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PINELLAS CO PLAN 22
HARRY S. CLINE
CLEARWATER, FLORIDA

Dec 27 12 58 PM '76

DECLARATION OF CONDOMINIUM

OF

WINDRUSH COVE
(a Condominium)

01 Cash 11 Ctr
40 Rec 108.00 R.
41 St _____
42 Sur _____
43 Int _____
Tot 108.00 m

THIS IS A DECLARATION OF CONDOMINIUM by Arican Development Corporation of Florida, a Florida Corporation duly qualified to do business in the State of Florida, hereinafter referred to as "Sponsor" established this Declaration of Condominium as a 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 711, Florida Statutes, and declares the same to be a condominium to be known and identified as:

WINDRUSH COVE, a Condominium

(Hereinafter referred to as "Condominium")

ARTICLE II

SURVEY AND DESCRIPTION OF IMPROVEMENTS

Annexed hereto and expressly made a part hereof as Exhibit "B" consisting of ten (10) 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 dimensions. Exhibit "B" is also recorded as a separate CONDOMINIUM PLAT in Condominium Plat Book 23 on Page 68, 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

DEVELOPMENT PLAN

(A) INTER-RELATED CONDOMINIUMS: WINDRUSH COVE is a self-contained condominium consisting of 100 apartment units. The property comprising the condominium, together with the improvements thereon consists of ten buildings, which together shall be governed by one condominium association, WINDRUSH COVE, INC., a Florida Corporation not for profit. A total projection of the lands which Developer has submitted to condominium ownership being described herein as Exhibit "B" to this Declaration. All of the buildings and affairs within the common plan shall be operated and governed by the same Association, hereinafter designated and herein referred to as the Association. All of the owners within a specific building shall have the right to use and enjoy all of the common elements appurtenant to WINDRUSH COVE, including but

"CONDOMINIUM PLATS PERTAINING TO THIS DECLARATION ARE RECORDED IN CONDOMINIUM PLAT BOOK 23 PAGES 68 THROUGH 77."

"EXHIBIT 1 TO PROSPECTUS"

THIS INSTRUMENT PREPARED BY
HARRY S. CLINE
McKee, Esq., Logan, Margrett & Cline, P.A.
FIRST NATIONAL BANK BUILDING
CLEARWATER, FLORIDA 33515

WRIT TO
ALBUQUENCH ECHRETT, LOGAN, MARGARET & CLINE, P.A.
P. O. BOX 1874
CLEARWATER, FLORIDA 33512

not limited to drive-ways, walk-ways, recreation facilities and recreation area, swimming pool and surrounding facilities.

(8) 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 said WINDRUSH COVE, except that the Developer shall not be required to pay any of such costs on unsold units held by it for sale for so long as Developer shall have guaranteed monthly maintenance charges or for so long as they shall not be increased.

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 100 separate and numbered apartment units which are designated in Exhibit "B" 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. Each apartment shall include a separate air conditioning unit located upon common elements, together with the ducts and pipes connecting the air conditioning unit to the apartment unit, and responsibility therefore shall be that of the unit owner.

*30 day
Min Rental
period*

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 comprised of the parking areas, apartment balconies, porches and balcony areas designated in Exhibit "B". As to each of said parking areas, a right of exclusive use for access and parking is hereby reserved as an appurtenance to a particular apartment unit. One parking space shall be assigned or sold by the Sponsor or the Board of Directors and the space shall thereafter be deemed a limited common element reserved for the use of the apartment unit to which it was originally sold or assigned. All parking areas not sold or assigned by the Sponsor or the Board of Directors shall be made available pursuant to regulations of the Association for

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guests or as additional parking spaces for apartment unit owners. As to each of said apartment porches and balconies, a right of exclusive use for access and use is hereby reserved as an appurtenance to the adjoining apartment unit and the transfer of the apartment unit shall be deemed to convey and transfer the adjoining balcony and porch. 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 WINDRUSH COVE, 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.

Each apartment unit owner shall be assigned a parking space in the initial transfer of the apartment unit. Such parking space shall be evidenced by a certificate of interest and shall not be changed or separated from the apartment unit except with the unanimous consent of all of the owners of all of the apartment units.

ARTICLE VI

PERCENTAGE OF OWNERSHIP OF COMMON ELEMENTS

The percentage of ownership in the common elements for each apartment unit is set forth in Exhibit "C" attached to this Declaration, which is incorporated herein by reference.

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. The expense of operation of each owner's air conditioning unit will be paid by said owner directly.

ARTICLE VIII

AMENDMENT OF PLANS AND COMPLETION
OF IMPROVEMENTS

(A) The Sponsor herein reserves the right to change or alter the interior design and arrangement of all apartment units and to alter the boundaries between apartments so long as the interest of the Sponsor has not been sold, provided that no such changes shall increase the number of apartments nor alter the boundaries of the common elements nor the boundaries of any apartments in which the Sponsor has sold his interest nor the percentage interest of any unit owner, without amendment of this Declaration of Condominium. Sponsor may make dimensional changes in the size of the rooms in the apartments, but may not change overall apartment area or structural walls except as herein provided.

(B) Any Amendment of this Declaration reflecting such alteration or modification of the interior design and arrangement of apartments need be signed and acknowledged only by the Sponsor and need not be approved by the Association, members of the Association, Apartment Owners or Lienors or Mortgagees of Apartments or of the Condominium, whether or not elsewhere required for an Amendment.

ARTICLE IX

EASEMENTS

(A) Easements are reserved to the Association 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 to the Association as may be required for utility services in order to adequately serve the condominium, and to adequately serve the facilities on the lands described in Exhibit "A" herein. Easements are also reserved for pedestrian traffic over and across sidewalks, paths, walks, lanes, corridors and common elements, as the same may exist now, and from time to time hereafter existing, for all residents and tenants of WINDRUSH COVE. 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. Easements are further reserved across and upon all common elements for the Sponsor, its successors and assigns, and for its guests, sales prospects and employees for as long as Sponsor owns units in the condominium.

(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 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) Easements are reserved to each unit owner for the ducts, piping and wiring necessary in connection with the air conditioning unit servicing said owner's apartment unit.

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(G) Developer expressly reserves the right to grant additional easements or rights of use, without the necessity of the joinder of the association or any of its members, for ingress and egress to the access road, and rights of use for the utilities situate therein or thereupon, to the commons building, the swimming pool area, and any subsequently developed dock facility, to such parties and at such times and upon such conditions, as Developer in its sole discretion shall determine.

ARTICLE X

ADMINISTRATION BY CONDOMINIUM ASSOCIATION

To facilitate efficient and effective administration of the WINDRUSH COVE, a non-profit corporation known and designated as WINDRUSH COVE, INC., shall administer the operation and management of the condominium 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 "D" and "E", 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 Developer, as therein provided.

ARTICLE XI

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 XII

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 notified in accordance with its By-Laws, by an affirmative vote of 75% of the total votes outstanding, and with the joinder of the Developer until such time as it shall have relinquished control of the Association as herein provided.

(B) Sub-section A of this Article shall not apply to any amendment attempting to change any condominium parcel, voting rights, percentage interests, or any provisions contained herein pertaining to termination. In order

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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.

ARTICLE XIII

MANAGEMENT

The Association shall enter into a Management Contract with a condominium management company, hereinafter referred to as the Management Contractor. A copy of a pro forma Management Contract is attached hereto as Exhibit "F" and any Management Contractor's fee shall be considered to be part of the common expenses of the Association.

ARTICLE XIV

TRANSFER SUBJECT TO APPROVAL

(A) SALE: No apartment unit owner may dispose of any apartment unit or any interest in an apartment unit by sale without approval of the Association, except to another apartment unit owner.

(B) OTHER TRANSFERS: If any apartment unit owner shall acquire title by gift, devise or inheritance, or in any other manner, his ownership of his apartment unit shall nevertheless be subject to the approval of the Association. However, if such person acquiring title by gift, devise or inheritance is the spouse, issue or parent of the donor or deceased owner, or another owner in the Condominium, then the continuance of his ownership shall not be subject to Association approval.

(C) LEASES: There are no restrictions on leasing by any apartment unit owner.

30 day minimum

(D) APPROVAL BY THE ASSOCIATION: The approval of the Association that is required for the transfer of ownership of apartments shall be obtained in the following manner:

1. Notice to Association:

(a) Sale - An apartment owner intending to make a bona fide sale of his apartment unit, or any interest therein, shall give the Association notice of such intention together with the name and address of the intended purchaser and such personal and financial information as the Association may reasonably require.

(b) Transfers by Gift, Devise or In Other Manner - Any unit owner, obtaining title by gift, devise or inheritance, or by any other manner, shall give the Association notice of his acquisition of title, together with such information concerning the apartment unit owner as the Association may reasonably require and a certified copy of the instrument evidencing the owner's title.

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

2. Approval:

(a) If the transaction involves a sale situation, then the Association must, within thirty (30) days after receipt of notice as herein required, either approve or disapprove the contemplated transaction. If approved, such approval shall be evidenced by a certificate executed by the President and Secretary of the Association which shall be recorded in the Public Records at the expense of the Purchaser. If an apartment unit owner giving notice has acquired his title by gift, devise or inheritance, or in any other manner, then the Association must grant approval or disapproval within thirty (30) days, approval to be stated in a certificate recordable in form and which shall be recorded in the Public Records of Pinellas County, Florida, at the expense of the then owner.

3. Disapproval:

(a) Sale - In the event a proposed sale is disapproved, the selling owner shall be notified by certified mail, and if the owner still desires to consummate such a sale, he shall give written notice to the Association of such intention at least thirty (30) days prior to the closing date of such sale, together with the bona fide price and other terms of the sale. After notification of the Association, any member of the Association shall have the option to purchase the apartment unit at the price stated in the disapproved contract, which option shall be exercised by giving written notice to the Association and to the selling owner. Upon giving notice to the Association, the purchasing apartment unit owner shall deposit 10% of the purchase price with the President of the Association as a good faith deposit. This option shall also be available to the Management Contractor, the Sponsor and the Association. In the event the option is not exercised within 15 days of the Association's receipt of said notice, then the Association will be deemed to have approved the proposed transaction and shall execute whatever documents are reasonably required to evidence said approval.

In the event the option is exercised and a purchase is to be made by an apartment unit owner, or by the other entities referred to herein, the sale shall be made in accordance with the terms of the original contract submitted by the selling apartment unit owner, except that the purchasing apartment unit owner shall have an additional thirty (30) days from and after the original closing date on the contract of sale. All closing costs shall be borne by the respective parties in the customary manner.

(b) Gifts, devises and inheritances, and other transfers - In the event a transfer comes within this section and the transfer is disapproved, then the Association, the Management Contractor, the Sponsor, or any member of the Association, shall have the right and option to purchase such unit or interest therein for cash at the fair market value to be determined by arbitration as herein provided, which option shall be exercisable in the same manner as provided herein

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for sales; provided, however, that no deposit shall be required until the fair market value has been determined. Upon notification that the option is being exercised by the persons, corporations, or entities herein mentioned, the Association and the apartment unit owner desiring to make a gift, or the recipient of the unit interest by gift, devise or otherwise, shall each appoint a qualified real estate appraiser to act as arbitrators. The two arbitrators so appointed shall within ten days thereafter appoint another qualified real estate appraiser to act as a third arbitrator. Within thirty (30) days thereafter, the three arbitrators shall determine by majority vote the fair market value of the apartment unit ownership or interest therein which is the subject of the option, and shall thereupon give written notice of such determination to the apartment unit owner and to the Association. The optionee, whether the Association, a member thereof, the Management Contractor, or Sponsor, shall thereafter have thirty (30) days within which time to deposit 10% of the fair market value with the Association and in the event he fails to do so, said option shall expire and the Association will at that time give the requisite certificate of approval to the apartment unit owner.

(E) Notwithstanding any of the provisions hereinabove contained, the provisions of this Article shall not be applicable to the Sponsor; to any sale or transfer made by an institutional mortgagee acquiring title as a result of the foreclosure of its mortgage or by voluntary acceptance of a transfer of title in lieu of such foreclosure; to a purchaser acquiring title in such foreclosure proceedings, or accepting title in lieu of foreclosure, or to sales made pursuant to order or decree of court in connection with the foreclosure of an institutional first mortgage. And, until said Sponsor sells all of the units or releases control of the development as hereinabove provided, it is irrevocably authorized, permitted and empowered to sell condominium parcels to any purchaser approved by it, or to refuse to sell condominium parcels to any purchaser disapproved by it. Sponsor shall likewise have the right to lease or rent all unsold units without any prior consent from the association. Sponsor shall have the right to transact any business necessary to consummate sales, including but not limited to the right to maintain models, the right to post signs and promote sales in the condominium building or upon the common elements and it shall have the right to use the common elements and to show units for sale. Any sales office or model, any furniture therein, signs and all items pertaining to sale shall remain the property of the Sponsor. In the event there are unsold condominium units, Sponsor retains the right to be the owner of said units the same as any other apartment unit owner, excepting that the Sponsor will not be subject to the provisions of this Article relating to resale or other transfers of title.

ARTICLE XV

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

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his vendor to secure a portion, or all, of the purchase price. Such approval may not be arbitrarily withheld.

A first mortgagee has the right to request notification from the Association if, as to any unit or units covered by its mortgage, the monthly payments due the Association for maintenance, assessments and other like charges for such unit or units are in default for more than sixty (60) days. A first mortgagee shall have the right, following reasonable notice, to inspect the financial records of the Association to insure that its mortgagors are not in default as to such monthly charges.

ARTICLE XVI

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 attorneys' fees and any appeals 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, at the rate of ten (10%) percent per annum, and may be enforced and foreclosed as provided in Chapter 11.15 at the time this Declaration is placed of record. 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.

To meet costs or expenditures not budgeted, or costs or expenditures in excess of budget, whether for capital replacement, repairs and maintenance, or whether for operating needs, the Board of Directors is empowered to make special assessments. Any special assessments shall be secured by liens and the right to lien as aforesaid.

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. Any lien recorded for the non-payment of assessments shall be subordinate to any prior recorded institutional first mortgage.

ARTICLE XVII

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 if and their interests appear, said coverage to be at least in the amount of \$1,000 per occurrence for personal injury and/or property damage. 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, with a carrier having a rating of not less than BBB+ and which shall be non-assessable, 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

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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. Any reconstruction, repair or replacement shall be in accordance with the plans and specifications of the building prepared by the architect, said plans being on file with the building department of the city of Indian Rocks Beach, Pinellas County, Florida. 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.

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 XVIII

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 WINDRUSH COVE:

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 and to alter for sales models and offices as it deems appropriate.

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

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facilities for the enjoyment of the apartments, and by the Sponsor as hereinabove and hereinafter provided, for sales, promotions, and related uses.

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.

* Signs

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 owner or occupant of any apartment unit shall install any type of television antenna, machines or air conditioning units on the exterior, or which can be seen from the exterior, of the condominium property.

10. No apartment unit shall be used or permanently occupied other than as a single family residence.

(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 in WINDRUSH COVE, 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 in WINDRUSH COVE 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.

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ARTICLE XIX

TERMINATION

The condominium project shall continue until there is a voluntary termination in the manner provided for in Section 711 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 consent thereto, or by 75% under Article XVIII.

ARTICLE XX

The Developer/Sponsor, its successors and assigns have hereinabove reserved certain rights to facilitate the sale of its unsold units. The reserved rights include, but are not limited to, the right to use any unsold unit or units as model apartments for promotion, sales and related uses; the right to use the common areas for sales promotion, access, ingress and egress; and the right to maintain appropriate signs, in Sponsor's opinion, on the common areas relating to the development and the sale of units. Sponsor shall have the rights retained in this Declaration for so long as it retains one or more units for sale and this provision shall not be amended without the unanimous vote of all unit owners.

ARTICLE XXI

RESERVED RIGHTS AS TO ROAD ACCESS AND SEWER FACILITIES

The Developer/Sponsor expressly reserves the right, at any time in its discretion, to authorize rights of ingress, egress and regress, on, over and across the road owned by the Association to the owner or owners of contiguous pieces of property. The Developer/Sponsor further reserves the right, to grant and authorize additional easements for access to recreational facilities.

ARTICLE XXII

SOCIAL CLUB

There shall be a social and recreational club, known as the Windrush Cove Club. It shall have the responsibility for planning, organizing and administering all social and recreational activities and facilities, and coordinating the utilization of the facilities with any future contiguous development. A Board of Governors shall be elected for the club on an annual basis, and shall be comprised of three members of the Association. The Board shall make and enforce rules and regulations pertaining to the use of the recreational facilities. Membership in the Club shall be a mandatory condition of unit ownership, and the Board shall have the right to approve or disapprove all prospective purchasers in Windrush Cove, as provided in Article XIV of this Declaration. In the event the Board of Governors for the Windrush Cove Club shall not approve a prospective member by a majority vote, then the Association shall not approve the purchaser. The Club Board shall not be empowered to make assessments, and all funds for the operation thereof shall be part of the general budget for the Association. The initial Board shall be appointed by the developer, and any vacancies thereafter arising shall be filled by the Developer, until such time as the unit owners shall take over control of the Association.

11-4492 1817

ARTICLE XXIII

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 or 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 not using common elements or by the abandonment of his apartment unit.

(D) The term Developer and the term Sponsor mean, in addition to Arican Development Corporation of Florida, its successors and assigns, and any subsequent purchasers of the properties described herein by, through or as result of a deed or other instrument of conveyance.

IN WITNESS WHEREOF, Arican Development Corporation of Florida, has caused these presents to be signed in its name by its Vice President and its Corporate Seal affixed, attested to by its Secretary, the day and year first above written.

Signed, Sealed and Delivered
in the presence of:

ARICAN DEVELOPMENT CORPORATION OF FLORIDA

[Signature]

By: *[Signature]*
Vice President

[Signature]

Attest: _____
Secretary

STATE OF FLORIDA
COUNTY OF PINELLAS

I HEREBY CERTIFY that on this 24th day of December, 1976 personally appeared before me, an officer fully authorized and directed to administer oaths and take acknowledgments, John J. Pearson and [Signature] Vice President and Secretary, respectively, of ARICAN DEVELOPMENT CORPORATION OF FLORIDA, and they acknowledged before me that they executed the foregoing Declaration of Condominium and affixed the corporation seal, for and on behalf of the said corporation, for the purposes therein expressed.

WITNESS my hand and official seal the day and year first above written.

[Signature]
Notary Public

My Commission Expires:
NOTARY PUBLIC STATE OF FLORIDA AT LARGE
MY COMMISSION EXPIRES FOR THREE
YEARS FROM THE DATE OF THIS OATH

02.4492-1818

JOINDER OF MORTGAGEE

THE PHILADELPHIA NATIONAL BANK, a National Banking Organization, herein referred to as the "Mortgagee", hereby joins in and approves the making of the foregoing Declaration of Condominium for WINDRUSH COVE, a condominium, on properties situate in Pinellas County, Florida, and consents to the terms and conditions therein.

This 23rd day of December, 1976.

Signed, Sealed and Delivered in the presence of:

Robert J. Schwartz
Anderson G. Tuten

THE PHILADELPHIA NATIONAL BANK
By: Robert J. Schwartz
Assistant Vice-President

Attest: Anderson G. Tuten
~~Secretary~~
Assistant Vice President

(CORPORATE SEAL)

STATE OF PENNSYLVANIA :
COUNTY OF PHILADELPHIA :

I HEREBY CERTIFY that on this 23rd day of December, 1976, before me personally appeared Robert J. Schwartz and Anderson G. Tuten, Vice-President and ~~Secretary~~ Asst. Vice Pres. respectively, of The Philadelphia National Bank, a National Banking Organization, to me known to be the persons described in and who executed the foregoing Joinder 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 the organization, and the said instrument is the act and deed of the banking organization.

WITNESS my hand and official seal at Philadelphia County of Philadelphia, State of Pennsylvania, this 23rd day of December, 1976.

John J. [Signature]
Notary Public

My Commission Expires:

ED. G. PARK
111 N. 11th St. PHILA 20
W. 11th St. PHILA 11-3

6.8-4492 Rev. 1819

JOINDER OF ASSOCIATION

WINDRUSH COVE, 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 24th day of December, 1976.

Signed, Sealed and Delivered
in the Presence of:

[Signature]
[Signature]

WINDRUSH COVE, INC.

By: [Signature]
Vice-President

Attest: _____
Secretary

STATE OF Florida
COUNTY OF Pinellas

I HERBY CERTIFY, that on this 24th day of December, 1976,
before me personally appeared John S. Pearson and
[Signature] Vice-President and Secretary respectively
of WINDRUSH COVE, 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 in-
strument 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:
NO. _____ DATE OF EXPIRATION _____
P.O. _____

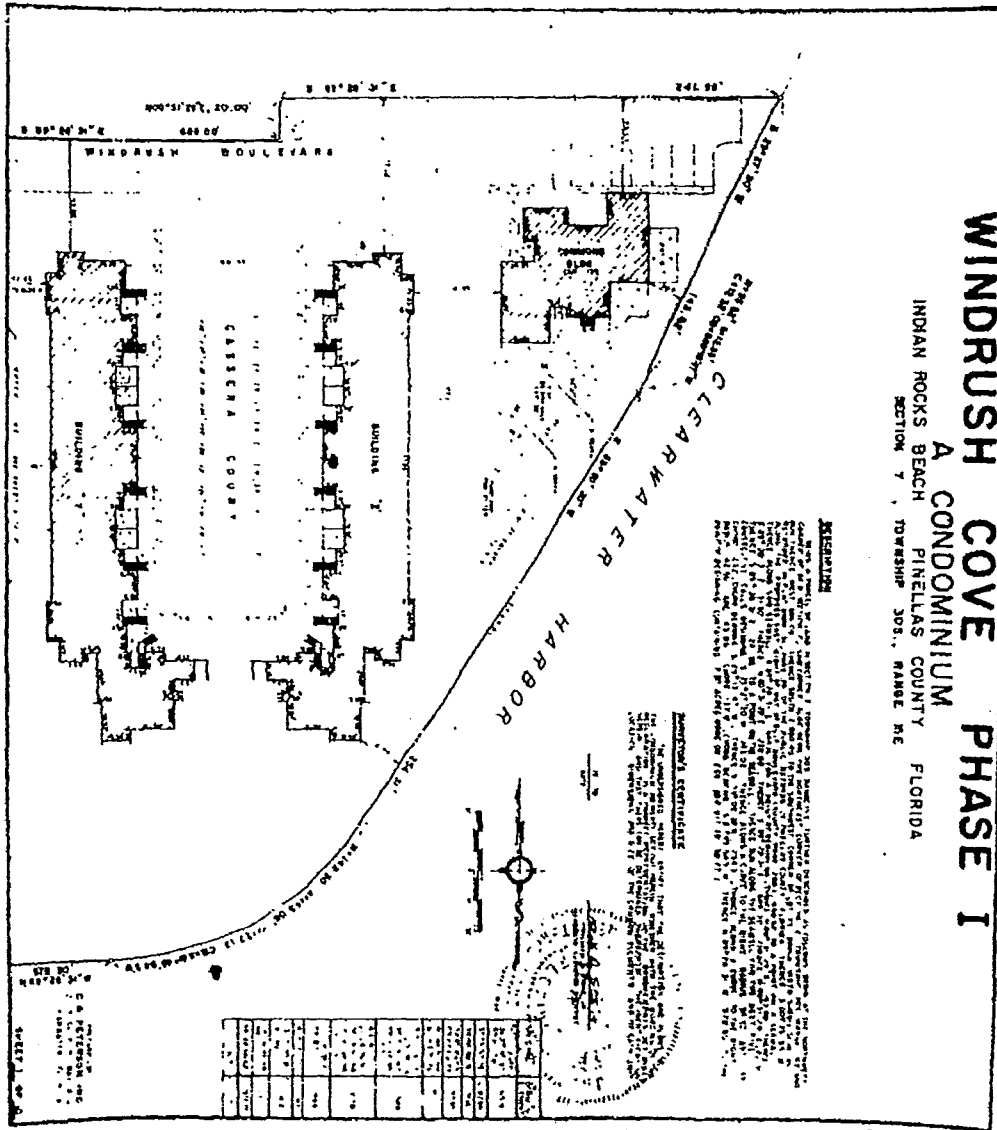
63.4492 PALM 1820

Phase I Parcel:

Begin at the northwest corner of Section 7, Township 30 South, Range 15 East, said corner also being the northeast corner of Section 12, Township 30 South, Range 14 East and run thence west 666.09 feet; thence south 2,650.40 feet to the southwest corner of Lot 73, Bahia Vista Subdivision as recorded in Plat Book 31, page 26 of the Public Records of Pinellas County, Florida; thence South $00^{\circ}33'53''$ West, along the proposed east right-of-way of Gulf Boulevard (County Road 208), 680.52 feet to a point on a seawall; thence along said seawall, South $89^{\circ}28'31''$ East, 544.16 feet for a P.O.B., thence North $00^{\circ}31'29''$ East, 163.00 feet, thence South $89^{\circ}28'31''$ East, 51.50 feet; thence North $00^{\circ}31'29''$ East, 238.00 feet; thence South $89^{\circ}28'31''$ East, 608.00 feet; thence North $00^{\circ}31'29''$ East, 20.00 feet; thence South $89^{\circ}28'31''$ East, 241.98 feet to a point on a seawall; thence run along the seawall for the next five consecutive calls beginning South $25^{\circ}27'30''$ West, 143.02 feet; thence along a curve to the right, radius 93.53 feet, arc 12.32 feet, chord 12.32 feet, chord bearing South $29^{\circ}13'47''$ West; thence South $33^{\circ}00'20''$ West, 254.31 feet; thence along a curve to the right, radius 142.50 feet, arc 143.06 feet, chord 137.12 feet, chord bearing South $61^{\circ}45'54.5''$ West; thence North $89^{\circ}28'31''$ West, 578.50 feet to the P.O.B., lying and being in Section 12, Township 30 South, Range 14 East and Section 7, Township 30 South, Range 15 East.

ALSO

Commence at the northwest corner of Section 7, said corner also being the northeast corner of Section 12, Township 30 South, Range 14 East and run thence West 666.09 feet; thence south 2,650.40 feet to the southwest corner of lot 73, Bahia Vista Subdivision as recorded in Plat Book 31, page 26 of the Public Records of Pinellas County, Florida; thence South $00^{\circ}33'53''$ West, along the easterly right-of-way line of the proposed extension of Gulf Blvd., (County Road 208), 43.85 feet for the P.O.B. of a parcel of land extending 17.50 feet either side of the following described centerline; thence South $88^{\circ}55'22''$ East, 102.00 feet to the beginning of a curve to the right, radius 105.00 feet, arc 106.28 feet, chord 101.88 feet, chord bearing South $69^{\circ}11'56.5''$ East; thence South $31^{\circ}28'31''$ East, 85.00 feet to the beginning of a curve to the left, radius 288.00 feet, arc 291.54 feet, chord 279.25 feet, chord bearing South $60^{\circ}28'31''$ East; thence South $89^{\circ}28'31''$ East, 115.07 feet to a point lying South $00^{\circ}31'29''$ West, 19.60 feet from the northwest corner of Phase I Parcel.



WINDRUSH COVE PHASE I
A CONDOMINIUM
 INDIAN ROCKS BEACH PINELLAS COUNTY FLORIDA
 SECTION 7 TOWNSHIP 30S RANGE 1E

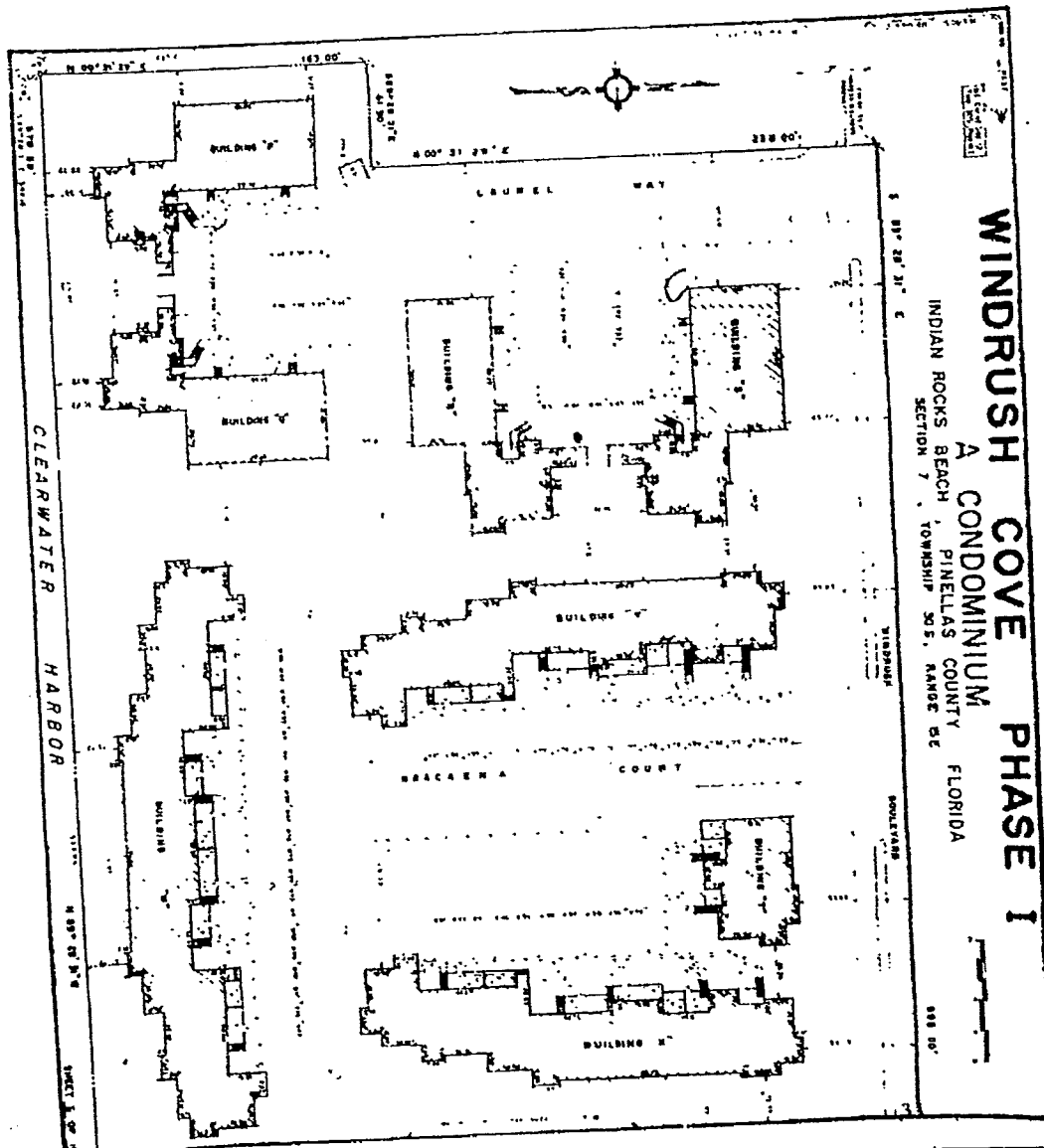
EXEMPTION

THIS PLAN IS A PRELIMINARY PLAN AND IS NOT TO BE USED FOR CONSTRUCTION. THE PLAN IS SUBJECT TO THE APPROVAL OF THE FLORIDA DEPARTMENT OF REVENUE AND THE FLORIDA DEPARTMENT OF TRANSPORTATION. THE PLAN IS SUBJECT TO THE APPROVAL OF THE FLORIDA DEPARTMENT OF REVENUE AND THE FLORIDA DEPARTMENT OF TRANSPORTATION. THE PLAN IS SUBJECT TO THE APPROVAL OF THE FLORIDA DEPARTMENT OF REVENUE AND THE FLORIDA DEPARTMENT OF TRANSPORTATION.

PROPERTY DESCRIPTION

THE PROPERTY IS A CONDOMINIUM UNIT, 1000 S.W. 10TH AVENUE, SUITE 1000, MIAMI, FLORIDA 33135. THE PROPERTY IS A CONDOMINIUM UNIT, 1000 S.W. 10TH AVENUE, SUITE 1000, MIAMI, FLORIDA 33135.

UNIT NO.	AREA (SQ. FT.)	COMMON AREA (SQ. FT.)	TOTAL AREA (SQ. FT.)
1	1,200	100	1,300
2	1,200	100	1,300
3	1,200	100	1,300
4	1,200	100	1,300
5	1,200	100	1,300
6	1,200	100	1,300
7	1,200	100	1,300
8	1,200	100	1,300
9	1,200	100	1,300
10	1,200	100	1,300



WINDRUSH COVE PHASE I
A CONDOMINIUM

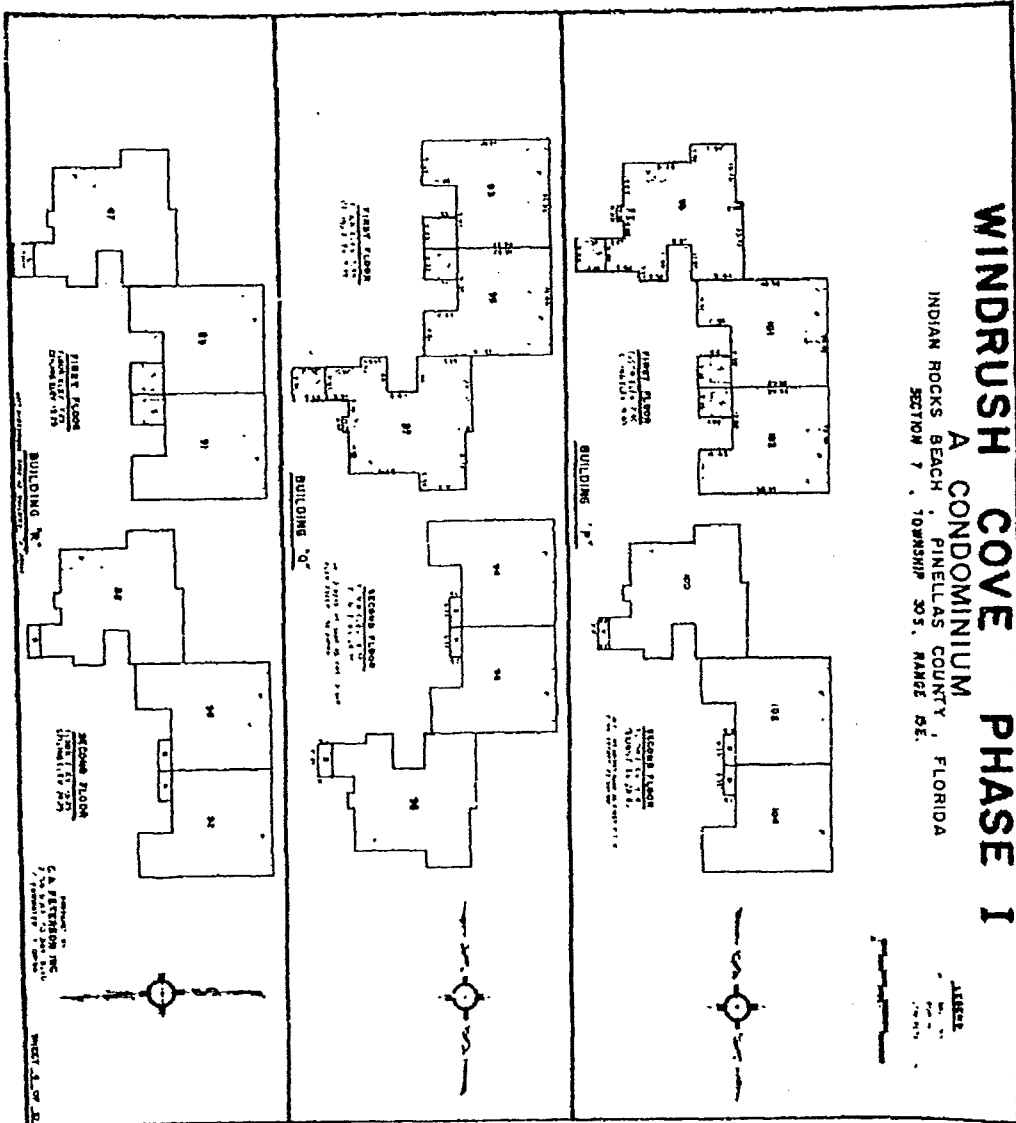
INDIAN ROCKS BEACH
PINELLAS COUNTY
FLORIDA
SECTION 7 TOWNSHIP 30 S. RANGE 22 E

500 00'

WINDRUSH COVE PHASE I

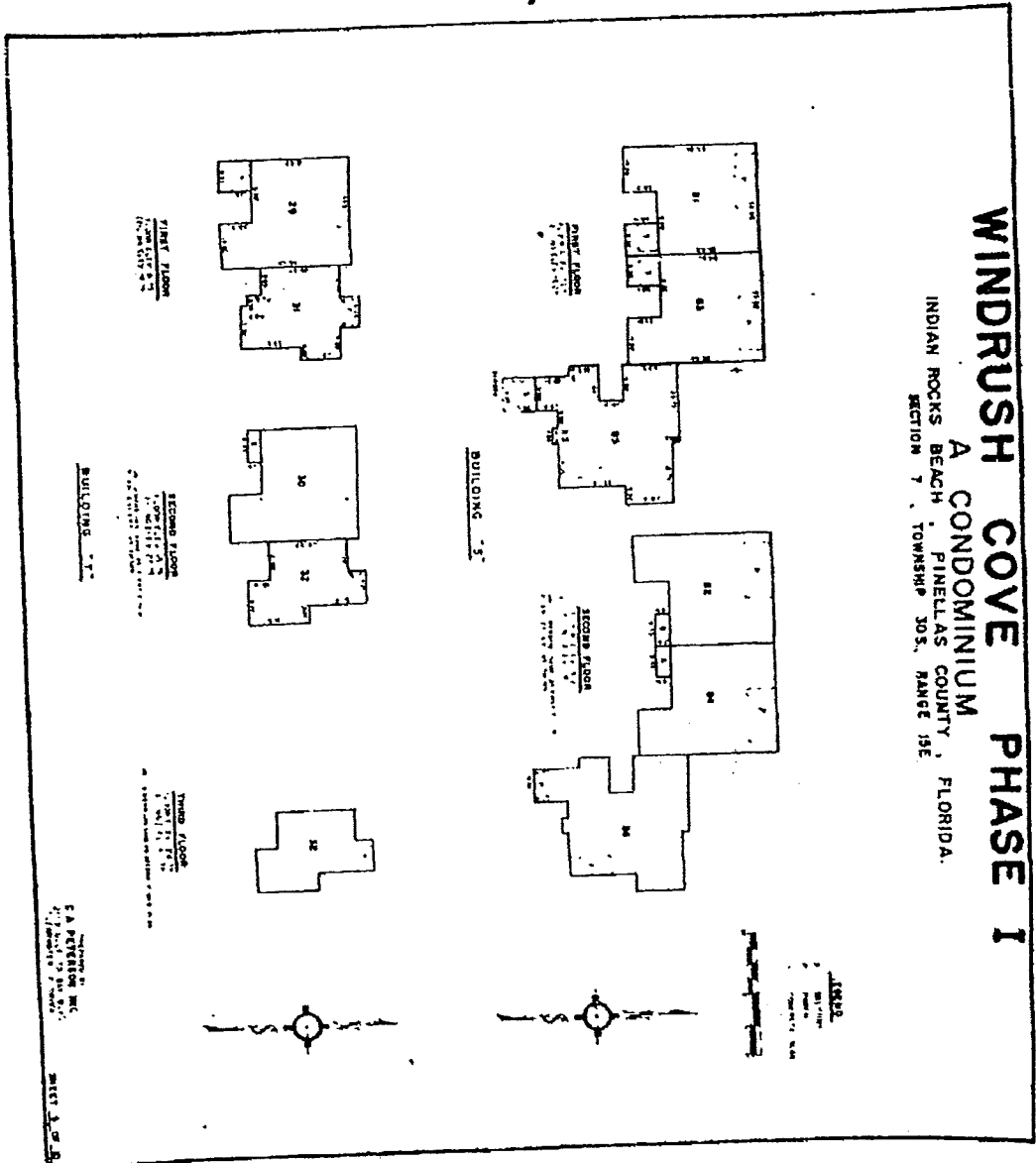
A CONDOMINIUM
INDIAN ROCKS BEACH, PINELLAS COUNTY, FLORIDA
SECTION 7, TOWNSHIP 30S, RANGE 2E.

ASSET



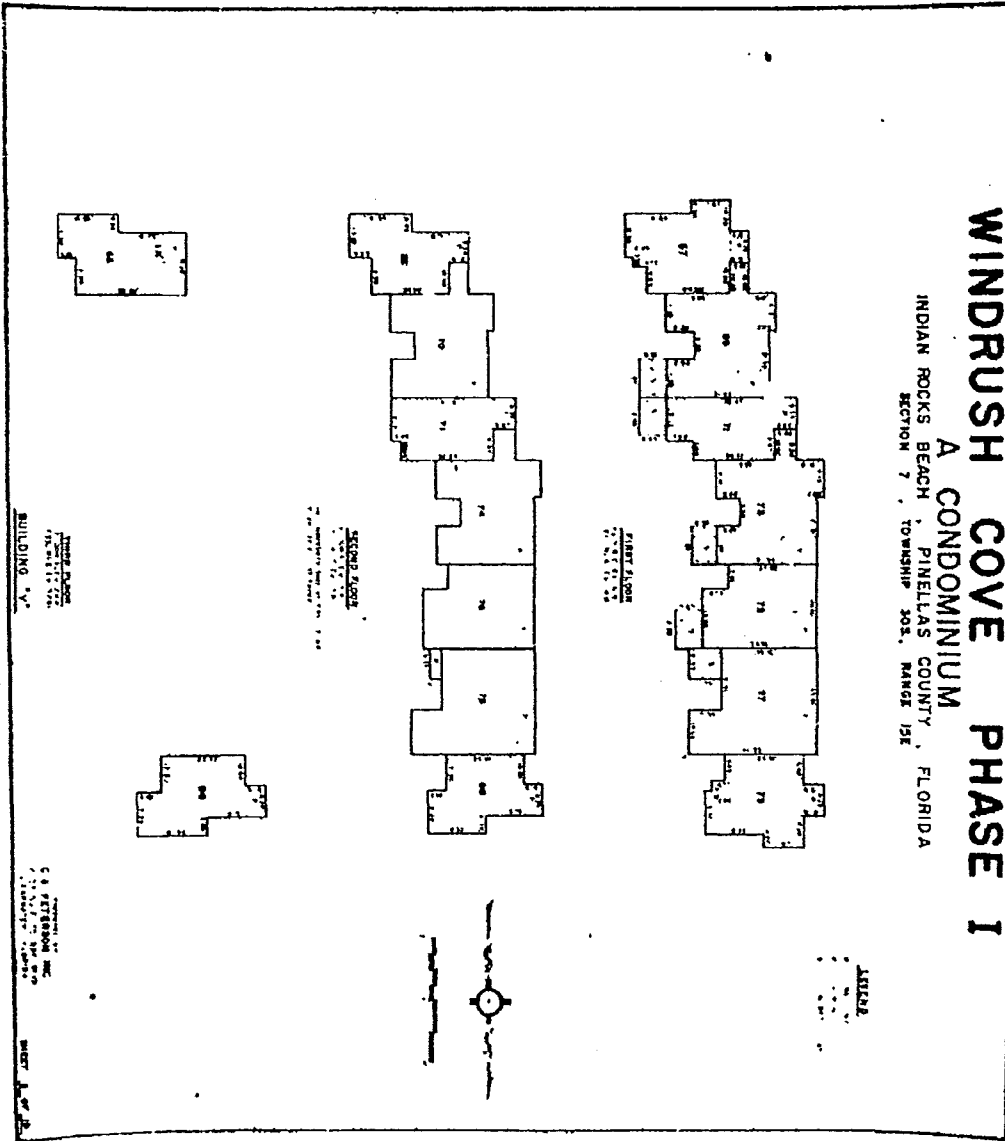
WINDRUSH COVE PHASE I

A CONDOMINIUM
INDIAN ROCKS BEACH, PINELLAS COUNTY, FLORIDA.
SECTION 7, TOWNSHIP 30S, RANGE 19E



WINDRUSH COVE PHASE I

INDIAN ROCKS BEACH PINELLAS COUNTY, FLORIDA
SECTION 7 TOWNSHIP 30S. RANGE 12E



FIRST FLOOR

SECOND FLOOR

THIRD FLOOR

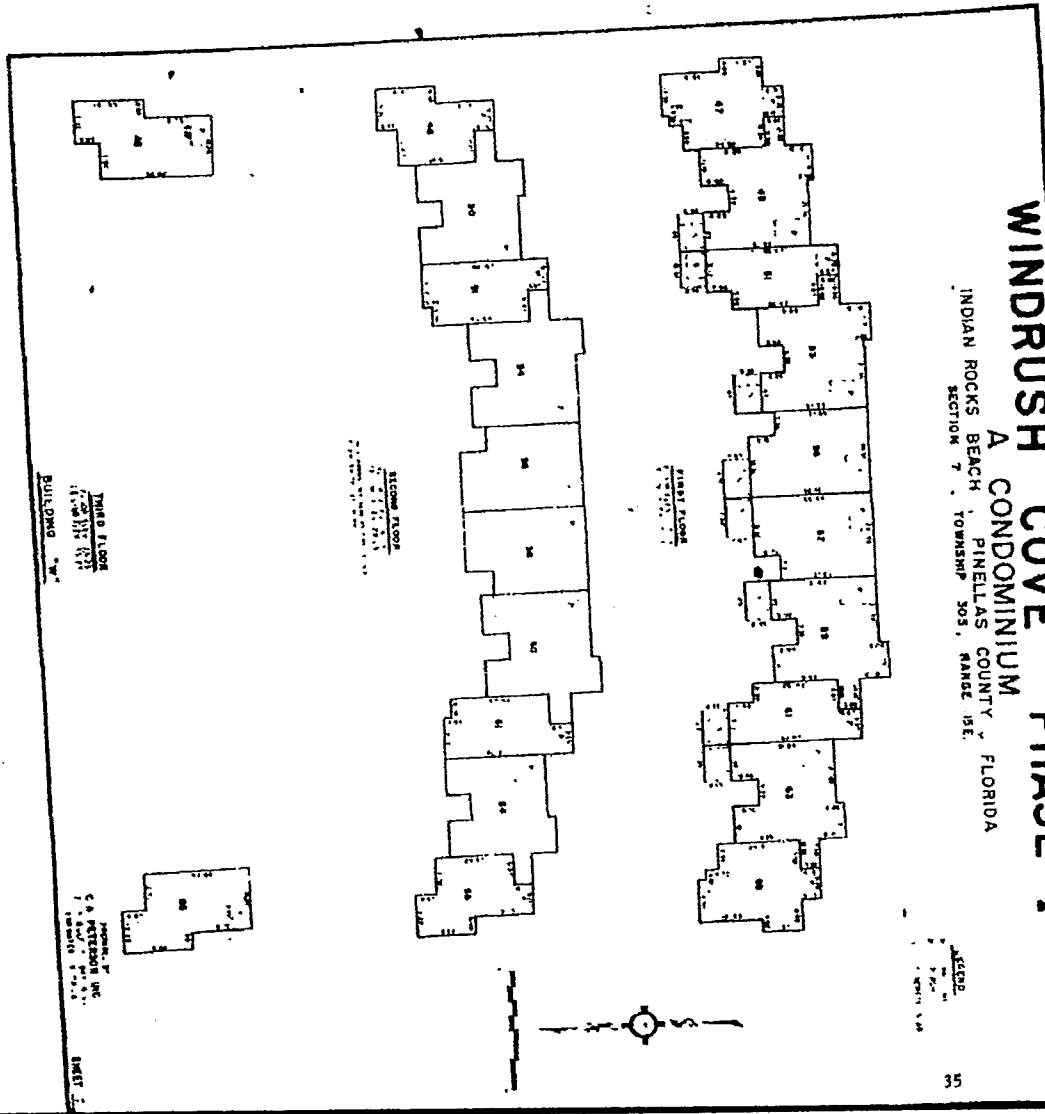
AREA

BUILDING



WINDRUSH COVE PHASE I

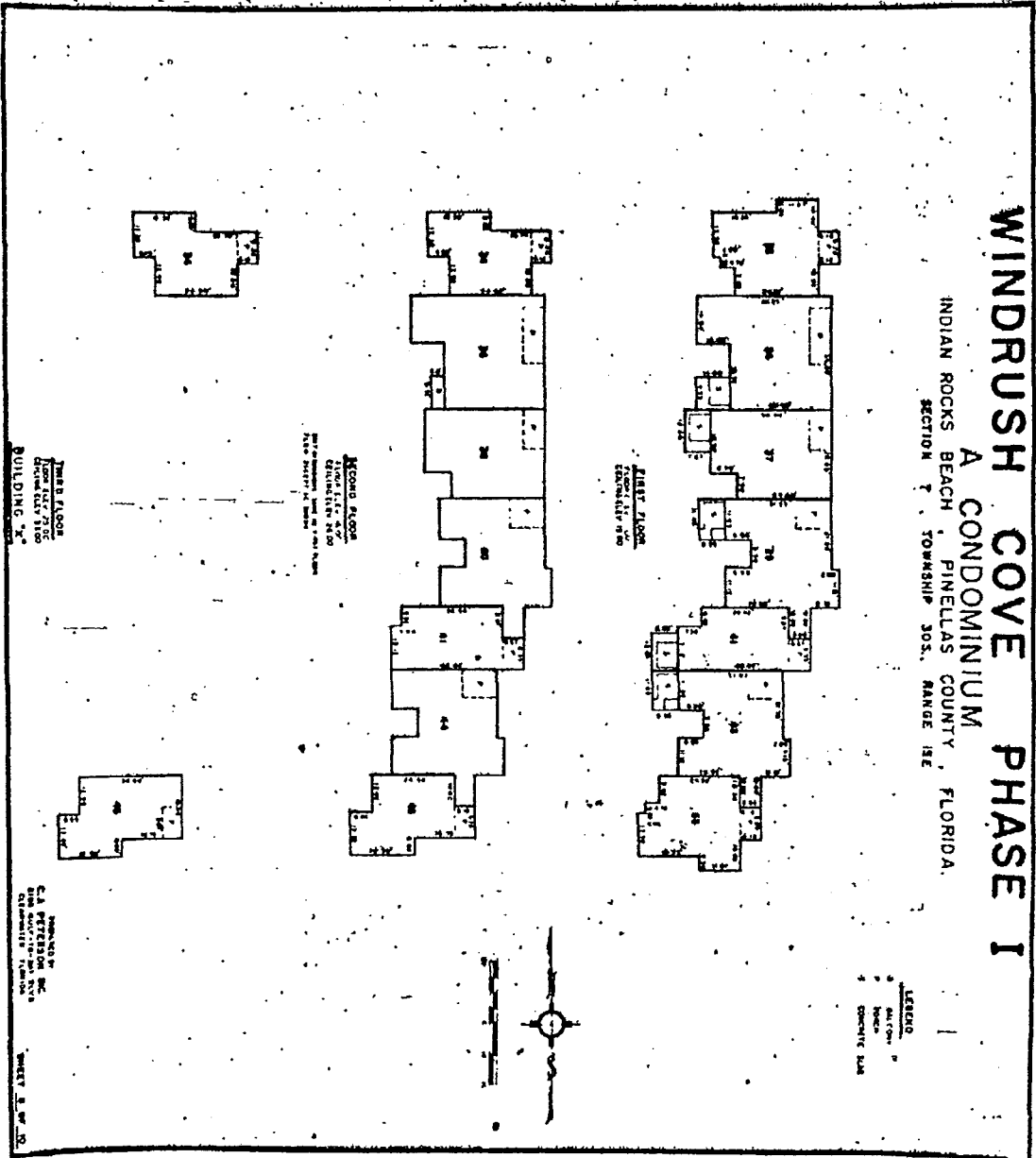
A CONDOMINIUM
INDIAN ROCKS BEACH, PINELLAS COUNTY, FLORIDA
SECTION 7, TOWNSHIP 30S, RANGE 15E.



AS PER
PLANS

WINDRUSH COVE PHASE I

A CONDOMINIUM
INDIAN ROCKS BEACH, PINELLAS COUNTY, FLORIDA.
SECTION 7, TOWNSHIP 30S., RANGE 18E



LEGEND
 Auto
 Block
 Concrete Slab

THIRD FLOOR
 FROM JULY 7/85
 CONSTRUCTION
 BUILDING 2

SECOND FLOOR
 FROM JULY 7/85
 CONSTRUCTION
 BUILDING 2

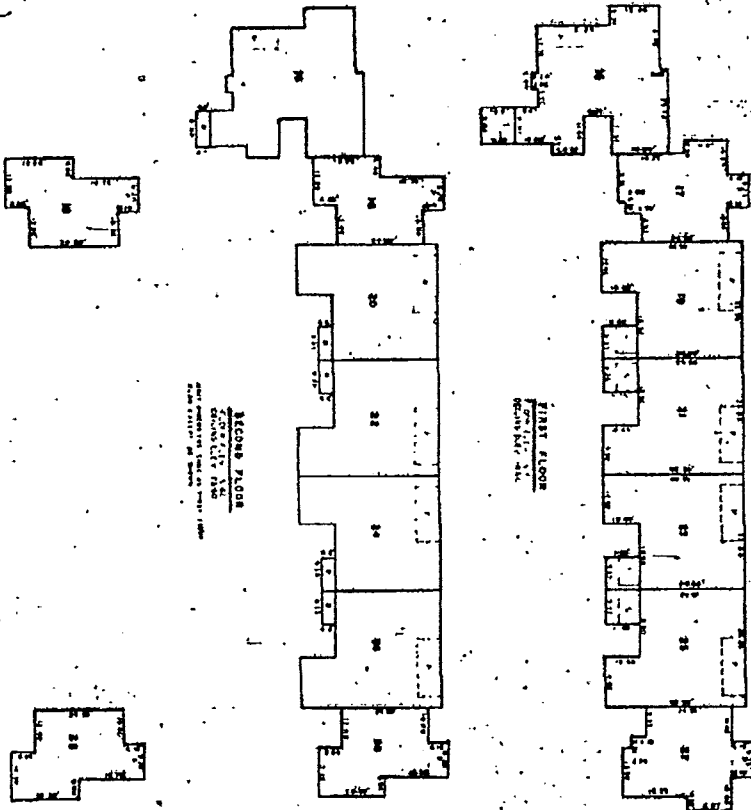
FIRST FLOOR
 FROM JULY 7/85
 CONSTRUCTION
 BUILDING 2

S.A. PETERSON INC.
 8000 W. BAYVIEW BLVD.
 SUITE 1000 MIAMI BEACH,
 FLORIDA 33141

SHEET 1 OF 12

WINDRUSH COVE PHASE I

A CONDOMINIUM
INDIAN ROCKS BEACH, PINELLAS COUNTY, FLORIDA
SECTION 7, TOWNSHIP 30S, RANGE 8E



FIRST FLOOR
COMMON AREA 214

SECOND FLOOR
COMMON AREA 214
TOTAL COMMON AREA 428

THIRD FLOOR
COMMON AREA 214
TOTAL COMMON AREA 428

PREPARED BY
S.A. PETERSON INC.
10700 W. 15th Ave.
TAMPA, FL 33607

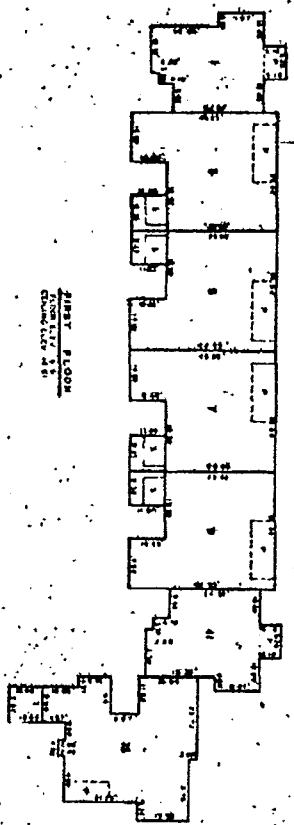
SHEET 2 OF 10

LEGEND
WALL
DOOR
COMMON AREA

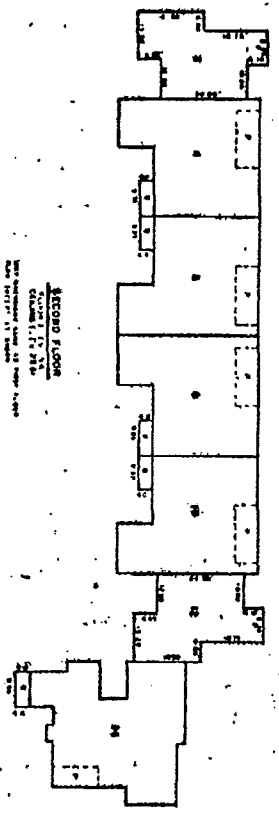
WINDRUSH COVE PHASE I

A CONDOMINIUM
INDIAN ROCKS BEACH, PINELLAS COUNTY, FLORIDA
SECTION 7, TOWNSHIP 30S, RANGE 18E

LEGEND
● BALCONY
○ STAIR
□ COMMON SLAB



FIRST FLOOR
CONVERT TO
COMMON SLAB



SECOND FLOOR
CONVERT TO
COMMON SLAB



THIRD FLOOR
CONVERT TO
COMMON SLAB

PREPARED BY
S.A. PETERSON INC.
2001 W. WASHINGTON ST.
CLEARWATER, FLORIDA

SHEET NO. 1

0.4492 net 1831

UNIT NO.	% OF COMMON ELEMENT
1, 11, 17, 27, 31, 33, 45, 47, 65, 67, 79	0.6919
37, 55, 57, 75	0.8286 -
38, 56, 58, 76	0.7516 -
39, 43, 49, 53, 59, 63, 69, 73	0.9535
40, 44, 50, 54, 60, 64, 70, 74	0.8710
3, 5, 7, 9, 19, 21, 32, 25, 29, 35, 77, 81, 83, 89, 91, 93, 95, 101, 103	1.0584
4, 6, 8, 10, 20, 22, 24, 26, 30, 36, 78, 82, 84, 90, 92, 94, 96, 102, 104	1.0038
2, 12, 18, 28, 32, 34, 80	1.1466
41, 51, 61, 71	1.2183
13, 15, 85, 87, 97, 99	1.2413
14, 16, 86, 88, 98, 100	1.1921
46, 48, 66, 68	1.197675
100 UNITS	100%

0.2.4492 PAI-1832

ARTICLES OF INCORPORATION

OF

WINDRUSH COVE, INC.

Dec 1 10 58 AM '76
TALLAHASSEE, FLORIDA

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

ARTICLE I

NAME

The name of the corporation shall be WINDRUSH COVE, INC. The principal place of business shall be: 1 Windrush Boulevard, Indian Rocks Beach, Florida. This corporation is referred to herein as the Association.

ARTICLE II

PURPOSE

The purpose for which the Association is organized is the operation of WINDRUSH COVE CONDOMINIUMS, according to the Declaration of Condominium now, or hereinafter, recorded in the Public Records of Pinellas County, Florida, and located upon lands in Indian Rocks Beach, Florida.

ARTICLE III

MEMBERS

The members of the Association shall constitute all of the record owners of condominium units in WINDRUSH COVE. Admission to membership shall be established by the recording in the Public Records of Pinellas County, Florida, a Deed or other instrument establishing a record title to the unit

0.1.4492 1833

In the condominium and the delivery to the Association of a certified copy of such instrument, which instrument shall reflect the prior approval of the Association as required by the respective Declaration of Condominium. Upon receipt of such a certified copy, the owner or owners designated by such instrument thus become members of the Association and the membership of the prior owner is terminated. The owner of each apartment shall be entitled to at least one vote as a member of the Association. The exact number of votes to be cast by owners of an apartment and the manner of exercising voting rights shall be determined by the By-Laws of the Association.

ARTICLE IV

TERM

The term of the Association shall be perpetual unless the condominium comprising such Association is terminated. In the event of such termination, the Association shall be dissolved in accordance with the applicable dissolution statute existing at such time.

ARTICLE V

DIRECTORS

The affairs of the Association shall be managed by a Board of Directors in a number determined by the By-Laws, but not less than three (3) Directors shall be authorized. In the absence of any determination, the Board shall consist of three (3) Directors. Directors need not be members of the Association. Members of the Board of Directors shall be elected, hold office, and be removed and replaced in the manner provided by the By-Laws.

The first election of Directors shall not be held until after the Developer has conveyed fifteen (15) percent or more of the condominium units, whereupon the condominium unit owners, other than the Developer, shall be entitled to elect not less than one-third (1/3) of the members

V.P. 4492 W.P. 1834

of the Board of Directors of the Association; condominium unit owners other than the Developer shall be entitled to elect not less than a majority of the members of the Board of Directors of the Association three (3) years after sales by the Developer have been closed on seventy-five (75%) percent of the condominium units, or three months after sales have been closed by the Developer on ninety (90%) percent of the condominium units, or when all of the condominium units have been completed and some of the condominium units have been sold and none of the remaining condominium units are being offered for sale by the Developer in the ordinary course of business, whichever shall first occur. The By-Laws of the corporation cannot modify or alter this provision. The names and addresses of the members of the first Board of Directors who shall hold office until their successors are elected, or until removed, are:

<u>Name</u>	<u>Address</u>
Gerald F. Weston	2595 Landsdowne Road Victoria, B.C. Canada
Robert P. Carere	3986 Telegraph Bay Road Victoria B.C. Canada
Harry S. Cline	414 Magnolia Drive Clearwater, Florida 33516

ARTICLE VI

OFFICERS

The affairs of the Association shall be administered by the Officers designated in the By-Laws. The Officers shall be elected by the Board of Directors at its first meeting following the annual meeting of the Association and shall serve at the pleasure of the Board of Directors. The names of the

C.S. 4492 2475-1835

Officers who shall serve until their successors are elected by the Board of Directors are as follows:

<u>Name</u>	<u>Address</u>	<u>Office</u>
Gerald F. Weston	2592 Landsdowne Road Victoria, B.C. Canada	President
Robert P. Carere	3986 Telegraph Bay Road Victoria B.C. Canada	Vice President
Harry S. Cline	414 Magnolia Drive Clearwater, Florida 33516	Secretary-Treasurer

ARTICLE VII

INDEMNIFICATION

Every Director and every Officer of the Association shall be indemnified by the Association against all expenses and liabilities, including attorneys' fees, reasonably incurred by or imposed upon him in connection with any proceeding or any settlement of any proceeding to which he may be a party or in which he may become involved by reason of his being or having been a Director or Officer of the Association, whether or not he is a Director or Officer of the Association at the time such expenses are incurred. Provided, that there shall be no such indemnification where the Director or Officer is adjudged guilty of willful misfeasance or malfeasance in the performance of his duties.

ARTICLE VIII

BY-LAWS

The initial By-Laws of this Association are annexed to the original Declaration of Condominium, recorded, or to be recorded, in the Public Records of Pinellas County, Florida. Such By-Laws may be altered or rescinded in the manner provided for in the said initial By-Laws and as provided herein. General amendments may be effected by the approval of not less than 66-2/3% of the entire membership of the Board and by not less than 66-2/3% of the votes of the entire membership of the Association, or by not less than 80% of the entire membership of the Association.

G.R. 4492 CASE 1836

ARTICLE IX

AMENDMENTS

The By-Laws of this Association may be amended as provided for in the initial By-Laws. These Articles of Incorporation may be altered, amended or added to at any duly called meeting of the members of this Association provided that notice is given as provided in the initial By-Laws and that it contains a full statement of the proposed alteration, amendment or addition, and there is an affirmative vote of seventy-five (75%) percent of the members present in person or by proxy in favor of said alteration, amendment or addition. Thereupon, such amendment or amendments of the Articles of Incorporation shall be transcribed and certified in such form as may be necessary to register the same in the office of the Secretary of State of Florida and upon registration, a certified copy thereof shall be recorded in the Public Records of Pinellas County, Florida, within ten (10) days from the date on which the same are so registered.

ARTICLE X

POWERS

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

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

2. The Association shall have all of the powers and duties set forth in the Condominium Act, except as limited by these Articles and the respective Declaration of Condominium, and all of the powers and duties reasonably necessary to operate the condominium pursuant to the Declaration

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

- (A) To make and collect assessments against members to defray the costs, meet the expenses and obligations and losses of the condominium.
- (B) To use the proceeds of assessments in the exercise of its powers and duties.
- (C) To maintain, repair, replace and operate condominium property.
- (D) To purchase insurance upon the condominium property and for the protection of the Association and its members.
- (E) To reconstruct improvements after casualty and to further improve the property.
- (F) To make and amend reasonable regulations respecting the use of the property.
- (G) To approve or disapprove the transfer, mortgage and ownership of apartments as may be provided by the Declaration of Condominium and By-Laws.
- (H) To enforce by legal means the provisions of the Condominium Act, the respective Declaration of Condominium, these Articles, the By-Laws of the Association, and regulations of the condominium.
- (I) To contract for the management of the condominium with a third party and to delegate to such contractor all powers and duties of the Association except such as are specifically required by the respective Declarations of Condominium to have approval of the Board of Directors or membership of the Association.
- (J) To contract for the management or operation of portions of the common elements susceptible to separate management or operation and to lease such portions.

(K) To enter into leases or other agreements for recreation facilities for the use and benefit of the Association.

(L) To employ personnel to perform the services required for proper operation of the condominium.

3. The Association shall not have the power to purchase an apartment in the condominium, except as may be originally reserved in the Declaration of Condominium, or except at sales and foreclosure of liens for assessments of common expenses, at which sales the Association shall bid no more than the amount secured by its lien, plus costs incurred, including attorney's fees.

4. All funds and the title to all properties acquired by the Association and their proceeds shall be held in trust for the members in accordance with the provisions of the respective Declaration of Condominium, these Articles of Incorporation, and the By-Laws.

5. These powers may be exercised by the Directors and Officers in a proper and lawful manner notwithstanding the fact that some or all of the Officers and Directors may be directly or indirectly involved in the exercise of such powers and in the negotiation and consummation of agreements executed pursuant to such powers and all such agreements shall be presumed conclusively to have been made and entered into by the Directors and Officers of this Association in the valid exercise of their lawful authority.

Assoc. does not have 1st right of refusal

ARTICLE XI

DEFINITIONS

The definitions contained in the Florida Condominium Act are hereby adopted to the extent that such definitions are applicable to these Articles of Incorporation. In addition thereto, the term "Developer" or "Sponsor" means ARICAN DEVELOPMENT CORPORATION. In addition thereto, the term "WINDRUSH COVE" means collectively these condominium properties

L.R. 4492 Vol 1839

Whose Declaration of Condominium is executed, or hereafter executed, by the Developer and submitted to condominium ownership as part and parcel of WINDRUSH COVE, INC.

ARTICLE XII

SUBSCRIBERS

The names and addresses of Subscribers of these Articles are as follows:

<u>Name</u>	<u>Address</u>
Gerald F. Weston	2595 Landsdowne Road Victoria, B.C. Canada
Robert P. Carere	3986 Telegraph Bay Road Victoria B.C. Canada
Harry S. Cline	414 Magnolia Drive Clearwater, Florida 33516

III WITNESS WHEREOF, the subscribers have affixed their hands and seals this 22 day of November, 1976.

In the Presence of:

[Signature] (SEAL)
[Signature] (SEAL)
[Signature] (SEAL)

STATE OF FLORIDA
COUNTY OF PINELLAS

I HEREBY CERTIFY, that on this 22nd day of November, 1976, before me personally appeared Gerald F. Weston, Robert P. Carere and Harry S. Cline, as the Subscribers of Windrush Cove, Inc., a Florida not-for-profit corporation, to me known to be the person(s) described in and who executed the foregoing instrument and acknowledge 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.

Notary Public
My Commission Expires:

O.P. 4492 corr 1840

BY - LAWS

OF

WINDRUSH COVE, INC.

(a non-profit Florida corporation)

ARTICLE I

GENERAL

1. These are the By-Laws of WINDRUSH COVE, INC., called the Association in these By-Laws, a corporation not for profit under the laws of the State of Florida, the Articles of Incorporation of which were filed in the Office of the Secretary of State on December 1, 1976.
2. The Association has been organized for the purpose of administering condominiums pursuant to Chapter 711, Florida Statutes, referred to herein as the Condominium Act. The condominium to be administered hereunder is to be known as WINDRUSH COVE upon lands located in Indian Rocks Beach, Pinellas County, Florida.
3. The principal office of the Association shall be upon the condominium property at 1 Windrush Boulevard, Indian Rocks Beach, Pinellas County, Florida, or such other place as the Board of Directors may determine from time to time.
4. The fiscal year of the Association shall be the calendar year.
5. The seal of the corporation shall bear the name of the corporation, the word "Florida", the words "corporation not for profit" and the year of incorporation, an impression of which is as follows:
6. For purposes of service of process, the Association shall designate a resident agent or agents, which designation may be changed from time to time, and his or their office shall be deemed an office of the corporation for the purpose of service of process.

ARTICLE II

MEMBERS' MEETINGS

1. Annual Members' Meetings: The annual members' meetings shall be held at the office of the corporation at 10:00 a.m., eastern standard time, on

EXHIBIT "E" TO DECLARATION
EXHIBIT 5 TO PROSPECTUS

CA 4492 1841

the second (2nd) Monday in January of each year for the purpose of electing Directors and transacting any other business authorized to be transacted by the members; provided, however, if that day is a legal holiday, the meeting shall be held at the same hour on the next day that is not a holiday.

2. Special Members' Meetings: Special Members' Meetings shall be held whenever called by the President or Vice President or by a majority of the Board of Directors, and must be called by such officers upon receipt of a written request from members entitled to cast one-third (1/3) of the votes of the entire membership.

3. Notice of all Members' Meetings: Notice of all Members' Meetings stating the time and place and the objects for which the meeting is called shall be given by the President or Vice President or Secretary unless waived in writing. Such notice shall be in writing to each member at his address as it appears on the books of the Association and shall be mailed not less than fourteen (14) days or more than sixty (60) days prior to the date of the meeting. Proof of such mailing shall be given by the affidavit of the person giving the notice. Notice of meetings may be waived before or after meetings.

4. Quorum: A quorum at members' meetings shall consist of persons entitled to cast a majority of the votes of the entire membership. The acts approved by a majority of the votes present at a meeting at which a quorum is present shall constitute the acts of the members, except when approval by a greater number of members is required by the Declarations of Condominium, the Articles of Incorporation or these By-Laws.

5. Voting Rights: The members of the Association shall be entitled to cast one vote for each apartment owned by them. If an apartment is owned by one person, his right to vote shall be established by the record title to his apartment. If an apartment is owned by more than one person, the person entitled to cast the vote for the apartment shall be designated by a certificate signed by all of the record owners of the apartment and filed with the Secretary of the Association. If an apartment is at any time owned by a corporation, the person entitled to cast the vote for the apartment shall be designated by a certificate signed by the President or Vice President and attested by the Secretary or Assistant Secretary of the corporation and filed with the Secretary of the Association. Such certificate shall be valid until revoked or until superseded by a subsequent certificate or until a change in the ownership of the apartment concerned. A certificate designating the person entitled to cast the vote of an apartment may be revoked by any owner of an apartment. If such a certificate is not on file, or if such has been revoked, the vote of such owner shall not be considered in determining the requirement for a quorum nor for any other purpose.

6. Proxies: Votes may be cast in person or by proxy. A proxy may be made by any person entitled to vote and shall be valid only for the particular meeting designated in the proxy and must be filed with the Secretary before the appointed time of the meeting or any adjournment of the meeting. No one person shall be designated to hold more than five (5) proxies for any purpose.

7. Adjourned Meetings: If any meeting of members cannot be organized because a quorum has not attended, the members who are present, either in person

or by proxy, may adjourn the meeting from time to time until the quorum is present.

8. Order of Business: The order of business at annual members' meetings and as far as practical at other members' meetings shall be:

- a. Election of Chairman of the Meeting.
- b. Calling of the roll and certifying of proxies.
- c. Proof of notice of meeting or waiver of notice.
- d. Reading and disposal of any unapproved minutes.
- e. Reports of officers.
- f. Reports of Committees.
- g. Election of inspectors of elections.
- h. Election of directors.
- i. Unfinished business.
- j. New business.
- k. Adjournment.

9. Proviso: The members are restricted in their rights to elect Board members, and the Developer has retained certain rights to protect its investment and to maintain the development. Transfer of control in the association shall be as follows:

"(1) When unit owners other than the Developer own 15% or more of the units that will be operated ultimately by the Association, the unit owners other than the Developer shall be entitled to elect not less than one-third (1/3) of the members of the Board of Directors of the Association. Unit owners other than the Developer shall be entitled to elect not less than a majority of the members of the Board of Directors of the Association three years after sales by the Developer have been closed of 75% of the units that will be operated ultimately by the Association, or three months after sales have been closed by the Developer of 90% of the units that will be operated ultimately by the Association, or when all of the units that will be operated have been sold and none of the others are being offered for sale by the Developer in the ordinary course of business, whichever shall first occur. The Developer shall be entitled to elect not less than one member of the Board of Administration of an Association so long as the Developer holds for sale in the ordinary course of business any units in a condominium operated by the Association."

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"(2) Within sixty (60) days after unit owners other than the Developer are entitled to elect a member or members of the Board of Directors of the Association, the Association shall call and give not less than thirty (30) days nor more than forty (40) days notice of a meeting of the unit owners for this purpose. Such meeting may be called and the notice given by any unit owner if the Association fails to do so."

Developer may, however, relinquish control sooner, at its option.

ARTICLE III

BOARD OF DIRECTORS

1. Management of Affairs: The affairs of the Association shall be managed by a Board of not less than three (3) nor more than eleven (11) Directors, the exact number to be determined at the time of election.

2. Election of Directors: The election of Directors shall be conducted in the following manner:

- a. Election of Directors shall be held at the annual members' meeting, upon the terms hereinafter provided.
- b. A nominating committee of five (5) members shall be appointed by the Board of Directors not less than thirty (30) days prior to the annual members' meeting. The committee shall nominate one person for each Director then serving. Nominations for additional Directorships created at the meeting shall be made from the floor, and other nominations may be made from the floor at this time.
- c. The election shall be by written ballot (unless dispensed by unanimous consent) and by a plurality of the votes cast, each person voting being entitled to cast his vote for each of as many nominees as there are vacancies to be filled. There shall be no cumulative voting.
- d. Except as to vacancies provided by removal of Directors by members, vacancies in the Board of Directors occurring between annual meetings of members shall be filled by the remaining Directors.
- e. Any Director may be removed by concurrence of two-thirds (2/3) of the votes of the entire membership at a special meeting of the members called for that purpose. The vacancy in the Board of Directors so created shall be filled by the members of the Association at the same meeting.

- f. Provided, however, that all elections of the Board are subject to the retained rights of the Developer as set forth in Article 11, paragraph 9, above, and these restrictions relating to the election of Directors and the transfer of control are incorporated herein.

3. Term: At the first annual meeting for election of Directors, the directors shall be divided into two classes, the term of the first class to expire at the next annual meeting after their election, the term of the second class to expire at the second annual meeting after their election. Other than the first election, Directors shall be elected to a two-year term.

4. Organizational Meeting: The organization meeting of a newly elected Board of Directors shall be held within ten (10) days of their election at such place and time as shall be fixed by the Directors at the meeting at which they were elected, and no further notice of the organization meeting shall be necessary.

5. Regular Meetings: The regular meetings of the Board may be held at such time and place as shall be determined, from time to time, by a majority of the Directors. Notice of regular meetings shall be given to each Director, personally or by mail, telephone or telegraph, at least three (3) days prior to the day named for such meeting.

6. Special Meetings: Special meetings may be called by the President and must be called by the Secretary at the written request of one-third (1/3) of the Directors. Not less than three (3) days' notice of the meeting shall be given personally or by mail, telephone or telegraph, which notice shall state the time, place and purpose of the meeting.

7. Waiver of Notice: Any Director may waive notice of a meeting before or after the meeting and such waiver may be deemed equivalent to the giving of notice.

8. Quorum of Directors: A quorum at Directors' meetings shall consist of a majority of the entire Board of Directors. The acts approved by a majority of those present at a board meeting at which a quorum is present shall constitute the acts of the Board of Directors, except when approval by a greater number of Directors is required by the Declaration of Condominium, the Articles of Incorporation, or the By-Laws.

9. Adjourned Meetings of Directors: If at any meeting of the Board of Directors there be less than a quorum present, the majority of those present may adjourn the meeting from time to time until a quorum is present. At any adjourned meeting any business that might have been transacted at the meeting as originally called may be transacted without further notice.

10. Joinder in Meeting by Approval of Minutes: The joinder of a Director in the action of a meeting by signing and concurring in the Minutes of that meeting shall constitute the presence of such Director for the purpose of determining a quorum.

11. Presiding Officer at Directors' Meetings: The presiding officer of a directors' meeting shall be the Chairman of the Board if such an Officer has been elected; and if none, the President shall preside. In the absence of the presiding officer of the meeting, the Directors present shall designate one of their number to preside.

12. Order of Business at Directors' Meetings: The order of business at Directors' meetings shall be:

- a. Calling of Roll.
- b. Proof of due notice of meeting.
- c. Reading and disposal of any unapproved minutes.
- d. Reports of officers and committees.
- e. Election of officers.
- f. Unfinished business.
- g. New business.
- h. Adjournment.

13. Compensation: Neither Directors nor Officers shall receive compensation for their services as such.

14. Powers: The property and business of a corporation shall be managed by the Board of Directors, which may exercise all corporate powers not specifically prohibited by statute, the certificate of incorporation, or the Declaration of Condominium to which these By-Laws are attached. The powers of the Board of Directors shall specifically include, but not be limited to, the following:

- a. To make and collect assessments and establish a time within which payment of same are due;
- b. To use and expend the assessments collected to maintain, care for and preserve the units and condominium property, except those portions thereof which are required to be maintained, cared for or preserved by the unit owners;
- c. To purchase the necessary equipment and tools required in the maintenance, care and preservation referred to above;
- d. To enter into and upon the units when necessary and at as little inconvenience to the owner as possible in connection with such maintenance, care and preservation;

- e. To insure and keep insured said condominium property, in the manner set forth in the Declaration, against loss from fire and/or other casualties, and the unit owners against public liability, and to purchase such other and further insurance as the Board of Directors may deem advisable.
- f. To collect delinquent assessments by suit or otherwise, abate nuisances and enjoin or seek damages from the unit owners for violations of their By-Laws and the terms and conditions of the Declaration;
- g. To employ such personnel as may be required for the maintenance and preservation of the property;
- h. To make reasonable rules and regulations for the occupancy of the condominium parcels;
- i. To approve or disapprove the transfer, mortgage and ownership of the apartments in the manner provided in the applicable Declaration of Condominium.
- j. To contract for management of WINDRUSH COVE, INC. and to delegate to the contractor all powers and duties of the Association except such as specifically required by the applicable Declaration of Condominium or these By-Laws to have approval of the Board of Directors or the membership of the Association or the owners within a particular condominium property.
- k. To purchase apartments in the condominium, subject to the provisions of the applicable Declaration of Condominium.
- l. To do any and all things necessary on behalf of the Condominium and the Association.

ARTICLE IV

OFFICERS

1. Executive Officers: The executive officers of the Association shall be a President, who shall be a Director, a Vice President, who shall be a Director, a Treasurer, a Secretary, all of whom shall be elected annually by the Board of Directors and who may be preemptorily removed by vote of the Directors at any meeting. Any person may hold two or more offices except that the President may not be also the Secretary or an Assistant Secretary. The Board of Directors from time to time shall elect such other officers and designate their powers and duties as the Board shall find to be required to manage the affairs of the Association.

2. President: The president shall be the chief executive officer of the Association. He shall have all of the powers and duties usually vested to the office of the President of an Association, including but not limited to the power to appoint committees from among the members from time to time as he in his discretion may determine appropriate and to assist in the conduct of the affairs of the Association.

3. Vice President: The vice president in the absence of the president, or as a result of his disability, shall exercise the powers and perform the duties of the president. He shall also assist the president generally and exercise such other powers and perform such other duties as shall be prescribed by the Directors.

4. Secretary: The Secretary shall keep the Minutes of all proceedings of the Directors and the members. He shall attend to the giving and serving of all notices to the members and Directors and other notices required by law. He shall have custody of the seal of the Association and affix it to instruments requiring a seal when duly signed. He shall keep the records of the Association, except those of the Treasurer, and shall perform all of the duties incident to the office of Secretary of an Association and as may be required by the Directors or the President. The Assistant Secretary shall perform the duties of the Secretary when the Secretary is absent.

5. Treasurer: The Treasurer shall have custody of all property of the Association, including funds, securities and evidences of indebtedness. He shall keep the books of the Association in accordance with good accounting practices; and he shall perform all other duties incident to the office of Treasurer.

ARTICLE V

FINANCES

The provisions for fiscal management of the Association set forth in the several Declarations of Condominium and Articles of Incorporation shall be supplemented by the following provisions:

1. Accounts: The receipts and expenditures of the Association shall be credited and charged to accounts under the following classifications as shall be appropriate, all of which expenditures shall be common expenses:

- a. Current Expense, which shall include all receipts and expenditures within the year for which the budget is made, including a reasonable allowance for contingencies in working funds, except expenditures chargeable to reserve, to additional improvements or to operations. The balance in this fund at the end of each year shall be applied to reduce the assessments for current expenses for the succeeding year.
- b. Reserve for deferred maintenance, which shall include

funds for maintenance items that occur less frequently than annually.

- c. Reserve for replacement, which shall include funds for repair or replacement required because of damage, depreciation or obsolescence.
- d. Betterments, which shall include the funds to be used for capital expenditures for additional improvements or additional personal property that will be part of the common elements.

2. Budget: The Board of Directors shall adopt a budget for each calendar year that shall include the estimated funds required to defray the common expense and to provide and maintain funds for the foregoing accounts and reserve according to good accounting practices. The Board shall endeavor to prevent annual increases in excess of 115% of assessments for the preceding year.

The amount of the budget may be increased over the limitations when approved by a majority vote of the entire membership of the Association.

Copies of the budget and proposed assessments shall be transmitted to each member on or before December 1, preceding the year for which the budget is made. If the budget is amended subsequently, a copy of the amended budget shall be furnished to each member.

3. Assessments: The Board of Directors shall determine the method of payment of such assessments and the due dates thereof and shall notify the members thereof.

4. Bank Depository: The depository of the Association shall be such bank or banks as shall be designated, from time to time, by the Directors, and in which the monies of the Association shall be deposited. Withdrawal of monies from such accounts shall be only by checks, signed by such persons as are authorized by the Directors.

5. An accountant's report of the accounts of the Association shall be made annually by a certified public accountant and a copy of the report shall be furnished to each member not later than April 1 of the year following the year for which the report is made.

6. Fidelity Bonds: Fidelity bonds shall be required by the Board of Directors from all officers and employees of the Association and from any contractor handling or responsible for the Association funds. The amount of such bonds shall be determined by the Directors, but shall be in an amount not less than 150% of the estimated annual operating expenses and reserves. The premiums on such bonds shall be paid by the Association.

7. Additional Assessments: Nothing herein contained shall be construed as restricting the right of the Board of Directors, at any time and in its sole discretion, to levy any additional assessment in the event the budget originally

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adopted shall appear to be insufficient to pay costs and expenses for operation and management, or in the event of an emergency.

ARTICLE VI

AMENDMENTS

Amendments to these By-Laws shall be proposed and adopted in the following manner:

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

2. Proposal and Adoption of Amendments: A resolution adopting a proposed amendment may be proposed by either the Board of Directors or the Association or by the members of the Association. Directors and members not present in person or by proxy at the meeting considering the amendment may express their approval in writing, providing such approval is delivered to the Secretary at or prior to the meeting. Except as elsewhere provided, such approval must be either by: not less than sixty-six and two-thirds (66 - 2/3%) percent of the entire membership of the Board of Directors and by not less than sixty-six and two-thirds (66 - 2/3%) percent of the votes of the entire membership of the Association; or, by not less than eighty (80%) percent of the votes of the entire membership of the Association.

The foregoing were adopted as the By-Laws of WINDRUSH COVE, INC., a corporation not for profit under the laws of the State of Florida, at the first meeting of the Board of Directors on _____, 1976.

Secretary

Approved:

President

4492-1850

SCHEDULE TO BY - LAWS

OF

WINDRUSH COVE, INC.

BEING ITS INITIAL RULES AND REGULATIONS
SUPPLEMENTING THE RESTRICTIONS OF THE DECLARATION

1. The sidewalks, entrances, halls, corridors and stairways of apartment buildings shall not be obstructed or used for any other purpose than ingress to and egress from the apartment units.
2. No articles shall be placed in any of the corridors, walls or stairways in any building nor shall the same be obstructed in any manner. Nothing shall be hung or shaken from doors, windows, walks or corridors of an apartment building.
3. None of the common elements of the condominium shall be decorated or furnished by any apartment owner or resident.
4. Apartment owners are specifically cautioned that their rights to make any addition, change, alteration or decoration to the exterior appearance of any portion of an apartment building, including balconies appurtenant to apartments, is subject to the provisions of the Declaration of Condominium.
5. No apartment owner or resident shall play upon or permit to be played any musical instrument or operate or permit to be operated a phonograph, radio, television set or other loud speaker in an apartment between the hours of 11:00 P.M. and the following 8:00 A.M., if the same shall disturb or annoy the other occupants of the building.
6. All garbage and refuse is to be deposited only in the facilities provided each apartment building for that purpose.
7. All doors leading from the apartment to limited common elements or common elements shall be closed at all times except when in actual use for ingress and egress to and from limited common elements and common elements.
8. Automobile parking spaces shall be used solely and exclusively for that purpose. They shall not be used for the storage of boats, inoperative automobiles, trailers, campers, or any purpose whatsoever other than parking facilities as aforesaid. An apartment owner may not lease or assign his parking space except in conjunction with the lease of his apartment.
9. Complaints regarding the services of the condominium shall be made in writing to the Board of Directors or to the Manager.
10. Apartment owners, residents, their families, guests, servants,

employees, agents, visitors, etc. shall not at any time or for any reason whatsoever enter upon or attempt to enter the power rooms or maintenance areas of any building.

11. Payments of monthly assessments shall be made at the office of the Association. Payments made in the form of checks shall be made to the order of the Association.

12. No apartment owner or resident shall direct, supervise, or in any manner attempt to assert any control over any of the employees of the Association nor shall he attempt to send any of such employees upon private business of such apartment or resident.

13. No balcony or terrace of an apartment will be used in such a manner to constitute a nuisance to other owners or tenants.

14. No nuisance shall be allowed upon the property nor shall any use or practice be allowed which is a source of annoyance to residents or which interferes with the peaceful possession and proper use of the property by its residents. No pets shall occupy or be allowed on the property without written permission of the Association.

15. No owner or occupant of an apartment shall install wiring for electrical or telephone installations, nor install any type of television antenna, machines or air conditioning units.

16. One parking space in the parking area on the condominium property shall be assigned by the Board of Directors to each apartment unit. A space once assigned, or if a covered space, once purchased, shall thereafter be deemed a limited common element reserved for the use of the apartment to which it was originally assigned or transferred and to the exclusion of the other apartment owners. The remaining parking area shall be for the general use of the owners and their guests.

0.1.4492 No. 1852

MANAGEMENT AGREEMENT

THIS AGREEMENT, made and entered into this 20th day of Dec., 1976, by and between WINDRUSH COVE, INC., a Florida not-for-profit corporation (hereinafter referred to as the Association), and TOWNHOME MANAGEMENT, INC., (hereinafter referred to as the Agent).

W I T N E S S E T H:

WHEREAS, there has been submitted to condominium ownership, in accordance with the Condominium Act of the State of Florida, certain property known as WINDRUSH COVE, a condominium; and

WHEREAS, under the provisions of the By-Laws of the Association and the Declaration of Condominium Ownership with regard to the said property, the membership of the Association consists of all of the unit owners of the said property; and

WHEREAS, the Association has been formed to act on behalf of its members collectively as their governing body with respect to the administration, maintenance, repair and replacement of the said property; and

WHEREAS, the Association desires to employ the Agent and the Agent desires to become employed by the Association exclusively to manage the said property upon the terms, hereinafter set forth:

NOW, THEREFORE, BE IT AGREED AS FOLLOWS:

1. Commencing with the date of the within Agreement, the Association employs the Agent as its exclusive managing Agent to manage the said property upon the terms hereinafter set forth. Such employment shall continue from the date hereof for a period of one (1) year
2. In the name of and on behalf of the Association, the Agent shall

EXHIBIT "F" TO DECLARATION
EXHIBIT 6 TO PROSPECTUS

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render services and perform duties as follows:

(a) Collect all monthly assessments, rents and other charges due to the Association from its members. The Association hereby authorizes the Agent to request, demand, collect, receive and receipt for any and all assessments, charges or rents which may at any time be or become due to the Association and to take such action with respect thereto as the Board of Directors is authorized under the Declaration of Condominium.

The Agent shall furnish to the Association an itemized list of all delinquent accounts promptly following the tenth, (10th), day of each month.

(b) Cause the Building, appurtenances and grounds of said property to be maintained according to standards acceptable to the Board of Directors, including cleaning and such maintenance and repair work as may be necessary, subject to any limitations imposed by the Association in addition to those contained herein. The Agent shall not incur any expense for any single item of repair or replacement which exceeds the sum of Three Hundred Dollars, (\$300), unless specifically authorized by the Board of Directors, except, however, such emergency repairs as may involve a danger to life or property or are immediately necessary for the preservation and safety of the members and occupants, or required to avoid the suspension of any necessary service to the property.

(c) Take such action as may be necessary to promptly comply with any governmental agency having jurisdiction over the same, unless specifically instructed by the Board of Directors that it intends to contest such orders or requirements and that the Agent shall not comply with the same. The Agent shall promptly notify the Association of any such orders or requirements upon the receipt of the same.

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(d) Enter into agreements on behalf of the Association for water, electricity, gas, telephone, vermin extermination and such other services as may be necessary or as the Association may determine advisable. The Agent shall also purchase on behalf of the Association such materials and supplies as are necessary for the proper maintenance of the property, subject to the approval of the Board of Directors. All such purchases and contracts shall be in the name of the Association.

(e) Supervise and, where authorized by the Board of Directors in writing, cause to be placed and kept in force all insurance necessary to protect the Association, including, but not limited to, workmen's compensation insurance, public liability insurance, fire and extended coverage insurance and burglary and theft insurance. The Agent shall promptly investigate and report to the Board of Directors with respect to all accidents or claims for damages relating to the ownership, operation and maintenance of the common elements of the property including any damage or destruction thereto, and shall cooperate with and make such reports as are required by the insurance company in connection therewith. Insurance obtained by Agent will be at a competitive price.

(f) From the funds of the Association, cause to be paid regularly and punctually:

- (1) All taxes required to be paid by the Association;
- (2) Building inspection fees, water rates and other governmental charges;
- (3) Such sums which become due and payable for expenses or other obligations, incurred by the Agent on behalf of the Association; and
- (4) Such other amounts or charges as may be authorized by the Association.

(g) In conjunction with such accounting personnel as may be employed by the Board of Directors, prepare for execution and filing

by the Association, all forms and reports and returns required by law in connection with unemployment insurance, workmen's compensation insurance, disability benefits, social security withholding taxes and other similar taxes now in effect or hereafter imposed; and such other requirements as may relate to the operation of the property and the employment of personnel.

(h) Maintain a system of office records, books and accounts in accordance with acceptable accounting principles and practices, which records shall be subject to examination by the officers and directors of the Association and the duly authorized agents of the Association, and, not later than fifteen (15) days after the end of each month, a statement in duplicate of receipt and disbursements will be available with respect to the prior month.

(i) Investigate, hire, pay, supervise and discharge the personnel necessary to be employed in order to properly maintain and operate the property. Such personnel shall, in every instance, be independent contractors or in the employ of the Agent. Compensation for the services of such employees shall be considered an operating expense of the Association.

(j) The Agent shall endeavor to secure full compliance by the members or other occupants with the By-Laws of the Association and such rules or regulations as may be established by the Association from time to time.

(k) In addition to the foregoing responsibilities, the Agent shall:

- (1) Inventory all equipment, furniture and other items of personalty belonging to the Association;
- (2) Handle all requests for work from unit owners, file and act upon the requests in a timely manner;

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- (3) Serve as the Association's representative in obtaining satisfactory corrective work and repairs;
- (4) Maintain bank accounts in and with banking institutions acceptable to the Board of Directors, and maintain fiduciary bonds, satisfactory to the Board, on all employees involved in the handling of funds;
- (5) Attend, upon request, meetings of the Board of Directors;
- (6) Prepare annually a proposed budget for the Board of Directors; and
- (7) On behalf of the Association, provide the services as set forth in the attached schedule.

(1) All acts performed by the Agent pursuant to the provisions of the Agreement shall be performed as Agent on behalf of the Association and all obligations or expenses shall be for the account and on behalf of and at the expense of the Association. The Agent shall not be obligated to make any advance to or for the account of the Association, or to pay any sum except out of funds of the Association held or provided as aforesaid, nor shall the Agent be obligated to incur any liability or obligation on behalf of the Association unless the necessary funds for the discharge of the same are provided. The Agent acknowledges receipt of the proposed budget for the Association, and represents and agrees that it will not exceed such budget nor will it incur expenses in excess of, or not contemplated by, said budget without prior approval of the Board of Directors for the Association.

3. In addition to such other duties and obligations which may be set forth herein, the duties and responsibilities of the Association shall be as follows:

- (a) The Association shall carry, at its expense, all necessary liability and compensation insurance adequate to protect the interests of the Association and the Agent in the same manner and to the same extent as the Association.

(b) For the purposes of the within Agreement, ordinary operating expenses shall be those expenses which are normal, routine and recurring in nature and ordinary to the normal operation of a property of the type and nature which is the subject hereof. Such term shall not include expenses which, by their nature normally occur less frequently than annually or those expenses which, by the terms of this Agreement, are to be paid from any reserve for repairs and replacements as hereinafter provided.

The management fee of the Agent shall be: \$ 833.33
per month

4. The Agent shall furnish for the use of the Association such ordinary and usual janitorial supplies as the Agent may deem to be necessary for the maintenance of the property. Such supplies shall be purchased in the name of the Association.

5. All notices desired or required to be sent pursuant to the provisions of this Agreement shall be delivered by United States Certified Mail, return receipt requested, addressed to the Association to the attention of its president at 1 Windrush Blvd. Indian Rocks Beach, Florida, Florida, and to the Agent at 1 Windrush Blvd. Indian Rocks Beach, Florida, Florida, or at such other address as either party may direct from time to time in writing.

6. This Agreement shall terminate one, (1), year(s) from date, or by the mutual consent of both parties prior thereto, or upon 30 day written notice of termination, with or without cause, to Agent.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the day and year first above written.

Attest:

[Signature]

WINDRUSH COVE, INC.

BY [Signature]
Vice President "ASSOCIATION"

Attest:

James K. Wells

[Signature]
"AGENT"

RETURN TO:

Law Offices of
DUNBAR, DUNBAR & ROMAN, P.A.
1220 Boulevard South - Suite B
New Fort Richey, Florida 33452

78183979

CERTIFICATE OF AMENDMENT
TO
DECLARATION OF CONDOMINIUM
FOR
WINDRUSH COVE,
A CONDOMINIUM

O.R. 4762 P. 800

40 Rec 16.00
41 St _____
42 Ser _____
43 Int _____
Tot 16.00

NOTICE IS HEREBY GIVEN that the Declaration of Condominium for WINDRUSH COVE, A CONDOMINIUM, as originally recorded in O. R. Book 4492, Page 1805, et seq., in the Public Records of Pinellas County, Florida, be, and the same is hereby amended by amending the By-Laws, being Exhibit "E" of said Declaration of Condominium, in accordance with the Schedule of Amendments to By-Laws attached hereto and by reference made a part hereof, setting forth in full the text of the amendments to said By-Laws.

Said amendments were adopted by a vote of not less than sixty-six and two-thirds percent (66 2/3%) of the entire membership of the Board of Directors and by a vote of not less than sixty-six and two-thirds percent (66 2/3%) of the votes of the entire membership, and after notice being given to all unit owners of the subject matter of the proposed amendments prior to the meeting at which the proposed amendments were adopted. Said meeting was held on August 22, 1978.

IN WITNESS WHEREOF, WINDRUSH COVE, INC., has caused these amendments to the By-Laws contained within the Declaration of Condominium for WINDRUSH COVE, A CONDOMINIUM, to be executed in its name by its President, and the corporate seal affixed, and attested to by its Secretary this 11 day of Sept August, 1978, at Indian Rocks Beach, Pinellas County, Florida.

WINDRUSH COVE, INC.

By: Jack C. Shackelford
President



ATTEST:

Thomas J. Paul
Secretary

LAW OFFICES OF
DUNBAR, DUNBAR
& ROMAN, P.A.
MEMPHIS, TENN. V.O.
P. O. BOX 1027
DUNBAR, FLA. 32828
(912) 728-6184
1220 BOULEVARD SOUTH
SUITE B
NEW FORT RICHEY, FLA.
33452

THIS AMENDMENT PREPARED BY

Peter M. Dunbar
LAW OFFICES OF
DUNBAR, DUNBAR & ROMAN, P.A.
1220 BOULEVARD SOUTH - SUITE B
NEW FORT RICHEY, FLORIDA 33452

RECORDED
PINELLAS COUNTY, FLORIDA
OCT 19 2 24 PM '78
CLERK COUNTY CLERK

STATE OF FLORIDA)
COUNTY OF PINELLAS)

BEFORE ME personally appeared JACK C. STABBICK
and THOMAS JOEL CHAMK, to me well known and known to
me to be the President and Secretary respectively of WINDRUSH
COVE, INC., and to be the persons described in and who executed
the foregoing instrument, and acknowledged to and before me
that they executed said instrument for the purposes therein
expressed.

WITNESS my hand and official seal this 11 day
of ~~Sept~~ Sept, 1978.

Catherine A. Tucker
Notary Public

My commission expires:
May 23, 1980

LAW OFFICE OF
DUNBAR, DUNBAR
& FICMAN, P.A.
1000 BENTONVILLE BLVD.
P. O. BOX 487
DUNEDON, FLA. 32828
W/121 728-2764
1228 BOULEVARD SOUTH
SUITE 8
P. O. BOX 282
PORT HURON, FLA.
32081
305-885-7822

SCHEDULE OF AMENDMENTS
TO
BY-LAWS
OF
WINDRUSH COVE, INC.
(A non-profit Florida corporation)

1. Section 2 of ARTICLE I of the By-Laws is amended to read as follows:

"2. The Association has been organized for the purpose of administering condominiums pursuant to Chapter ~~711~~ 718, Florida Statutes, referred to herein as the Condominium Act. The condominium to be administered hereunder is to be known as WINDRUSH COVE upon lands located in Indian Rocks Beach, Pinellas County, Florida."

2. Section 4 of ARTICLE I of the By-Laws is amended to read as follows:

"4. The fiscal year of the Association shall be the calendar year unless otherwise set by resolution of the Board of Directors."

3. Section 1 of ARTICLE II of the By-Laws is amended to read as follows:

"1. Annual Members' Meetings: The annual members' meetings shall be held at the office of the corporation at ~~10:00 A.M., eastern standard time, on the second (2nd) Monday in~~ during the first two weeks of January of each year, as may be determined by the Board of Directors, for the purpose of electing Directors and transacting any other business authorized to be transacted by the members, ~~provided, however, if that day is a legal holiday, the meeting shall be held at the same hour on the next day that is not a holiday.~~"

shall endeavor to prevent annual increases in excess of 115% of assessments for the preceding year.

The amount of the budget may be increased over the limitations when approved by a majority vote of the entire membership of the Association.

Copies of the budget and proposed assessments shall be transmitted to each member ~~on or before December 17~~ at least thirty (30) days prior to the date preceding the year for which the budget is made. If the budget is amended subsequently, a copy of the amended budget shall be furnished to each member."

7. Section 2 of ARTICLE VII of the By-Laws is amended to read as follows:

"2. Proposal and Adoption of Amendments: A resolution adopting a proposed amendment may be proposed by either the Board of Directors or the Association or by the members of the Association. Directors and members not present in person or by proxy at the meeting considering the amendment may express their approval in writing, providing such approval is delivered to the Secretary at or prior to the meeting. Except as elsewhere provided, such approval must be either by ~~not less than sixty-six and two-thirds (66-2/3%)~~ sixty-seven percent of the entire membership of the Board of Directors and ~~by not less than sixty-six and two-thirds (66-2/3%) of the votes of the entire membership of the Association, or by not less than eighty (80%) percent of the votes of the entire membership of the Association.~~"

O.N. 5528 PAGE 1103

83093157

CLERK CIRCUIT COURT
MAY 18 2 42 PM '83

CERTIFICATE OF AMENDMENT
TO
DECLARATION OF CONDOMINIUM
FOR
WINDRUSH COVE,
(A CONDOMINIUM)

THIS IS TO CERTIFY THAT:

ARTICLE XIV. TRANSFER Subject to Approval

Section (a) Leases of Article XIV of the Declaration of
Condominium is amended to read as follows:

"No unit shall be leased or rented by the respective Unit
Owner except for transit or hotel purposes. No rentals can be made for
less than 30 days. Other than 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."

The undersigned officers of the Association do hereby certify
that the foregoing amendment to the Declaration of Condominium was duly
adopted and is hereby amended as above stated.

The resolution adopting the foregoing amendment appears among
the minutes of the Association and is unrevoked

In WITNESS WHEREOF, the undersigned duly authorized officers
have executed this Certificate of Amendment as of the 18th day of
May, 1983.

RETURN TO: Regency Realty Management Division, Inc.
801 West Bay Drive, Suite 704
Largo, FL 33540
Prepared by:

43 9.00
41
45
Tel 9.00

WINDRUSH COVE, INC.

By Charles A. Reilly
President Charles A. Reilly

Attest Aileen M. Bliss
Aileen M. Bliss

CONDOMINIUM PLATS PERTAINING HERETO ARE FILED
IN CONDOMINIUM PLAT BOOK 23 PAGE 28 THRU 77 INCL.

STATE OF FLORIDA
COUNTY OF PINELLAS

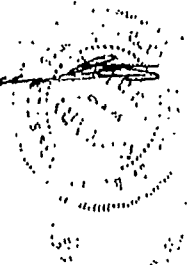
BEFORE ME personally appeared Charles A. Reilly

and Aileen M. Bliss to me well known and known to me to be the
President and Secretary respectively of WINDRUSH COVE, INC., and to be the
persons described in and who executed the foregoing instrument, and acknowledged
to and before me that they executed said instrument for the purposes therein
expressed.

WITNESS my hand and official seal this 10th day of
MAY 1983.

[Signature]
Notary Public

My commission expires July 15, 1983



REC'D BY...
CLERK CIRCUIT COURT
APR 30 9 15 AM '84

2. 5748 PAGE 752

84086412

APR 2 1984

AMENDMENT TO THE
DECLARATION OF CONDOMINIUM OF
WINDRUSH COVE, A CONDOMINIUM

14 19895845 72 1. 2694.04
49 7.00
TOTAL 7.00-GR

WHEREAS, the Declaration of Condominium of Windrush Cove,
A Condominium was recorded on December 27, 1976 in the
Official Records of Pinellas County, Florida at O. R. Book
4492, Pages 1805 through 1857, and the Condominium
Plat Book was recorded at Book 23, Pages 68 through
77, all of the Public Records of Pinellas County, Florida;
and

WHEREAS, the Windrush Cove Condominium Association, Inc.
desires to amend the Declaration of Condominium:

NOW, THEREFORE, be it resolved as follows:

1. This Amendment is made in accordance with the articles
of the Declaration of Condominium and has been adopted by 66 2/3
percent of the entire membership of the Board of Directors and
66 2/3 percent of the votes of the entire membership of the
association or by 80 percent of the votes of the entire associa-
tion at a properly called meeting of the unit owners at which a
quorum was present. The Schedule to Bylaws is amended by the
addition of the following new subsection, paragraph 8 of the
Scheduled Bylaws of Windrush Cove Condominium Association, Inc.:

"Automobile parking spaces shall be used solely
and exclusively for the parking of passenger auto-
mobiles or motorcycles. Automobile parking spaces
shall not be used for the storage of boats, re-
creational vehicles, inoperative automobiles,
trailers, campers, trucks, or any other type of
vehicle whatsoever. An apartment owner may not
lease or assign his parking space except in con-
junction with the lease of his apartment."

2. All of the terms and provisions of the bylaws shall
remain in full force and effect.

IN WITNESS WHEREOF, the undersigned have set their hands

at Clearwater, Florida, this 30th day of March, 1984.

WINDRUSH COVE CONDOMINIUM
ASSOCIATION, INC.

By: [Signature]
Attest: [Signature]
(Corporate Seal)

CONDOMINIUM PLATS PERTAINING HERETO ARE FILED IN
CONDOMINIUM PLAT BOOK 23 PAGES 68-77.

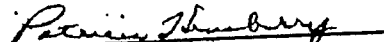
Prepared By and Return to:

CHARLES W. COVE
PEACOCK & COVE, ATTORNEYS
238 SUNSET POINT RD.
SUITE 1
CLEARWATER, FL 33757

30 Rec 9.00
41 DS
48 IN 9.00
104

STATE OF FLORIDA
COUNTY OF PINELLAS

Before me, the undersigned authority, personally appeared
Lilla Guita Head, as President of Windrush Cove
Condominium Association, Inc., who executed this Amendment to the
Declaration of Condominium of Windrush Cove, A Condominium this
30th day of March, 1984, XXXX.


NOTARY PUBLIC

My Commission Expires:

Notary Public, State of Florida at Large
My commission expires April 14, 1985

KARLEEN F. DE BLAKER
 CLERK OF CIRCUIT COURT
 PINELLAS COUNTY, FL.

88 JUN 27 PM 3:29

OF
 WINDRUSH COVE

ARTICLE XVIII, Section 6 - ALTERATIONS TO COMMON ELEMENTS

A) Prior Alterations: Alterations, repairs, or changes in or to the common elements of the condominium property previously made are hereby approved.

B) Future Alterations: The following provisions are hereby adopted with respect to any future alterations, repairs or changes to be made in or to the common elements of the condominium property by unit owners: **15017064 SPB 06-27-88**

15:15:00

01 DCL-WINDRUSH COVE
 RECORDING

\$6.00

\$6.00

\$20.00

\$14.00

1. Application: A unit owner desiring to alter, repair or change the common elements of the condominium property shall provide in advance to the Board of Directors of the condominium association or their designated architectural committee a written application setting forth plans, colors, materials and other specifications for said proposed alteration, repair or change.

2. Appointment of Committee: The Board of Directors of the condominium association shall have the authority to appoint an architectural committee consisting of not less than three (3) unit owners, which committee, if appointed by the Board of Directors, shall make recommendations to the Board of Directors as to approval of any proposed alterations, repairs or changes. The members of the architectural committee shall serve at the pleasure of the Board of Directors.

3. Approval: The Board of Directors of the condominium association shall have the authority to approve said proposed alteration, repair or change and no further approval of the condominium association shall be required.

4. Notice of Approval/Disapproval: The Board of Directors of the condominium association shall advise the unit owner desiring to make the proposed alteration, repair or change, in writing, of its approval or disapproval of the proposed alteration, repair or change. In the event of disapproval, the proposed alteration, repair or change shall not be made. No work shall proceed except in compliance with this declaration and architectural approval where required.

5. Cost/Permits/Maintenance: In the event that the Board of Directors of the condominium association approves the proposed alteration, repair or change, the unit owner shall be responsible for all costs in connection with said alteration, repair or change, and the unit owner shall be responsible for obtaining all necessary governmental permits and other indicia of authorization from the applicable governmental authorities and for constructing said alteration, repair or change in accordance with all applicable building codes. Further, the unit owner shall be responsible for maintaining said alteration, repair or change in a state of good repair and shall bear all costs in connection therewith. In the event any damage is caused to the condominium property by said alteration, repair or change, the unit owner shall bear all costs of repair in connection therewith.

6. Architectural Standards: The Board of Directors or the architectural committee may, from time to time, adopt and promulgate architectural standards for the condominium community. The architectural standards shall be consistent with the original architectural, structural, aesthetic and environmental concept of the condominium. All architectural standards may be revised or expanded, from time to time, to take cognizance of new materials, techniques and proposals.

7. Rules and Regulations: The Board of Directors or the architectural committee may adopt reasonable rules and regulations for the conduct of the architectural review process. The Board may establish reasonable fees for architectural review.

C) Violation: In the event any person or entity violates these provisions then the association shall be entitled to enforce these provisions by all rights and remedies in law or equity. The association shall be entitled to recover its reasonable attorneys fees incurred in enforcing these provisions prior to litigation and during trial court or appellate proceedings.

01 RECORDING
 REC 60
 DJ _____
 INT _____
 FEES _____
 MTF _____
 P/C _____
 REV _____

TOTAL 60.00

NOTARY PUBLIC
 (AFFIX SEAL HERE)
 NOTARY PUBLIC STATE OF FLORIDA
 MY COMMISSION EX. APR. 15, 1982
 BONDED PER CENTRAL INS. CO. INC.

IN WITNESS WHEREOF THE UNDERSIGNED HAVE SET THEIR HANDS AND SEALS THIS 27th DAY OF JUNE 1988
 WINDRUSH COVE CONDO ASSOC. BY: [Signature]
 DOROTHY DORSEY, VICE PRESIDENT

CONDOMINIUM PLATS PERTAINING HERETO ARE FILED IN CONDO PLAT BOOK 21 PAGES 60 THRU 77

WINDRUSH COVE
 P.O. BOX 346
 INDIAN ROCKS BEACH, FL 33435

CERTIFICATE OF AMENDMENT
TO
THE BYLAWS
WINDRUSH COVE, INC.
(A CONDOMINIUM)

INST # 93-039096
FEB 11, 1993 4:17PM

PINELLAS COUNTY FLA.
OFF. REC. BK 8175 PG 1747

THIS IS TO CERTIFY THAT:
ARTICLE III. BOARD OF DIRECTORS

Section 14 (f) Powers: of Article III of the Bylaws is amended to include as an addition the following:

01 RECORDING
REC 60
DS _____
INT _____
FBS _____
MTF _____
PC _____
REV _____

To collect delinquent assessments by suit or otherwise, abate nuisances and enjoin or seek damages from the unit owners for violations of their Bylaws and the terms and conditions of the Declaration; and specifically to impose an administrative late fee on any assessment considered delinquent by the Board of Directors not to exceed amounts prescribed by Chapter 718.116(3), Florida Statutes.

The undersigned officers of the Association do hereby certify that the foregoing amendment to the Bylaws was duly adopted and is hereby amended as above stated.

The resolution adopting the foregoing amendment appears among the minutes of the Association and is unrevoked.

IN WITNESS WHEREOF, the undersigned duly authorized officers have executed this Certificate of Amendment as of the 11th day of January, 1993.

WINDRUSH COVE, INC.

By William Maloney
President WILLIAM MALONEY

Attest: Deborah Papich
Secretary DEBORAH PAPICH

CONDOMINIUM PLATS PERTAINING HERETO ARE FILED IN
CONDOMINIUM PLAT BOOK 23, pg 68 THRU 77 INCL.

STATE OF FLORIDA
COUNTY OF PINELLAS

Before me appeared DEBORAH PAPICH and WILLIAM MALONEY who are personally known to me and known to me to be the President and Secretary respectively of Windrush Cove, Inc., and to be the persons described in and who executed the foregoing instrument, and acknowledged to and before me that they executed said instrument for the purposes therein expressed.

Witness my hand and official seal this 11th day of January, 1993.



JOAN C. MAC ELWEE
My Comm. Exp. 8-28-95
Bonded By Service Ins. Co.

Joan C. Mac Elwee
Notary Public JOAN C. MAC ELWEE

Return to: Windrush Cove, Inc.
1 Windrush Boulevard, Office
Indian Rocks Beach, Florida 34635

KARLEEN F. DEBLAKER, CLERK
RECORD VERIFIED BY: P

02-11-75 13:37:02
01 CTR WINDRUSH COVE
RECORDING \$ 36.00
TOTAL: \$36.00
CASH AMT. TENDERS: \$4.00
CHANGE: \$0.00