elsewhere provided.

b. Gift, Device or inheritance, Other transfers:

If the apartment owner giving notice has acquired his title by gift, device or inheritance, or in any other manner, then within sixty days after receipt from the apartment owner of the notice and information required to be furnished, the Association shall deliver or mail by certified or registered mail to the apartment owner an agreement to purchase by a purchaser, being either the Association or a person who will purchase and to whom the apartment owner must sell the apartment upon the following terms:

(1) The sale price shall be the fair market value determined by agreement between the seller and purchaser within 60 days from the delivery or mailing of such agreement, and in the absence of agreement as to price, it shall be determined by arbitration in accordance with the then existing rules of the American Arbitration Association, except that the arbitrators shall be two appraisers appointed by the American Arbitration Association who shall base their determination upon an average of their appraisals of the apartment; and a judgement of specific performance of the sale upon the award rendered by the arbitrators may be entered in any court of competent jurisdiction. The expense of the arbitration, will be paid by the purchaser.

(2) The purchase price shall be paid in cash.

(3) The sale shall be closed within 30 days following the determination of the sale price.

(4) If the Association shall fail to purchase or provide a purchaser as herein required, or if a purchaser furnished by the Association shall default in his agreement to purchase, then notwithstanding the disapproval, such ownership shall be deemed to have been approved, and the Association shall furnish a certificate of approval as elsewhere provided.

11.4 Deleted.

11.5 Exceptions. The foregoing provisions of this section entitled "Maintenance of Community Interests" shall not apply to a transfer to or purchase by a bank, life insurance company or savings and loan association which acquired its title as the result of owning a mortgage upon the apartment concerned, and this shall be so whether the title is acquired by deed from the mortgagor or his successor in title or through foreclosure proceedings; nor shall such provisions apply to a transfer, sale or lease by a bank, life insurance company or savings and loan association which so acquires its title; nor shall such provisions apply to a transfer to or a purchase by the Developer or a transfer, sale or lease by the

(11.5 Exceptions. continued)

Developer; nor shall such provisions require the approval of a purchaser who acquires the title to an apartment at a duly advertised public sale with open bidding which is provided by law, such as, but not limited to, execution sale, foreclosure sale, judicial sale or tax sale.

**11.6 Separation of Interests.** A sale of an apartment shall include all of its appurtenances and appurtenances may not be sold separate from an apartment. A lease of an apartment shall include the parking space appurtenant to it and no parking space may be leased separate from the apartment to which it is appurtenant. A lease of an apartment need not include the rights appurtenant to it to use the community facilities, provided, that such rights not so leased must be specifically retained by the lessor and may not be separately leased or assigned.

**11.7 Unauthorized Transactions.** Any sale, mortgage or lease which is not authorized pursuant to the terms of this Declaration shall be void unless subsequently approved by the Association.

**11.8 Notice of Lien or Suit.**

a. **Notice of Lien.** An apartment owner shall give notice, in writing, to the Association of every lien upon his apartment other than for permitted mortgages, taxes and special assessments within 5 days after the attaching of the lien.

b. **Notice of Suit.** An apartment owner shall give notice, in writing, to the Association of every suit or other proceedings which may affect the title to his apartment, such notice to be given within 5 days after the apartment owner received knowledge thereof.

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

**11.9 Transfer Fee.** The Association shall have the right to charge a transfer approval fee upon each sale, mortgage, lease, sublease, or other transfer of a condominium unit, which fee shall not exceed the maximum fee permitted under the provisions of Florida Statute Chapter 718, The Condominium Act, as the same may be amended from time to time, and which at the time of the recordation of this Amendment is \$100.

**12. Purchase of Apartments by Association.** The Association shall have the power to purchase apartments, subject to the following provisions:

**12.1 Decision.** The decision of the Association to purchase an apartment shall be made by its directors, without approval of its membership except as elsewhere provided in this section.

12.2 Limitation. If at any one time the Association be the owner or agreed purchaser of 3 or more apartments, it may not purchase any additional apartments without the prior written approval of 75 per cent of members eligible to vote thereon. A member whose apartment is the subject matter of the proposed purchase shall be ineligible to vote thereon. Provided, however, that the foregoing limitation shall not apply to apartments to be purchased at public sale resulting from a foreclosure of the Association's lien for delinquent assessments where the bid of the Association does not exceed the amount found due the Association, or to be acquired by the Association in lieu of foreclosure of such lien if the consideration therefor does not exceed the cancellation of such lien.

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

13.1 Enforcement. The Association and manager are hereby empowered to enforce this Declaration and the By-Laws and rules and regulations of the Association by entry to any apartment at any reasonable time to make inspection, correction, or compliance.

13.2 Negligence. An apartment owner shall be liable for the expense of any maintenance, repair or replacement rendered necessary by his act, neglect or carelessness or by that of any member of his family, his lessees, or his or their guests, invitees, employees, or agents, but only to the extent that such expense if 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 an apartment or its appurtenances, or of the common elements or of the limited common elements.

13.3 Costs and Attorneys' Fees. In any proceeding arising because of an alleged failure of an apartment owner to comply with the terms of the Declaration, By-Laws, and rules and regulations adopted pursuant thereto, and management agreement, and said documents and rules and regulations as they may be amended from time to time, the prevailing party shall be entitled to recover the costs of the proceeding and such reasonable attorneys' fees as may be awarded by the court, provided no attorney' fees may be recovered against the Association in any such action.

13.4 No Waiver of Rights. The failure of the Developer, or the Association, or any apartment owner to enforce any covenant, restriction or other provisions of the Condominium Act, this Declaration, the By-Laws, or the rules and regulations adopted pursuant thereto, shall not constitute a waiver of the right to do so thereafter.

14. Amendments. Subject to the other provisions of the Declaration relative to amendment, this Declaration and the Articles of Incorporation and By-Laws of the Association may be amended in the following manner:

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

14.2 Resolution. An Amendment may be proposed by either the Board of Directors or by 75% of the members of the Association. The adoption of any proposed amendment, except as elsewhere provided in this Declaration or otherwise provided by the provisions of Florida Statutes Chapter 718, as amended from time to time, and the rules of the Florida Administrative Code promulgated thereunder, shall be by the affirmative vote and approval thereof of not less than 75% of the entire membership of the Association voting in person or by proper proxy at an annual or special meeting duly called for such purposes.

14.3 Agreement. In the alternative, an amendment may be made by an agreement signed and acknowledged by all of the record owners of apartments in the condominium in the manner required for the execution of a deed, and such amendment shall be effective when recorded in the Public Records of Pinellas County, Florida.

14.4 Proviso. Provided, however, that no amendments shall discriminate against any apartment owner, nor against any apartment or class or group of apartment owners or apartments unless the apartment owners so affected and such of their first mortgagees which are banks, savings and loan associations, and insurance companies, shall consent; and no amendment shall change any apartment nor the share in the common elements, and other of its appurtenances nor increase the owner's share of the common expenses unless the owner of the apartment concerned, and all of such mortgagees as first above recited shall join in the execution of the amendment. either shall an amendment of this Declaration make any change in Sections 8 or 9 unless the record owners of all mortgages upon apartments in the condominium shall join in the execution of the amendment; nor shall any amendment of this Declaration make any change which would in any way affect any of the rights, privileges, powers and options of the Developer unless the Developer shall join in the execution of such amendment.

14.5 Execution and Recording. A copy of each amendment shall be attached to a certificate certifying that the amendment was duly adopted, which certificate shall be executed by the officers of the Association with formalities of a deed. The amendment shall be effective when such certificate and copy of the said amendment are recorded in the Public records of Pinellas County, Florida.

15. Termination. The condominium may be terminated in the following manner:

15.1 Agreement. The condominium may be terminated at any time by approval, in writing, of all of the owners of the condominium, and by all record owners of mortgages upon apartments therein owned by a bank, life insurance company, or a savings and loan association and by the Lessor.

15.2 Total Destruction of The Apartment Building. If all of the apartment building as a result of common casualty, be damaged within the meaning of 9.1 b (2) and it not be decided as therein. provided that such buildings shall be reconstructed or repaired, the condominium form of ownership will thereby terminate without agreement and the following shall be effective: The owners of the common elements shall thereupon be the owners, as tenants in common, of the condominium property and the assets of the Association and management agreement. The shares of the such tenants in common shall be the same as were their shares of the common elements.

15.3 General Provisions. Upon termination of the condominium the mortgagor and lienor of an apartment owner who shall thereby become a tenant in common, shall have a mortgage and lien solely and exclusively upon the undivided share of such tenant in common in and to the lands and other properties and rights which he may receive by reason of such termination or exclusion. The termination of the condominium shall be evidenced by a certificate of the Association executed by its president and secretary certifying as to facts affecting the termination, which certificate shall become effective upon being recorded in the Public Records of Pinellas County, Florida.

15.4 Amendment. This section 15 may only be amended in accordance with the provisions of 14.3 and 14.4.

16. Severability. The invalidity in whole or in part of any covenant or restriction or any section, subsection, sentence, clause phrase or word or other provision of this Declaration, the By-Laws, the rules and regulations of the Association, the management agreement and any exhibits attached hereto, shall not affect the remaining portions thereof.



DESCRIPTION OF THE LANDS

The following described lands are lying in St. Petersburg, Pinellas County, Florida:

The West 250 feet of the following described tract of land:

"From the East 1/4 corner of Section 12, Township 32 South, Range 16 East, run North  $0^{\circ}03'05''$  West, 603 feet along East line of said Section; thence South  $89^{\circ}52'55''$  West, 112.63 feet; thence South  $72^{\circ}25'28''$  West, 100 feet; thence South  $89^{\circ}52'55''$  West, parallel to the North line of the Southeast 1/4 of the Northeast 1/4 of said Section, a distance of 1122.31 feet, to intersection with the West boundary of the Southeast 1/4 of the Northeast 1/4 of said Section; thence South  $0^{\circ}03'41''$  East along said West boundary, 579.10 feet, to the Southwest corner of said Southeast 1/4 of the Northeast 1/4; thence North  $89^{\circ}37'10''$  East, along the East/West centerline of said Section, 1330.20 feet, to Point of Beginning. Less the following described portion conveyed to the City of St. Petersburg, for street purposes: From the Southeast corner of hereinabove described tract of land, run North, 50 feet; thence West, parallel to the South line of the Southeast 1/4 of the Northeast 1/4 of said Section 12-32-16, to a Point, 190 feet East of the West line of said Southeast 1/4 of the Northeast 1/4; thence in a northwesterly direction to a Point, 60 feet North and 160 feet East, of the Southwest corner of said Southeast 1/4 of the Northeast 1/4; thence West 70 feet; thence in a Northwesterly direction by a right curve having a radius of 30 feet to a Point 90 feet North and 60 feet East of the Southwest corner of said Southeast 1/4 of the Northeast 1/4; thence North 70 feet; thence in a northwesterly direction to a Point 50 feet East and 190 feet North of said Southwest corner of the Southeast 1/4 of the Northeast 1/4; thence North parallel to the West line of said Southeast 1/4 of the Northeast 1/4 to a Point 80 feet South of the North line of the South 1/2 of the Southeast 1/4 of the Northeast 1/4; thence West 50 feet to the Point of Intersection with the West boundary of the Southeast 1/4 of the Northeast 1/4; thence South along the West boundary, 579.10 feet, to the Southwest corner of said Southeast 1/4 of the Northeast 1/4; thence Easterly along the East/West Centerline of said Section to Point of Beginning.



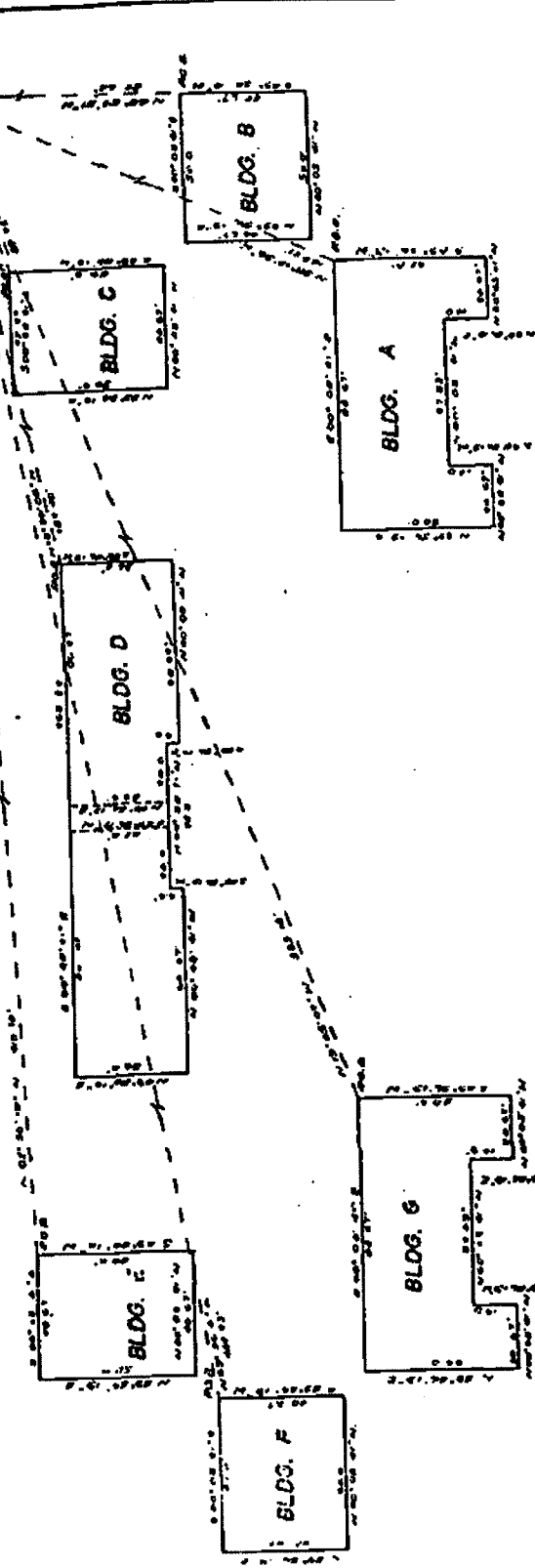


# BAY POINT PLAZA APARTMENTS

A CONDOMINIUM

SECTION 12, TOWNSHIP 32 S., RANGE 16 E.  
ST. PETERSBURG, PINELLAS COUNTY, FLORIDA

## FOUNDATION PLAN



FOUNDATION PLAN FOR THE BUILDINGS "A" THROUGH "F" IS AS FOLLOWS:

FROM THE EAST 174' CORNER OF SECTION 12 TOWNSHIP 32 S. RANGE 16 E. TO THE EAST CORNER OF THE BUILDING "A" 174' 0" EAST, 100' 0" SOUTH, 100' 0" WEST, 100' 0" NORTH TO THE EAST CORNER OF THE BUILDING "A".

FROM THE EAST CORNER OF THE BUILDING "A" TO THE EAST CORNER OF THE BUILDING "B" 174' 0" EAST, 100' 0" SOUTH, 100' 0" WEST, 100' 0" NORTH TO THE EAST CORNER OF THE BUILDING "B".

FROM THE EAST CORNER OF THE BUILDING "B" TO THE EAST CORNER OF THE BUILDING "C" 174' 0" EAST, 100' 0" SOUTH, 100' 0" WEST, 100' 0" NORTH TO THE EAST CORNER OF THE BUILDING "C".

FROM THE EAST CORNER OF THE BUILDING "C" TO THE EAST CORNER OF THE BUILDING "D" 174' 0" EAST, 100' 0" SOUTH, 100' 0" WEST, 100' 0" NORTH TO THE EAST CORNER OF THE BUILDING "D".

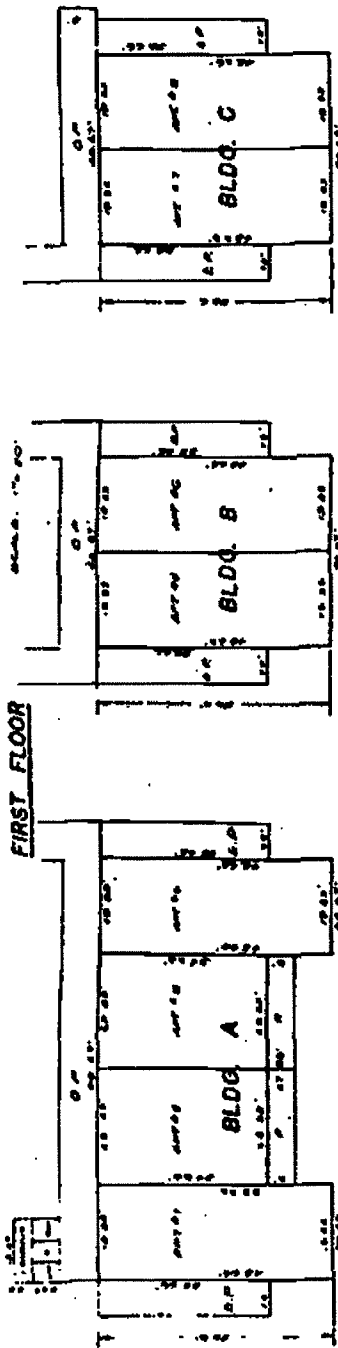
FROM THE EAST CORNER OF THE BUILDING "D" TO THE EAST CORNER OF THE BUILDING "E" 174' 0" EAST, 100' 0" SOUTH, 100' 0" WEST, 100' 0" NORTH TO THE EAST CORNER OF THE BUILDING "E".

FROM THE EAST CORNER OF THE BUILDING "E" TO THE EAST CORNER OF THE BUILDING "F" 174' 0" EAST, 100' 0" SOUTH, 100' 0" WEST, 100' 0" NORTH TO THE EAST CORNER OF THE BUILDING "F".

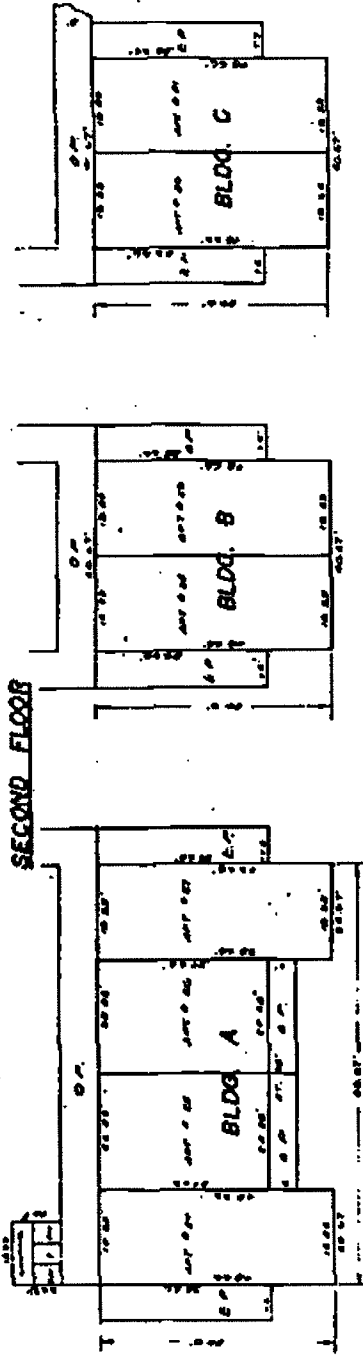
FROM THE EAST CORNER OF THE BUILDING "F" TO THE EAST CORNER OF THE BUILDING "A" 174' 0" EAST, 100' 0" SOUTH, 100' 0" WEST, 100' 0" NORTH TO THE EAST CORNER OF THE BUILDING "A".

PREPARED BY  
**GEORGE F. YOUNG, INC.**  
*George F. Young*  
P.L.L.C.  
1000 1st St. N.  
St. Petersburg, FL 34701

**FIRST FLOOR**

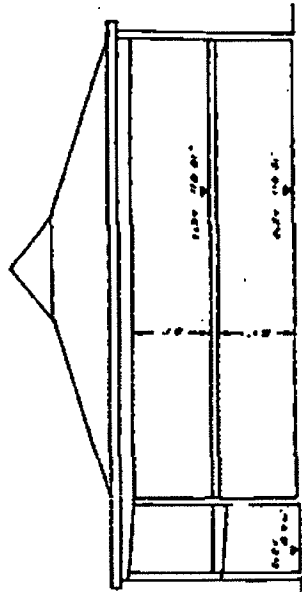


**SECOND FLOOR**



**LEGEND**  
 O P 4 OPEN PORCH  
 O P 5 ENCLOSED PORCH  
 O P 6 STAIRWAY  
 P 1 BATH

**NOTE**  
 ALL DIMENSIONS SHALL BE CERTAINLY  
 MEASURED FROM THE EXTERIOR  
 SURFACES OF EACH APARTMENT



**TYPICAL BUILDING ELEVATIONS - BUILDINGS A, B & C**

**NOTE:**  
 ELEVATIONS SHOWN IN THIS DRAWING  
 SHALL BE AS SHOWN

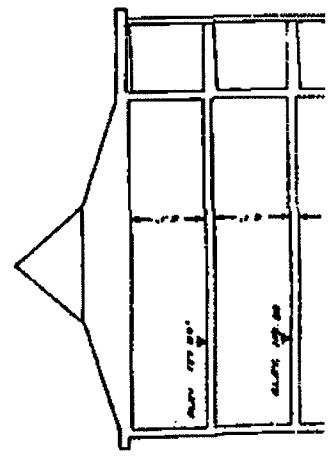
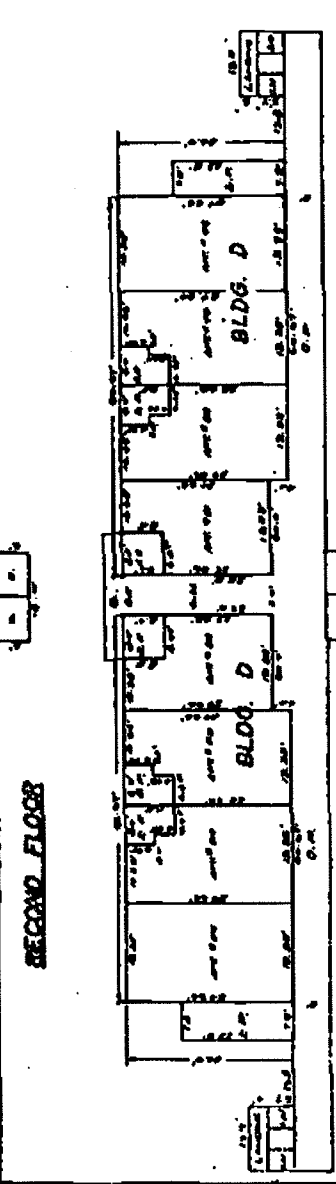
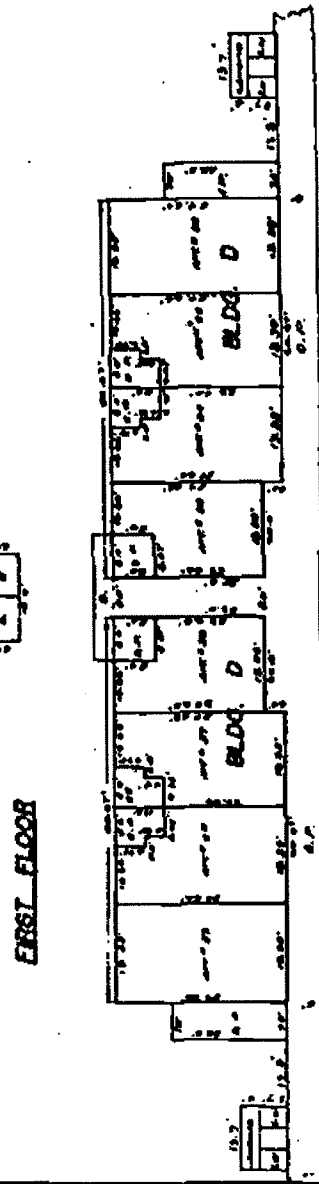
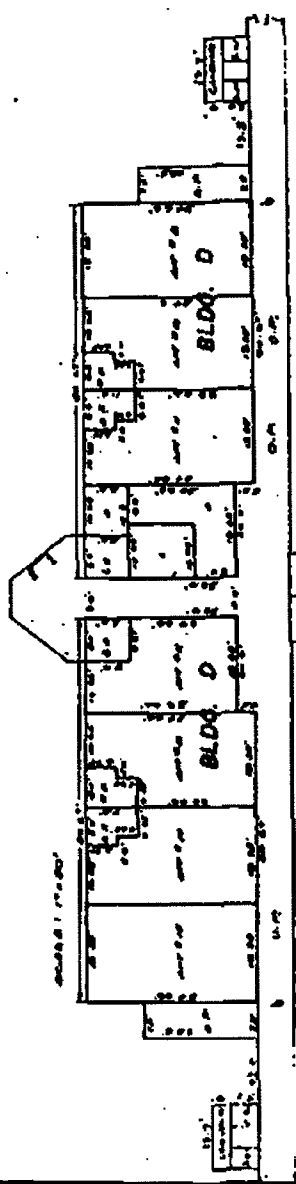
**BAY POINT PLAZA APARTMENTS**

**A CONDOMINIUM**  
 SECTION 12, TOWNSHIP 32 S., RANGE 16 E.  
 ST PETERSBURG, PINELLAS COUNTY, FLORIDA

DESIGNED BY  
 GEORGE S. JONES, INC.  
 1111 Bay Street  
 ST. PETERSBURG, FLORIDA 33705

- LEGEND:
- 1. - WALL FINISH
  - 2. - WALL FINISH
  - 3. - WALL FINISH
  - 4. - WALL FINISH
  - 5. - WALL FINISH
  - 6. - WALL FINISH
  - 7. - WALL FINISH
  - 8. - WALL FINISH
  - 9. - WALL FINISH
  - 10. - WALL FINISH

NOTE: ALL DIMENSIONS SHALL BE FOR CONCRETE SURFACE UNLESS OTHERWISE SPECIFIED. ALL DIMENSIONS SHALL BE TO CENTERLINE UNLESS OTHERWISE SPECIFIED.

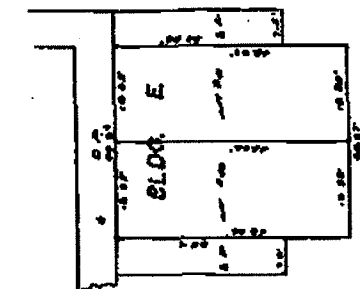
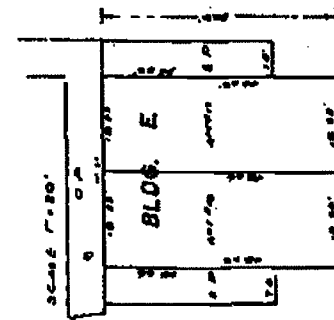
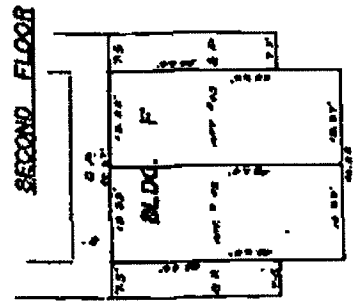
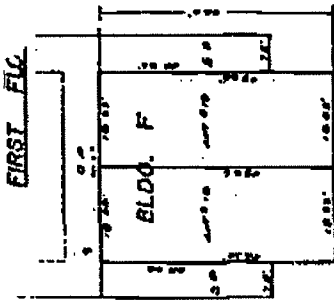
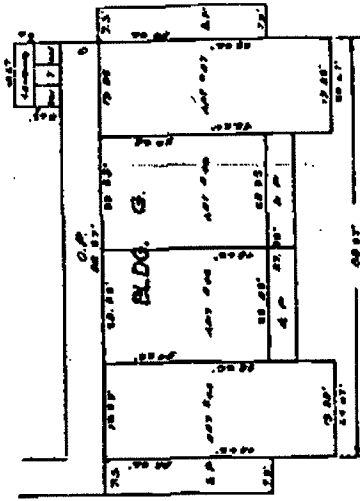
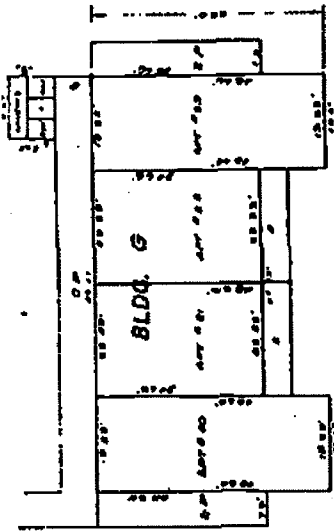


# BAY POINT PLAZA APARTMENTS

A CONDOMINIUM  
SECTION 12, TOWNSHIP 32 S., RANGE 16 E.  
ST PETERSBURG, PINELLAS COUNTY, FLORIDA

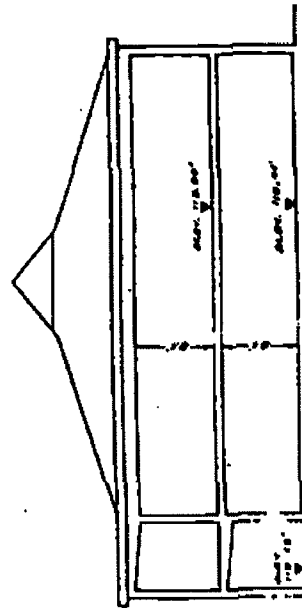
DESIGNED BY:  
GEORGE A. YOUNG, INC.

DATE: MAY 24, 1988  
PROJECT: 88-02



NOTE:  
 ALL DIMENSIONS SHALL BE COMMUNITY  
 DIMENSIONS UNLESS OTHERWISE NOTED TO  
 BE OTHERWISE DIMENSIONS TO  
 FINISH DIMENSIONS ON EACH APARTMENT

LEGEND:  
 - O.P. = OPEN AREA  
 - S.P. = STAIRS  
 - C.P. = COMMON AREA  
 - F.P. = FLOOR



TYPICAL BUILDING ELEVATIONS - BUILDINGS E, F & G

NOTES:  
 DIMENSIONS REFER TO M.S.L. = 31'00" (GUY DUTTIN)  
 SEE S.P. 11'

# BAY POINT PLAZA APARTMENTS

A CONDOMINIUM  
 SECTION 12, TOWNSHIP 32 S., RANGE 16 E.  
 ST. PETERSBURG, PINELLAS COUNTY, FLORIDA

OWNER OF  
 GEORGE F. YOUNG, INC.  
 1111 1st St. N.W.  
 SUITE 200  
 ST. PETERSBURG, FL 34702

DESCRIPTION

Condominium units 1 through 4 in Building A;  
Condominium units 5 and 6 in Building B;  
Condominium units 7 and 8 in Building C;  
Condominium units 9 through 15 in Building D;  
Condominium units 16 and 17 in Building E;  
Condominium units 18 and 19 in Building F;  
Condominium units 20 through 23 in Building G  
are designated as first floor apartments.

Condominium units 24 through 27 in Building A;  
Condominium units 28 and 29 in Building B;  
Condominium units 30 and 31 in Building C;  
Condominium units 32 through 39 in Building D,  
Condominium units 40 and 41 in Building E;  
Condominium units 42 and 43 in Building F;  
Condominium units 44 through 47 in Building G;  
are designated as second floor apartments.

Condominium units 48 through 55 in Building D  
are third floor apartments.

SHARE OF LAND AND OTHER COMMON ELEMENTS

A Condominium unit's share in the land and other common elements is and shall be a one fifty-fifth share.

SHARE OF COMMON EXPENSES

A Condominium unit's share of common expenses and common surplus is and shall be a one fifty-fifth share.

St. Petersburg, Florida 33705

Comparison of Apartment Numbers per Legal Description vs  
Apartment Numbers Presently Used

<u>Apartment Number Presently Used</u>	<u>Legal Description Apartment Number</u>	<u>Apartment Number Presently Used</u>	<u>Legal Description Apartment Number</u>
101	1	206	29
102	2	207	30
103	3	208	31
104	4	209	32
105	5	210	33
106	6	211	34
107	7	212	35
108	8	213	36
109	9	214	37
110	10	215	38
111	11	216	39
113	12	217	40
114	13	218	41
115	14	219	42
116	15	220	43
117	16	221	44
118	17	222	45
119	18	223	46
120	19	224	47
121	20	309	48
122	21	310	49
123	22	311	50
124	23	312	51
201	24	313	52
202	25	314	53
203	26	315	54
204	27	316	55
205	28		