



RESTATED DECLARATION OF CONDOMINIUM

OF THE

SEA HORSE PARK HOMEOWNERS ASSOCIATION, INC.

June 23, 2023



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Restated Declaration of Condominium

Made by the landowner, SEA HORSE PARK HOMEOWNERS ASSOCIATION, INC., a Florida corporation, for itself, assigns, grantees and successors.

The undersigned landowner, being the owner of fee simple title of record to those certain lands located and situate in Pinellas County, Florida, being more particularly described in Exhibit "A" attached hereto, does hereby submit the lands identified on Exhibit "A" and the improvements thereon, to condominium ownership pursuant to the presently existing provisions of chapter 718 of the Florida Statutes, hereinafter referred to as the "Condominium Act."

1. Name

The name by which this Condominium is to be identified SEA HORSE MOBILE HOME PARK, A CONDOMINIUM.

2. Definitions

The terms used in this Declaration and in its exhibits, including the Articles of Incorporation and Bylaws of SEA HORSE PARK HOMEOWNERS ASSOCIATION, INC., shall be defined in accordance with the provisions of the Condominium Act and as follows unless the context otherwise requires:

2.1 Assessment

Assessment means a share of the funds required for the payment of Common Expenses which from time to time is assessed against a Unit Owner.

2.2 Association

Association means SEA HORSE PARK HOMEOWNERS ASSOCIATION, INC., a Florida corporation, its successors and assigns.

2.3 Association Property.

Association Property means that property, real and personal, in which title or ownership is vested in the Association for the use and benefit of its members.

2.4 Board of Directors

Board of Directors means the Board of Directors of the Association.

2.5 Bylaws.

Bylaws means the Bylaws of the Association, as the same exist from time to time.

2.6 Common Elements

Common Elements shall include all condominium property not included in the units.



2.7 Common Expenses

Common Expenses include:

- a) Expenses of administration and management of the Association and of the Condominium property.
- b) Expenses of maintenance, operation, repair or replacement of the Association and of the Condominium property.
- c) Costs and expenses of capital improvements and betterments, and additions, or both, to the Common elements.
- d) Expenses declared Common Expenses by the provisions of this Declaration or by the Bylaws.
- e) Any valid charge against the Condominium property as a whole.

2.8 Common Surplus

Common Surplus means the excess of all receipts of the Association, collected on behalf of the Condominium, including, but not limited to, Assessments, rents, profits, and revenues on account of the Common Elements, over the amount of Common Expenses spent on behalf of this Condominium.

2.9 Condominium Parcel

Condominium Parcel is a separate parcel of real property, the ownership of which may be in fee simple, or any other estate in real property recognized by law. (Dec 3, 1987 - Added through an amendment by Pinellas County, Fla Off. Rec Bk 6633 Pg 693)

2.10 Condominium Property

Condominium Property means and includes the land in the Condominium, whether or not contiguous, and improvements on the common elements thereon and all easements and rights appurtenant thereto intended for use in connection with the Condominium.

2.11 Sea Horse Park

Sea Horse Park means SEA HORSE MOBILE HOME PARK, A CONDOMINIUM, this Condominium.

2.12 Institutional Lender

Institutional Lender means any commercial bank, commercial mortgage company, life insurance company, savings and loan association, or real estate investment trust authorized to transact business in the State of Florida. Institutional Lender shall also mean the Federal National Mortgage Association and the Federal Home Loan Mortgage Corporation, and their successors.



2.13 Recreational Area Property

Recreational Area Property means the real property to which the Association owns the fee simple title. The Recreational Area Property consists of the Clubhouse, shuffleboard court and common area adjacent to the boat ramp. The Association shall hold title to said areas for the benefit of the residents of this Condominium and for any other residents who may hereafter reside in Sea Horse Park.

2.14 Unit

Unit means a part of the Condominium Property which is subject to private ownership. (Dec 3, 1987 - Added through an amendment by Pinellas County, Fla Off. Rec Bk 6633 Pg 693)

2.15 Unit Owner or Owner of a Unit

Unit Owner or Owner of a Unit means the fee simple owner of a Condominium Parcel.

2.16 Utility Services

Utility Services shall include, but not be limited to cable television, electric power, garbage and sewage disposal, water, and all other public service and convenience facilities.

3. Survey

A survey of the land comprising the Condominium and a graphic description of the improvements in which Units are located which identifies each Unit by letter, name, number or any combination thereof, so that no Unit bears the same designation as any other Unit, and a plot plan thereof, all in sufficient detail to identify the Common Elements and each Unit and their relative locations and approximate dimensions, are attached hereto as a part of Exhibit "A" and made a part hereof.

4. Easements

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

4.1 Utilities

Easements are reserved through the Condominium Property as may be required for Utility Services in order to serve the Condominium, provided, however, such easements shall be only according to the plans and specifications for the building unless approved in writing by the affected Unit Owners

4.2 Encroachments

In the event that any Unit shall encroach upon any of the Common Elements or upon any other Unit for any reason other than the intentional or negligent act of the Unit Owner, or in the event any Common Element shall encroach upon any Unit, then an easement shall exist to the extent of such an encroachment so long as the same shall exist.



4.3 Traffic

An easement shall exist for pedestrian traffic over and through and across sidewalks, paths, walks, halls, lobbies, and other portions of the Common Elements as may be from time to time intended and designated for such purpose and use; and for vehicular and pedestrian traffic over, through and across such portions of the Common Elements as may from time to time be paved or otherwise intended for purposes of ingress, egress and access to the public Ways and for such other purposes as are commensurate with need; provided, however, nothing herein shall be construed to give or create in any person the right to park upon any portion of the Condominium Property except to the extent that space may be specifically designated and assigned for parking purposes.

4.4 Reciprocal Easements of Ingress and Egress

An easement for ingress and egress in favor of the residents of Sea Horse Park shall exist across all paved roadways within this Condominium. The Association, by consenting to this Declaration of Condominium, shall be deemed to have granted a use easement to the residents of this Condominium with respect to the recreational facilities owned by the Association, said use easement to include rights of ingress and egress across the Condominium Property of Sea Horse Park to access said recreational facilities.

5. Unit Boundaries

Each Unit shall include the parcel of real property described in the survey and plot plan attached to this declaration of Condominium as Exhibit "A".

6. Appurtenances to Units

6.1 Common Elements and Common Surplus

The Owner of each Unit shall own an undivided share and certain interest in the Common Elements and Common Surplus, which share and interest shall be appurtenant to the Unit, said undivided interest in the Common Elements and Common Surplus being as designated and set forth in Exhibit "c" attached hereto and made a part hereof.

7. Maintenance, Alteration and Improvements

Responsibility for the maintenance of the Condominium Property, and restrictions upon its alteration and improvement shall be as follows:

7.1 Units.

- a) By the Association. The Association shall maintain, repair, and replace at the Association's expense all Common Elements. The Association shall also maintain, repair and replace at the Association's expense the sea wall adjoining units 105 through-142, inclusive, and the boat ramp abutting unit 105 and adjoining the westernmost portion of the common areas. The Association will also be responsible for the expense of trimming the cabbage and queen palm trees on all the properties within the Park. The maintenance



of these specific palm trees would be scheduled by the Association. The maintenance would include an annual trimming of the cabbage palms and a biannual trimming of the queen palms. (May 6, 1987 - Added through an amendment by Pinellas County, Fla Off. Rec Bk 6995 Pg 320)

- b) The responsibility of the Unit Owner for maintenance, repair and replacement shall be as follows:
- 1) To maintain, repair and replace at his expense all portions of his unit, including all improvements thereon.
 - 2) To be responsible for the extermination of vermin in his Unit.
 - 3) To not modify, alter, paint or otherwise decorate or change the appearance, décor or demeanor of any portion of the Common Elements of the Condominium Property, without the prior approval, in writing, of the Association, which may be arbitrarily withheld. A Unit Owner shall not attach anything or fixture to the Common Elements of the Condominium Property without the prior approval, in writing, of the Association, which may be arbitrarily withheld.
 - 4) To replace existing improvements only with new improvements or used improvements not more than five (5) years old. Existing mobile homes shall be replaced only with new or used mobile homes not more than five (5) years old, the term "mobile homes" being defined as set forth in Chapter 723 of the Florida Statutes. The replacement of existing improvements shall be subject to the approval of the Board of Directors, such approval not to be unreasonably withheld. All improvements. located upon units shall be painted white, in earth tones, or pastel colors; no sparkle finishes shall be permitted.
 - 5) To promptly pay for all Utility Services which are separately metered to his Unit.
 - 6) To promptly report to the Association any defect or need for repairs for which the Association is responsible.

7.2 Alteration and Improvement

There shall be no alteration or further improvement of the Condominium Property without the prior approval, in writing, of seventy—five (75%) percent of all Unit Owners, together with the approval of the Association. The cost of such alteration or improvement shall be a Common Expense and so assessed. Any such alteration or improvement shall not interfere with the rights of any Unit Owner without his consent.

8. Liability for Common Elements and Assessments

8.1 Common Expense

Each Unit Owner shall be liable for a share of the Common Expenses, such share being equal to his undivided interest of common ownership as set forth in paragraph six (6) hereinabove and in Exhibit "C".



8.2 Assessments

The making and collecting of Assessments against each Unit Owner for Common Expenses, and for reserves as may from time to time be established by the Association, shall be pursuant to the Bylaws, subject to the following provisions:

- a) Assessments and installments on such Assessments paid on or before fifteen (15) days after the date when due, shall not bear interest, but all sums not paid on or before fifteen (15) days after the date when due shall bear interest at the highest rate allowed by law from the date due until paid. All payments on accounts shall be first applied to late charges and then to the Assessment payment first due.
- b) Lien for Assessments. The Association shall have a lien against each Unit for any unpaid Assessments levied against the Owner thereof, and for interest accruing hereon, which lien shall also secure all costs, including reasonable attorney's fees, incurred by the Association incident to the collection of such Assessment or enforcement of such lien, whether or not legal proceedings are initiated. (Dec 3, 1987 - Added through an amendment by Pinellas County, Fla Off. Rec Bk 6633 Pg 693)

Assessments, without thereby waiving the lien securing same. In the event an Institutional Lender as holder of a first mortgage of record shall obtain title to a Unit as a result of the foreclosure of a first mortgage, or in the event such mortgagee as to a first mortgage of record shall obtain title to a Unit as a result of a conveyance in lieu of foreclosure of such first mortgage, such mortgagee shall not be liable for that share of the Common Expenses or Assessments to the Unit, or the Owner thereof, which became due prior to the acquisition of title by such mortgagee, unless the claim of lien was recorded prior to the Such unpaid share of Common Expenses, or Assessments, mortgage. chargeable against any such foreclosed Unit, or against such a Unit transferred in lieu of foreclosure, shall be deemed a Common Expense, to be paid as other Common Expenses by all Unit Owners, including such mortgagee. During any period such mortgagee shall hold title to the Unit, any such share of Common Expenses, or Assessments chargeable against any such foreclosed Unit, or against any such Unit transferred in lieu of foreclosure, shall be deemed the obligation of the mortgagee.

8.3 Collection

The Association shall have the power and authority to charge, assess and collect all fees, charges and Assessments from Unit Owners and shall use such remedies for collection as are allowed by this Declaration, the Articles of Incorporation and Bylaws of the Association, and the laws of the State of Florida and the United States of America. The operation of the Condominium shall be by the Association, which shall fulfill its functions pursuant to the following provisions:

9. Association

Membership of each Unit



9.1 Membership in Association

Membership of each Unit Owner in the Association shall be acquired pursuant to the provisions of the Articles of Incorporation and Bylaws of the Association. The interest of each Unit Owner in the funds and assets held by the Association shall be held in the same proportion as the liability of each Owner for Common Expenses. Each Unit shall be entitled to one (1) vote in the Association. If a Unit is owned by one (1) person, his right to vote shall be established by the record title to his Unit. If any Unit is owned by more than one (1) person, or is under lease, the person entitled to cast the vote for the Unit shall be designated by a certificate signed by all of the record Owners of the Unit and filed with the Secretary of the Association. If a Unit is owned by a corporation, the person entitled to cast the vote for the Unit shall be designated by a certificate signed by the President of said corporation in the presence of two (2) subscribing witnesses, and filed with the Secretary of the Association. Such certificates shall be valid until revoked or until superseded by a subsequent certificate or until a change in the ownership of the Unit concerned. If such certificate is not on file, the vote of such Owner(s) shall not be considered in determining the requirement for a quorum nor for any other purpose.

9.2 Articles of Incorporation

A copy of the Articles of Incorporation of the Association is attached hereto as Exhibit "D" and made a part hereof.

9.3 Bylaws

A copy of the Bylaws is attached hereto as Exhibit "E" and made a part hereof.

9.4 Limitation of Liability of Association

Notwithstanding the duty of the Association to maintain and repair portions of the Condominium Property, the Association shall not be liable to Unit Owners for injury or damage, other than the cost of maintenance and repair, caused by any latent condition of the property to be maintained and repaired by the Association, or caused by the elements or other Unit Owners or persons.

9.5 Restraint upon Assignment of Shares and Assets

The Unit Owner's share in the funds and assets of the Association cannot and shall not be assigned, hypothecated or transferred in any manner except as an appurtenance to his Unit,

9.6 Approval or Disapproval of Matters

Whenever the decision of a Unit Owner is required upon any matter, whether or not the subject of an Association meeting, such decision shall be expressed by the same person who would cast the vote of such Unit Owner if in an Association meeting, unless the joinder of record Unit Owners is specifically required by this Declaration.

9.7 Notice of Mortgages

In the event that the holder of a mortgage encumbering any interest within the Condominium Property provides the Association with written notice of the existence of the mortgage, then the Association shall provide such mortgagee timely written notice of the following:



- a) Any condemnation loss or any casualty loss which affects a material portion of the Condominium Property or which affects the interest in the Condominium Property encumbered by the mortgage.
- b) Any delinquency in the payment of Assessments or other charges owed by -the owner of the interest in the Condominium Property encumbered by the mortgage to the Association which remains uncured for a period of sixty (60) days.
- c) Any lapse, cancellation, or material modification of any insurance policy or fidelity bond maintained by the Association; and
- d) Any proposed action by the Association which would require the written consent of the holders of mortgages upon interests in the Condominium Property.

In order to avail itself of the provisions of paragraph 9.7, the holder of a mortgage encumbering an interest in the Condominium Property shall include the following information in its notice to the Association:

- a) Name of Mortgagor
- b) Interest in Condominium Property encumbered by the mortgage, and
- c) Name and Address of mortgagee.

The Association shall have the right to rely upon the above information until it receives written notice of the contrary.

For the purposes of this paragraph 9.7, the holder of a mortgage encumbering an interest in the Condominium Property shall be deemed to include insurers or guarantors of said mortgage as well as the holder itself.

10. Insurance

The insurance other than title insurance that shall be carried upon the Condominium Property and the property of the Unit Owners shall be governed by the following provisions:

10.1 Authority to Purchase: Named Insurer

Insurance policies upon the Condominium Property shall be purchased by the Association. The named insured shall be the Association individually and as agent for the Unit Owners, without naming them, and as agent for their mortgages. Provisions shall be made for the issuance of the mortgagee endorsements and memoranda of insurance to the mortgages of Unit Owners. Such policies shall provide that payments by the insurer for losses shall be made to the Association or an Insurance Trustee, and their endorsements shall be deposited with the Insurance Trustee as set forth herein.



10.2 Property of the Unit Owner

Unit Owners Shall if they so desire, obtain coverage at their own expense upon their property and for their personal liability and living expense and such insurance shall not be the responsibility of the Association.

10.3 Coverage

- a) Casualty. All buildings and improvements upon the Common Elements shall be insured in an amount equal to the insurable replacement value, excluding foundation and excavation costs, and all personal property included in the Common Elements shall be insured for its value, all as shall be determined annually by the Board of Directors. All such coverage, including the amount thereof and the insurance company issuing same, shall be subject to the approval of the Institutional Lender holding the greatest dollar amount of first mortgages against Units in the Condominium. Coverage shall afford protection against:
 - 1) Loss or damage by fire and other hazards covered by a standard coverage endorsement; and
 - 2) Such other risks as from time to time shall be customarily covered with respect to buildings similar in construction, location and use as the building(s) on the land, including, but not limited to, vandalism and malicious mischief.
- b) in such amounts and with such coverage as shall be required by the Board of Directors, including, but not limited to, hired vehicles, owned, and non— owned vehicle coverages, and with cross liability endorsements to cover liabilities of the Unit Owners as a group to a Unit Owner.
- c) Worker's Compensation insurance to meet the requirements of law.
- d) Such Other Insurance as the Board of Directors shall determine from time to time to be desirable.

10.4 Premiums

Premiums upon insurance policies purchased by the Association shall be paid by the Association as a Common Expense.

10.5 Insurance Trustee; Share of Proceeds

All insurance policies purchased by the Association shall be for the benefit of the Association and the Unit Owners and their mortgagees as their interests may appear. All such policies shall provide that all proceeds covering property losses shall be paid to the Association or to a trustee in Florida with trust powers as may be designated as Insurance Trustee from time to time by the Board of Directors when required by this Declaration. The selection of the Insurance Trustee is subject to the approval of the Institutional Lender holding the greatest dollar amount of first mortgages against the Units in the Condominium. The Insurance Trustee shall not be liable for payment of premiums nor for the failure of collect any insurance proceeds. The duty of the



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Insurance Trustee and the Association shall be to receive such proceeds as are paid and hold the proceeds in trust for the purposes stated herein for the benefit of the Unit Owners and their mortgagees in the following shares, provided, however, such shares need not be set forth on the records of the Insurance Trustee:

- a) Proceeded on Account of Damage to Common Elements. An undivided share for each Unit Owner, such share being the same as the undivided share in the Common Elements appurtenant to his Unit.
- b) Proceeded on Account of Damage to Units. Proceeds on account of damage to Units shall be held in the following undivided shares:
 - 1) When the Unit is to be Restored. For the Owners of damaged Units in proportion to the cost of repairing the damage suffered by each Unit Owner, said cost to be determined by the Association.
 - 2) When the Unit is Not Restored. An undivided share for each Unit Owner, such share being the same as the undivided share in the Common Elements appurtenant to his Unit.
- c) Mortgages. In the event a mortgagee endorsement has been issued to a Unit, the share of the Unit Owner shall be held in trust for the mortgagee and the Unit Owner as their interests may appear; provided, however, that no mortgagee shall have any right to determine or participate in the determination as to whether any damaged property shall be reconstructed or repaired, and no mortgagee shall have any right to apply or have applied to the reduction of a mortgage debt any insurance proceeds except distributions of such proceeds made to the Unit Owner and mortgagee pursuant to the provisions of this Declaration. Notwithstanding the foregoing, the mortgagee shall have the right to apply or have applied to the reduction of its mortgage debt any or all sums of insurance proceeds applicable to its mortgaged Unit in any of the following events:
 - 1) Its mortgage is not in good standing and is in default; or
 - 2) Insurance proceeds are insufficient to restore or repair the unit to the condition existing prior to the loss and additional monies are not available for such purpose.

An Insurance Trustee need not be appointed until there exists a major damage as defined at paragraph 12.1.

10.6 Distribution of Proceeds

Proceeds of Insurance policies received by the Association or by the Insurance Trustee shall be distributed to or for the benefit of the beneficial owners in the following manner.

- a) All expenses of the Insurance Trustee shall be paid first or provisions made for such payment.



- b) If the damage for which the proceeds are paid is to be repaired or reconstructed, the proceeds shall be paid to defray the cost thereof as provided herein. Any proceeds remaining after defraying such cost shall be distributed to the beneficial owners, remittances to Unit Owners and their mortgagees being payable jointly to them. This is a covenant for the benefit of, and may be enforced by, any mortgagee of a Unit.
- c) If it is determined in the manner provided herein that the damage for which proceeds are paid shall not be reconstructed or repaired, the proceeds shall be distributed to the beneficial owners, remittances to Unit Owners and their mortgagees being payable jointly to them. This is a covenant for the benefit of r and may be enforced by the mortgagee of a Unit. In making distribution to Unit Owners and their In making Distributions to Unit Owners and their mortgagees, the Insurance Trustee may rely upon a Certificate of the Association made by its President and Secretary as to the names of the Unit Owners and their respective shares of the distribution.

10.7 Association as Agent

The Association is hereby irrevocably appointed agent for each Unit Owner and for each owner of any other interest in the Condominium Property to adjust all claims arising under the insurance policies purchased by the Association and to execute and deliver releases upon the payment of a claim.

10.8 Unit Owner

As used in this paragraph 10 the term "Unit Owner" shall mean the Unit Owner of a particular Condominium Parcel.

11. Reconstruction or Repair After Casualty

11.1 Determination to Reconstruct or Repair

If any part of the Condominium Property shall be damaged by casualty, whether or not it shall be reconstructed or repaired shall be determined in the following manner:

(a) Common Elements. If the damaged improvement is a Common Element, then the damaged property shall be reconstructed or repaired, unless it is determined that the Condominium shall be terminated.

(b) Damage

(1) Lesser Damage. If the damaged improvement is located on a unit and if sixty (60%) percent of the Units are found by the Board of Directors to be tenantable, then the damaged property shall be reconstructed or repaired, unless within sixty (60) days after the casualty, it is determined by agreement that the Condominium shall be terminated.

(2) Major Damage. If the damaged improvement is located on a unit and if sixty (60%) percent of the Units are found by the Board of Directors to be not tenantable, then the damaged property shall not be reconstructed or repaired, and the Condominium shall be terminated without agreement, unless within sixty (60) days



after the casualty, the Unit Owners of seventy- five (75%) percent of the Units agree in writing to such reconstruction Or repair.

(c) Certificate. The Insurance Trustee may rely upon a Certificate of the Association made by its President and attested to by its Secretary/ Treasurer as to whether or not the damaged property is to be reconstructed or repaired.

11.2 Plans and Specifications

Any reconstruction or repairs must be substantially in accordance with the plans and specifications for the original building(s) or in lieu thereof, according to the plans and specifications approved by the Board of Directors, and if the damaged property is in a building by the Unit Owners of not less than seventy-five (75%) percent of the Common Elements, including the Owners of all damaged Units, together with the approval of the Institutional Lenders holding first mortgages upon all damaged Units, which approval shall not be unreasonably withheld.

11.3 Responsibility

If the damage is only to those parts of one (1) Unit for which the responsibility of maintenance and repair is that of the Unit Owner, then the Unit Owner shall be responsible for reconstruction and repair after casualty. In all other instances the responsibility of reconstruction and repair after casualty shall be that of the Association.

11.4 Estimate of Costs

Immediately after a determination is made to rebuild or repair damage to property for which the Association has the responsibility of reconstruction and repair, the Association shall obtain reliable and detailed estimates of the cost to rebuild or repair.

11.5 Assessments

The amount by which an award of insurance proceeds is reduced on account of a deductible clause in an insurance policy shall be a Common Expense and shall be assessed against all Unit Owners as such. If the proceeds of insurance are not sufficient to defray the estimated costs of reconstruction and repair by the Association, or if at any time during reconstruction and repair, or upon completion of reconstruction and repair, the funds for the payment of the costs of reconstruction and repair are insufficient, Assessments shall be made against the Unit Owners who own the damaged Units, and against all Unit Owners in the case of damage to Common Elements, in sufficient amounts to provide funds for the payment of such costs. Such Assessments against Unit Owners for damage to Units shall be in proportion to the cost of reconstruction and repair to their respective Units, Such Assessments on account of damage to Common Elements shall be in proportion to the Unit Owners' obligation for Common Expenses.

11.6 Construction Fund

The funds for payment of costs of reconstruction and repair after casual ty, which shall consist of proceeds of insurance held by the Association or by the Insurance Trustee and funds collected by the Association from Assessments against Unit Owners, shall be disbursed in payment of such costs in the following, manner:



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- a) Association. If the total of Assessments made by the Association in order to provide funds for the payment of costs of reconstruction and repair that is the responsibility of the Association is more than Ten Thousand and No/ 100 Dollars (\$10,000.00), then the sums paid upon such Assessments shall be deposited by the Association with the Insurance Trustee. In all other cases the Association shall hold the sums paid upon such Assessments and disburse them in payment of the costs of reconstruction and repair.

- b) Insurance Trustee. The proceeds of insurance collected on account of casualty, and the sums deposited with the Insurance Trustee by the Association from collections of Assessments against Unit Owners on account of such casualty shall constitute a construction fund which shall be disbursed in payment of the costs of reconstruction and repair in the following manner and order:
 - 1) Association - Lessor Damage. If the amount of the estimated costs of reconstruction and repair that is the responsibility of the Association is less than Ten Thousand and No/ 100 Dollars (\$10,000.00), then the construction fund shall be disbursed in payment of such costs upon the order of the Board of Directors, provided, however, that upon request by a mortgagee that is a beneficiary of an insurance policy the proceeds of which are included in the construction fund, such fund shall be disbursed in the manner provided for the reconstruction and repair of major damage.
 - 2) Association - Major Damage. If the amount of the estimated costs of reconstruction and repair that is the responsibility of the Association is more than Ten Thousand and No/ 100 Dollars (\$10,000.00), then the construction fund shall be disbursed in payment of such costs in the manner required by the Board of Directors and upon approval of an architect authorized to practice in the State of Florida and employed by the Association to supervise the reconstruction and repair.
 - 3) Unit Owner. The portion of insurance proceeds representing damage for which the responsibility of reconstruction and repair lies with a Unit Owner shall be paid to the Unit Owner, or if there is a mortgagee endorsement as to the Unit, then to the Owner thereof and the mortgagee jointly, who may use such proceeds as they deem appropriate.
 - 4) Surplus. It shall be presumed that the first monies disbursed in payment of costs of reconstruction and repair shall be from insurance proceeds. If there is a balance in a construction fund after payment of all costs of the reconstruction and repair for which the fund is established, such balance shall be distributed to the beneficial owners of the fund; except, however, that only those portions of a distribution to the beneficial owners in excess of Assessments paid by a Unit Owner to the construction fund shall be made payable to any mortgagee.
 - 5) Certificate. Notwithstanding the provisions of this instrument, the Insurance Trustee shall not be required to determine whether sums paid by the Unit Owners upon Assessments shall be deposited by the Association with the Insurance Trustee, nor to determine whether the disbursements from the construction fund are to be upon the order of the Association or approval of an architect or otherwise, nor whether a



disbursement is to be made from the construction fund nor to determine the payee nor the amount to be paid. Instead, the Insurance Trustee may rely upon a Certificate of the Association made by its President and Secretary as to any or all of such matters and stating that the sums to be paid are due and properly payable and stating the name of the payee and the amount to be paid; provided, that when a mortgagee is required in this instrument to be named payee, the Insurance Trustee shall also name the mortgagee as a payee, the Insurance Trustee shall also name the mortgagee as a payee of any distribution of insurance proceeds to a Unit Owner; and further, provided, that when the Association, or a mortgagee that is the beneficiary of an insurance policy whose proceeds are included in the construction fund, so requires, the approval of an architect named by the Association shall be first obtained by the Association prior to disbursements in payment of costs of reconstruction and repair.

11.7 Unit Owner

As used in this Paragraph 11 the term "Unit Owner" shall mean the Unit Owner of a particular Condominium Parcel.

12. Use Restrictions

The use of the Condominium Property shall be in accordance with the following provisions as long as the Condominium exists upon the land:

12.1 Residential Units

Each of the Units shall be occupied for residential purposes only. All dwelling units must be occupied by at least one person fifty-five (55) years of age or older. All other occupants of unit in the Park must be forty-five (45) years of age or older. (Aug 5, 2013 - Added through an amendment by Pinellas County, Fla Off. Rec Bk 18111 Pg 1689)

12.2 Subdivision

No Unit may be divided or subdivided into Provided, however, that the right to divide or smaller Units. subdivide a Unit into smaller Units is specifically reserved to the Association.

12.3 Common Elements

The Common Elements shall be used only for the purposes for which they are intended in the furnishing of services and facilities for the residents of the Units.

12.4 Use

- a) No unlawful use shall be made of the Condominium Property.
- b) All laws, zoning ordinances, and regulations of any governmental body having jurisdiction over the Condominium Property shall be observed. The responsibility of meeting the



requirements of such governmental bodies for maintenance, modification, or repair of the Condominium Property shall be the same as that set forth in paragraph 8.

- c) No nuisance shall be allowed upon the Condominium Property. No use or practice that is the source of annoyance to residents or which interferes with the peaceful possession and proper use of the Condominium Property by its residents shall be allowed upon the Condominium Property.
- d) No use of the Condominium Property shall be allowed that increases the cost of insurance upon the Condominium Property.

12.5 Signs

No "For Sale" or "For Rent" signs or other displays or advertising shall be maintained on the condominium Property, except as permitted by the By-Laws or the Rules and Regulations of the Condominium.

12.6 Children

NO CHILDREN SHALL BE ALLOWED TO OCCUPY A UNIT AS PERMANENT RESIDENTS. A child is hereby defined to be an individual under the age of eighteen (18) years. A permanent resident is hereby defined to be an individual who occupies a unit for more than sixty (60) days per year.

12.7 Lease

- a) After approval by the Association required herein, entire Units may be rented or leased provided the entire Unit is rented or leased, and the occupancy thereof is in accordance herewith. (Added through an amendment by Pinellas County, Fla Off. Rec Bk 16880 Pg 883)
- b) All rental or lease agreements shall be for a minimum of one (1) month and a maximum of six (6) months and one (1) day in any one calendar year. (Apr 18, 2010 - Added through an amendment by Pinellas County, Fla Off. Rec Bk 16880 Pg 883)
- c) No lease shall release or discharge the Unit Owner of the leased Unit from compliance with his or her obligations as a Unit Owner.
- d) All of the provisions of this Declaration (including its exhibits) and the Rules and Regulations of the Association shall be applicable and enforceable against any lessee to the same extent as against the Unit Owner. A Covenant upon the part of each lessee to abide by the provisions of this Declaration (including its exhibits) and the Rules and Regulations of the Association, and designating the Association as the Unit Owner's agent for the purpose of and with the authority to terminate the lease in the event of violations by the lessee of such covenant shall be an essential element of any such lease, whether oral or written, and whether specifically expressed in such lease or not.



12.8 Guests

A unit owner who desires to allow a guest to reside within his unit during periods of time wherein the unit owner shall not be present shall furnish to the association advance written notice of said guest, said notice to include the names (s) of the guests and their arrival and departure dates.

12.9 No Pets

No pets shall be allowed except fish contained in aquariums and caged birds.

12.10 Rules and Regulations

Reasonable rules and regulations concerning the use of Condominium Property may be made and amended from time to time by the Association in the manner provided by its Articles of Incorporation and Bylaws. Copies of such Rules and Regulations and amendments thereto shall be furnished by the Association to all Unit Owners and residents of the Condominium.

13. Maintenance of Community Interests

In order to maintain a community of congenial residents who are financially responsible and thus protect the value of the Units, the transfer of Units by an Owner shall be subject to the following provisions as long as the Condominium exists upon the land:

13.1 Transfers Subject to Approval

No Unit Owner may either acquire or dispose of any Unit by sale, lease, gift, devise, inheritance, or other transfer of title or possession without the written consent of the Association except as hereinafter provided. In the event of transfer of title by operation of law the continued ownership is subject to the written approval of the Association except as hereinafter provided.

13.2 Approval by Association.

The written approval of the Association that is required for the transfer of title or possession of a Unit shall be obtained in the following manner:

a) Notice to Association

- 1) A Unit Owner intending to make a bona fide sale of his Unit or any interest therein shall give to the Association written notice of such intention, together with the name and address of the intended purchaser and such other information concerning the intended purchaser as the Association may reasonably require. Such notice at the Unit Owner's option may include a demand by the Unit Owner that the Association furnish a purchaser of the Unit if the proposed purchaser is not approved; and if such demand is made, the notice shall be accompanied by an executed copy of the proposed contract to sell.
- 2) Lease. A Unit Owner intending to make a bona fide lease of his Unit or any interest therein shall give to the Association written notice of such intention, together with the name and address of the intended lessee, such other information concerning the



Sea Horse Park Homeowners Association, Inc.
Restated Declaration of Condominium

intended lessee as the Association may reasonably require and an executed copy of the proposed lease.

- 3) Gift, Devise, Inheritance or other transfers. A Unit Owner who has obtained his title by gift, devise, inheritance or by any other manner not previously specified, shall give to the Association written notice of the acquisition of his title, together with such information concerning the Unit Owner as the Association may reasonably require, and a copy of the recorded instrument evidencing the Unit Owner's title.
- 4) Failure to Give Notice. If the above required notice to the Association is not given, then at any time after receiving knowledge of a transaction or event transferring ownership or possession of a Unit, the Association at its election and without notice may approve or disapprove the transaction, If the Association disapproves of the ownership, or possession. If the Association disapproves the transaction, ownership, or possession, the Association shall proceed as if it had received the required notice on the date of such disapproval.

b) Certificate of Approval.

- 1) Sale. If the proposed transaction is a sale, then within thirty (30) days after receipt of such notice and information, the Association must either approve or disapprove the proposed transaction. If approved, the approval shall be by a certificate in recordable form executed by the Association.
- 2) Lease. If the proposed transaction is a lease, then within thirty (30) days after receipt of such notice and information, the Association must either approve or disapprove the proposed transaction. If approved, the approval shall be by a certificate in a non-recordable form executed by the Association.
- 3) Gift, Devise, Inheritance, or other transfers. If the Unit Owner giving notice has acquired his title by gift, devise, inheritance, or in any other manner not previously specified, then within thirty (30) days after receipt of such notice and information the Association must either approve or disapprove the continuance of the Unit Owner's ownership of his Unit. If approved, the approval shall be by a certificate in recordable form executed by the Association.

c) Approval of Corporate Owner or Purchaser. Inasmuch as the Condominium may be used only for residential purposes and a corporation cannot occupy a Unit for such use, if the Unit Owner, purchaser or lessee of a Unit is a corporation, the approval of ownership or lease by the corporation may be conditioned by requiring that all persons who might occupy the Unit be approved by the Association.

d) Application Fees. The Association may require the deposit of an application fee simultaneously with the giving of notice of intention to sell, lease, or of transfer by gift, devise or inheritance, for the purpose of defraying the Association's actual expenses in determining whether to approve or disapprove the transaction or continued ownership by a transferee, said application fee not to exceed the maximum fee allowed by law.



13.3 Disapproval by Associations

If the Association shall disapprove a transfer of ownership or possession of a Unit, the matter shall be disposed of in the following manner:

- a) Sale. If the proposed transaction is a sale and if the notice of sale given by the Unit Owner shall so demand, then within thirty (30) days after receipt of such notice and information the Association shall deliver or mail by registered mail to the Unit Owner an agreement to purchase the Unit by a purchaser approved by the Association, or an agreement and attested to by its Secretary/ Treasurer, in which event the Unit Owner shall sell the Unit to the named purchaser at the price and upon the terms stated in the disapproved contract to sell, or upon mutually agreed terms.
 - 1) The sale shall be closed within thirty (30) days after delivery or mailing of the agreement to purchase, or upon the date designated in the disapproved contract, whichever date shall be later.
 - 2) If the Association shall fail to purchase, or provide a purchaser upon demand of the Unit Owner in the manner provided, or if the purchaser furnished by the Association shall then the proposed default in his agreement to purchase, transaction shall be deemed to have been approved, and the Association shall furnish a certificate of approval in recordable form.
- b) Lease. If the proposed transaction is a lease the Unit Owner shall be advised of the disapproval in writing, and the lease shall not be made.
- c) Gift, Devise, Inheritance or other transfers. If the Unit Owner giving notice has acquired his title by gift, deviser inheritance, or in any other manner not previously specified, then within thirty (30) days after receipt from the Unit Owner of the notice and information required to be furnished, the Association shall deliver or mail by registered mail to the Unit Owner an agreement to purchase the Unit concerned by a purchaser approved by the Association who will purchase and to whom the. Unit Owner must sell the Unit upon the following terms:
 - 1) The sale price shall be the fair market value determined by agreement between the seller and the purchaser within thirty (30) days from the delivery or mailing of such In the absence of agreement as to price, the price agreement shall be determined by arbitration in accordance with the then existing rules of the American Arbitration Association who shall base their determination upon an average of their appraisals of the Unit and a judgment of specific performance or the sale upon the award rendered by the arbitrators may be entered in any court of competent jurisdiction. The expense of the arbitration shall be paid by the purchaser.
 - 2) The purchase price shall be paid in cash.
 - 3) The sale shall be closed within thirty (30) days following determination of the sale price.



- 4) If the Association shall fail to provide a purchaser as required by this instrument, or if a purchaser furnished by the Association shall default in his agreement to purchase, then notwithstanding the disapproval such ownership shall be deemed to have been approved, and the Association shall furnish a certificate of approval in recordable form, to the Unit Owner.

13.4 Exceptions

The foregoing provisions of this section entitled "Maintenance of Community Interests" shall not apply to a transfer to or purchase by an Institutional Lender that acquires its title as the result of owning a mortgage upon the Unit concerned, and this shall be so whether the title is acquired by deed from the mortgagor, his successors or assigns, or through foreclosure proceedings; nor shall such provisions apply to a transfer, sale, or lease by an Institutional Lender that so acquires its title. Such provisions shall not require the approval of a purchaser who acquires the title to a Unit at a duly advertised public sale with open bidding provided by law, such as but not limited to, execution sale, foreclosure sale, judicial sale or tax sale.

13.5 Unauthorized Transactions

Any sale, lease, or transfer not authorized pursuant to the terms of this Declaration shall be voidable unless subsequently approved by the Association or otherwise cured by the terms of this Declaration.

13.6 Notice of Suit

- a) Notice of Suit. A Unit Owner shall give notice in writing to the Association of every suit or other proceeding which may affect the title to his unit within five (5) days after the Unit Owner shall receive knowledge or notice thereof.
- b) Failure to Comply. Failure to comply with this subsection shall not affect the validity of any judicial sale.

13.7 Waiver of Approval

Whenever in this section an approval is required of the Association in connection with the sale, transfer or lease of any Unit, and such approval shall not have been obtained pursuant to the provisions hereof, failure upon the part of the Association to object in writing to such sale, transfer or lease within ninety (90) days after the date of such event or within thirty (30) days of the date upon which the purchaser, transferee, or lessee shall take possession of the premises, whichever date shall be later, shall constitute a waiver by the Association of the right to object and the sale, transfer or lease of such Unit shall be then considered valid and enforceable as having complied with this paragraph.



14. Purchase of Units By Association

14.1 Power to Purchase

The Association shall have the power to purchase Units in the Condominium.
The decision of the Association to purchase

14.2 Decision

The decision of the Association to purchase a Unit shall be made by its Board of Directors, without the necessity of approval by its membership except as is hereinafter expressly agreed.

14.3 Limitation

If at any time the Association shall be the Owner or agreed purchaser of five (5) or more Units, it may not purchase any additional Units without the prior written approval of seventy—five (75%) percent of the Unit Owners eligible to vote. A Unit Owner whose Unit is the subject matter of the proposed purchase shall be ineligible to vote thereon, provided, however, that the limitations hereof shall not apply to Units to be purchased at public sale resulting from a foreclosure of the Association's lien for delinquent Assessments where the bid of the Association does not exceed the aggregate of the amounts due by virtue of any and all senior or superior liens against the Unit plus the money due the Association, nor shall the limitation of this paragraph apply to Units to be acquired by the Association in lieu of foreclosure of such liens if the consideration therefor does not exceed the cancellation of such lien.

15. Compliance and Default

Each Unit Owner shall be governed by and shall comply with the terms of this Declaration, the Articles of Incorporation and the Bylaws of the Association, and the Rules and Regulations adopted pursuant to those documents, as the same may be amended from time to time. Failure of a Unit Owner to comply with such documents and regulations shall entitle the Association or other Unit Owners to the following relief in addition to the remedies provided by the Condominium Act.

15.1 Negligence

A Unit Owner shall be liable for the expense of any maintenance, repair or replacement rendered necessary by his negligence or by that of any member of his family or his or their guests, employees, agents, or lessees, but only to the extent that such expense is not met by the proceeds of insurance carried by the Association. A Unit Owner shall pay the Association the amount of any increase in its insurance premiums occasioned by use, misuse, occupant or abandonment of a Unit or its appurtenances, or of the Common Elements, by the Unit Owner.

15.2 Costs and Attorney's Fees

In any proceeding arising because of an alleged failure of a Unit Owner or the Association to comply with the terms of this Declaration, the Articles of Incorporation and the Bylaws of the Association, or the Rules And Regulations adopted pursuant to them, and the documents and regulations as they may be amended from time to time, the prevailing party shall be entitled to



recover the costs of the proceeding, and recover such reasonable attorney's fees as may be awarded by the Court.

15.3 Now Waiver of Rights

The failure of the Association or any Unit Owner to enforce any covenant, restriction or other provision of the Condominium Act this Declaration, the Articles of Incorporation and the Bylaws of the Association, or the Rules and Regulations adopted pursuant to them, shall not constitute a waiver of the right to do so thereafter.

15.4 Fines

In addition to the foregoing, the Association may levy a reasonable fine against a Unit and/or Unit Owner for failure of the Unit Owner of the Unit, the Unit's occupant, or the Unit Owner's lessee, licensee, or invitee to comply with this Declaration, including its exhibits and amendments, or the rules and regulations promulgated by the Association from time to time. No such fine levied by the Association shall exceed the maximum amount provided by the applicable Florida Statutes. No such fine shall be levied by the Association until the Unit Owner, the Unit Owner's occupant, and the Unit Owner's lessee, licensee, or invitee has been given notice of the alleged violation and an opportunity for a hearing before the Board of Directors. Each day of violation shall be deemed a separate violation subject to separate fine.

16. Amendmants

Except as otherwise provided herein, this Declaration of Condominium may be amended in the following manner:

16.1 Notice

Notice of the subject matter of a proposed amendment shall be included in the notice of any meeting at which a proposed amendment is to be considered. A resolution for the adoption of a proposed amendment shall be included in the notice of any meeting at which a proposed amendment is to be considered.

16.3 Approval

A resolution for the adoption of a proposed amendment may be proposed by the Board of Directors of the Association or by the Unit Owners. Unit Owners may propose such an amendment by instrument in writing directed to the President or Secretary of the Board of Directors signed by not less than twenty (20%) percent of the Unit Owners. Amendments may be proposed by the Board of Directors by action of a majority of the Board of Directors at any regularly constituted meeting thereof. Upon an amendment being proposed as herein provided, the President, or, in the event of his refusal or failure to act, the Board of Directors, shall call a meeting of the Unit Owners to be held not sooner than fifteen (15) days nor later than sixty (60) days thereafter for the purpose of considering said amendment. Directors and Unit Owners not present in person or by proxy at the meeting considering the amendment may express their approval in writing, provided such approval is delivered to the Secretary at or prior to the meeting. Except as otherwise provided herein, such approvals must be either by:



- 1) Not less than seventy—five (75%) percent of the entire membership of the Board of Directors and not less than seventy—five (75%) percent of the votes of the Unit Owners;
or
- 2) In the alternative, an amendment may be made by an agreement signed and acknowledged by all Unit Owners in the manner required for the execution of a deed.

16.4 Proviso.

Provided, however, that no amendment shall discriminate against any Unit Owner nor against any Unit or class or group of Units, unless the Unit Owner(s) so affected shall consent; and no amendment shall change any Unit nor the share in the Common Elements appurtenant to it nor increase the Owner's share of the Common Expenses, unless the record Owner of the Unit concerned and all record owners of mortgages on such Unit shall join in the execution of the amendment. No amendment shall make any change in the section entitled "Insurance", nor in the section entitled "Reconstruction and Repair After Casualty" unless the record owners of all mortgages upon the Condominium Property shall join in the execution of such amendment.

16.5 Execution and Recording

A copy of each amendment shall be attached to a certificate certifying that the amendment was duly adopted, and the certificate shall be executed by the President of the Association and attested to by the Secretary with the formalities of a deed, and shall be effective upon recordation thereof in the Public Records of Pinellas County, Florida.

17. Termination

The Condominium may be terminated in the following manners, in addition to the manner provided by the Condominium Act.

17.1 Destruction

If it is determined as provided in paragraph ten (10) hereof that the buildings shall not be reconstructed because of major damage, the Condominium plan of ownership shall be terminated without agreement.

17.2 Agreement

The Condominium may be terminated at any time by the approval in writing of all record Owners of Units and all recorded owners of mortgages on Units. Notice of a meeting at which the proposed termination is to be considered shall be given not less than thirty (30) days prior to the date of such meeting. In the event that the approval of Owners of not less than seventy— five (75%) percent of the Common Elements, and the approval of all record owners of mortgages upon the Units, are obtained at the meeting or within thirty (30) days thereafter, then the approving Owners shall have an option to buy all of the Units of the Owners not approving of termination, said option to continue for a period of sixty (60) days from the date of such meeting. Approval by a Unit Owner, or of a mortgagee holding a mortgage encumbering a unit, shall be irrevocable until the expiration of the Unit, shall be irrevocable until the expiration of the aforementioned option to purchase the Unit of Owners not so approving, and if the option to



purchase such Unit is exercised, then such approval shall be irrevocable. The option to purchase the Units owned by Unit Owners not approving of termination shall be exercised upon the following terms:

- a) **Exercise of Option.** The option shall be exercised by delivering or mailing by registered mail to each of the record Owners of the Units to be purchased an agreement to purchase signed by the record Unit Owners who will participate in the Such agreement shall indicate which Units will be purchase. purchased by each participating Unit Owner and shall require the purchase of all Units owned by Unit Owners not approving termination, but the agreement shall effect a separate contract between each seller and his purchaser.
- b) **Price.** The sale price for each Unit shall be the fair market value determined by agreement between the seller and the purchaser within thirty (30) days from the delivery or mailing of such agreement, and in the absence of agreement as to price, it shall be determined by arbitration in accordance with the then existing rules of the American Arbitration Association by appraisers appointed by the American Arbitration Association who shall base their determination upon an average of their appraisals of the Unit; and a judgment of specific performance of the sale upon the award rendered by the arbitrators may be entered in any Court of competent jurisdiction. The expense of the arbitration shall be paid by the purchaser. In any such action for specific performance the prevailing party shall also be entitled to his reasonable attorneys' fees and costs incurred in connection therewith.
- c) **Payment.** The purchase price shall be paid in provided, in the event there shall be a pre-existing first mortgage on the Unit, then the purchaser shall have the option: of assuming the remaining principal obligation thereof, and that portion of the purchase price which is in excess of such mortgage shall be payable in cash at closing.
- d) **Closing.** The sale shall be closed within thirty (30) days following determination of the sale price.

17.3 Certificate

Termination of the Condominium in either of the foregoing manners shall be evidenced by a certificate of the Association executed by its President and Secretary certifying to the facts effecting the termination, said certificate to become effective upon being recorded in the Public Records of Pinellas County, Florida.

17.4 Shares of the Unit Owners after Termination

After termination of the Condominium, the Unit Owners shall own the Condominium Property and all assets of the Association as tenants in common in undivided shares that shall be the same as the undivided shares in the Common Expenses appurtenant to the Owners' Units prior to termination.



**Sea Horse Park Homeowners Association, Inc.
Restated Declaration of Condominium**

17.5 Amendment.

This section concerning termination cannot be amended without the consent of all Unit Owners and of all record owners of mortgages upon the Units.

18. Seperability

The invalidity in whole or in part of any covenant or restriction, or any section, sub—section, sentence, clause, phrase or word, or other provision of this Declaration of Condominium, the Articles of Incorporation and the Bylaws of the Association, and the Rules and Regulations promulgated by the Association shall not affect the validity of the remaining portions.

19. Warranties

The warranties provided by the Condominium Act are the sole and exclusive warranties extended to Unit Owners by the Association. The Association extends to Unit Owners no other warranties, either express or implied.

IN WITNESS WHEREOF, Land Owner has executed this Declaration this 24th day of December 1986.

Signed, sealed and delivered
in the presence of:

Elyse P. [Signature]
Lela Miller

Attest:

Lela Miller
Secretary

SEA HORSE PARK MOBILE HOMEOWNERS
ASSOCIATION, INC.

By: *[Signature]*
President



**Sea Horse Park Homeowners Association, Inc.
Restated Declaration of Condominium**

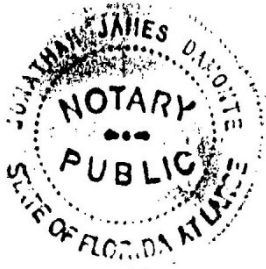
STATE OF FLORIDA

COUNTY OF PINELLAS

The foregoing instrument was acknowledged before me this day of 24th day of December 1986 by (original Signed by) Russel Jordon, President of SEA HORSE PARK MOBILE HOMEOWNERS ASSOCIATION, INC., a Florida Corporation, on behalf of the corporation.

Jonathan James Damonte
Notary Public
My commission expires:

NOTARY PUBLIC, State of Florida At Large
My Commission Expires AUGUST 14, 1988





Sea Horse Park Homeowners Association, Inc. Restated Declaration of Condominium

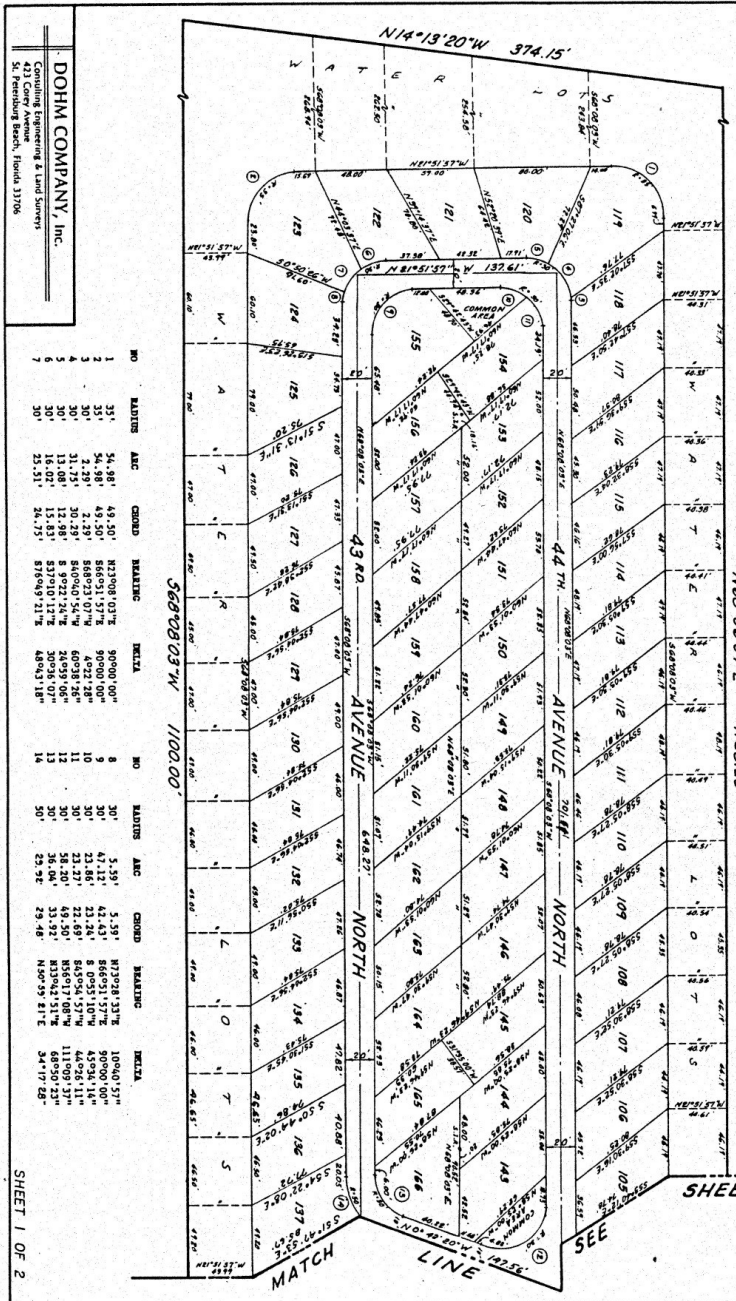
SEA HORSE MOBILE HOME PARK

A CONDOMINIUM

LOCATED IN SECTION 1, TOWNSHIP 31 SOUTH, RANGE 15 EAST
PINELLAS COUNTY, FLORIDA

LEGAL DESCRIPTION:
Commence at the South 1/4 corner of Section 1, Township 31 South, Range 15 East, run N 89°20'09"E 1482.09 feet along the North-south center line of Public Records of Pinellas County, Florida, run thence N 89°31'31"W 1210.96 feet along the said North boundary line of "Parque Mirador" and 1/4 eastern extension to the POINT OF BEGINNING; continue thence along said North boundary line of "Parque Mirador" and the border of Pinellas County, the western extension thereof of Parque Mirador; thence S 89°08'03"W 1100 feet to the mean high tide line of Long Bayou; describing a parcel of submerged land, run S 15°31'04"E 8.08 feet; thence S 88°08'03"W 1100 feet; thence N 14°13'20"W 374.15 feet to the mean high tide line; N 27°06'09"E 164.59 feet more or less; thence S 11°28'23"E 311.79 feet; thence N 27°06'09"E 164.59 feet; thence N 30°04'31"E 312.48 feet to the southernly having a radius of 2311.79 feet and an arc distance of 150.10 feet, with a chord bearing of S 78°31'11"E and a chord length of 150.08 feet; thence leaving said southern right of way line of State Road 595 (Alternate U.S. Hwy No. 19) run S 33°04'W 312.48 feet to the POINT OF BEGINNING.

BOCA
CIEGA
BAY



DOHM COMPANY, Inc.
Consulting Engineering & Land Surveyors
4721 Gulf Breeze Avenue, Florida 33706

| NO | STARTING ANG | COORD | DELTA | NO | STARTING ANG | COORD | DELTA |
|----|--------------|-------|-------------|----|--------------|-------------|-------------|
| 1 | 34.98 | 49.50 | 82308.037E | 8 | 5.59 | 3.97 | 87329.8137E |
| 2 | 33 | 49.50 | 86659.1577E | 9 | 47.12 | 42.43 | 86659.1577E |
| 3 | 30 | 2.39 | 86892.017E | 10 | 23.86 | 23.86 | 87052.1107E |
| 4 | 30 | 30.29 | 80060.547E | 11 | 38.29 | 42.50 | 83907.1087E |
| 5 | 30 | 11.75 | 80060.547E | 12 | 28.27 | 42.50 | 83907.1087E |
| 6 | 30 | 15.02 | 83910.127E | 13 | 38.04 | 33.92 | 83364.1517E |
| 7 | 30 | 23.51 | 81949.917E | 14 | 29.48 | N20°39'51"E | 34119.62 |

EXHIBIT "A"



Sea Horse Park Homeowners Association, Inc. Restated Declaration of Condominium





Sea Horse Park Homeowners Association, Inc.
Restated Declaration of Condominium

SEA HORSE MOBILE HOME PARK, A CONDOMINIUM

PROPORTIONATE OWNERSHIP SCHEDULE OF
COMMON ELEMENTS AND COMMON

Each Unit shall have appurtenant to it a 1/127 - undivided share and interest in the Common Elements and Common Surplus.

State of Florida



Department of State

I certify that the attached is a true and correct copy of the Articles
of Incorporation of SEA HORSE PARK HOMEOWNERS ASSOCIATION, INC.

a corporation organized under the Laws of the State of Florida,
filed on February 20, 1986.

The document number of this corporation is J00243.

Given under my hand and the
Great Seal of the State of Florida,
at Tallahassee, the Capital, this the
20th day of February, 1986.



CR2E022 (10-85)

George Firestone
Secretary of State

CR2E040 (4-84)

EXHIBIT "D"



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Appendix A - Declaration of Condominium Change Log

| Date | OR Book | Page | Amendment |
|----------------|---------|------|------------------------------------------------------|
| 1987-12-03-Dec | 6638 | 693 | 2.9 Condominium parcel |
| | | | 2.14 Unit |
| | | | 8.2(b) Lien for assessments |
| 1987-05-06-May | 6655 | 169 | Exhibit A together with plat |
| 1989-04-24-Apr | 6995 | 0320 | 7.1 Units |
| 2010-03-03-Mar | 16845 | 30 | Article IV, Section 7., entitled "Election and Term" |
| 2010-04-08-Apr | 16880 | 882 | 12.7 Lease |
| 2013-05-05-Aug | 18111 | 1689 | 12.1 Residential Units |

OR 6638 Pg 693

2.9 Condominium parcel means a unit, together with the undivided share share in the common elements which is appurtenant to the unit. ~~Condominium parcel is a separate parcel of the real property, the ownership of which maybe in free simple, or other Or any other estate in real property recognized by law~~

2.14 Unit means a part of the condominium property which is subject to exclusive ownership. A unit may be in improvements, land or land and improvements together, as specified in the declaration. ~~Unit means a part of the condominium property which is subject to private ownership.~~

8.2(b) Lien for Assessments. The Association shall have A lien against each Condominium Parcel ~~Unit~~ for any unpaid Assessments levied against the Owner thereof, and for interest accruing thereon, which lien shall also secure all costs, including reasonable attorney's fees, incurred by the Association incident to the collection of such Assessment or enforcement of such lien, whether or not legal proceedings are initiated.

OR 6655 Pg 169

The undersigned land owners, being the owners of fee simple title of record to those certain lands located and situated in Pinellas County, Florida, having been more particularly described in Exhibit "A" attached to the original Declaration of Condominium, as recorded in O,R, Book



**Sea Horse Park Homeowners Association, Inc.
Restated Declaration of Condominium**

6391, page 168, the said Exhibit "A" being recorded in O.R. Book 6391, page 187 and the Plat thereof being recorded in Condominium Plat Book 94, pages 5 and 6, DO HEREBY APPROVE AND CONSENT TO AMEND said Exhibit "A", TOGETHER WITH the Plat thereof as aforesaid, all according to the revised and amended Exhibit "A" attached hereto and by reference herein incorporated.

OR 6995 Pg 0320 April 24, 1987

The amendment of Section 7.1(a) of said Declaration, which shall read as follows:

7.1 Units.

- a) By the Association. The Association shall maintain, repair, and replace at the Association's expense all Common Elements. The Association shall also maintain, repair and replace at the Association's expense the sea wall Adjoining units 105 through 127-142, inclusive, and the boat ramp abutting unit 105 and adjoining the westernmost portion of the common areas."

OR 16845 Pg 30 March 3, 2010

Article IV, Section 7., entitled "Election and Term" is hereby amended to read as follows:

At the first annual meeting of shareholders and at each annual meeting thereafter the shareholders shall elect directors to hold office. At the first shareholders meeting, the first three (3) directors shall be elected for a term of three (3) years. The second three (3) directors shall be elected for a term of two (2) years and the second three (3) directors for a term of one (1) year. ~~Thereafter~~ Beginning with the 2009 annual meeting for the election of directors, at the expiration of each director's term of office, his replacement will be elected at the annual shareholders meeting of shareholders for a term of ~~three (3)~~ two (2) years. This staggering of directors terms is intended to provide continuity to the management of the Corporation. No director shall serve to be elected to more than two (2) successive two-year terms. ~~three (3) successive three year terms.~~



OR 16888 Pg 882

Section 12.7 of the Declaration of Condominium of Sea Horse Mobile Home Park, a Condominium, is hereby amended to read as follows:

12.7 Lease:

- 1) After approval by the Association required herein, entire Units may be rented or leased provided the entire Unit is rented or leased, and the occupancy thereof is in accordance herewith.
- 2) No lease shall be for a period of time of less than one (1) month. All rental or lease agreements shall be for a minimum of one (1) month and a maximum of six (6) months and one (1) day in any one calendar year.
- 3) No lease shall release or discharge the Unit Owner of the leased Unit from compliance with his or her obligations as a Unit Owner.
- 4) All of the provisions of this Declaration (including its exhibits) and the Rules and Regulations of the Association shall be applicable and enforceable against any lessee to the same extent as against the Unit Owner. A Covenant upon the part of each lessee to abide by the provisions of this Declaration (including its exhibits) and the Rules and Regulations of the Association, and designating the Association as the Unit Owner's agent for the purpose of and with the authority to terminate the lease in the event of violations by the lessee of such covenant shall be an essential element of any such lease, whether oral or written, and whether specifically expressed in such lease or not.

OR 18111 Pg 1689

12.1 Residential Units. Each of the units shall be occupied for ~~single family residential purposes only. Single family is hereby defined to include the unit owner and those persons related to him by blood marriage or adoption.~~ All dwelling units must be occupied by at least one person fifty-five (55) years of age or older. All other occupants of any dwelling unit in the park must be forty-five (45) years of age or older.



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