

BY-LAWS
OF
CASABLANCA COMMUNITY ASSOCIATION, INC.
A FLORIDA CORPORATION NOT FOR PROFIT

1. Identity. These are the By-Laws of CASABLANCA COMMUNITY ASSOCIATION, INC., herein called the "Association", a non-profit Florida corporation, provided for in Chapter 711, Florida Statutes, for the purpose of administering Casablanca Condominiums, located on the following property in Pinellas County, Florida:

THAT part of Lot 1, Block 2, Lakewood Country Club Estates section 1, 3rd partial replat, as recorded in Plat Book 67, Page 30, Public Records of Pinellas County, Florida being described as follows:

FROM a point of beginning at the northeast corner of said Lot 1, run along the boundary of said Lot 1, by the following eight courses: S. 27°08'57" E., 125.00 feet; thence by a curve to the right, radius 125.00 feet, arc 49.51 feet, chord S. 74°12'35" W., 49.24 feet; thence S. 85°34'08" W., 2.75 feet; thence S. 00°13'20" E., 191.53 feet; thence S. 26°20'34" W., 22.36 feet; thence S. 00°13'20" E., 50.00 feet; thence by a curve to the right, radius 30.00 feet, arc 47.12 feet, chord S. 44°46'40" W., 42.42 feet; thence S. 89°46'40" W., 758.27 feet; thence N. 00°13'20" W., 178.26 feet; thence N. 05°53'16" E., 233.30 feet, to the north line of said Lot 1; thence S. 84°06'44" E., 280.00 feet, along the said north line of Lot 1; thence N. 85°34'08" E., 489.92 feet along the north line of said Lot 1 to the point of beginning.

1.1 Office. The office of the Association shall be at the site of the condominium or such other place as may be designated by the Board of Directors.

1.2 Fiscal Year. The fiscal year of the Association shall begin on September 1 and end on August 31 of each year.

1.3 Seal. 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.

2. Members.

2.1 Qualification. The members of the Association shall consist of all of the record owners of apartment units.

2.2 Change of Membership. Change of membership in the Association shall be established by recording in the Public Records of Pinellas County, Florida, a deed or other instrument establishing a record title to an apartment unit in the condominium and the delivery to the Association of a copy of such instrument, the owner designated by such instrument thereby becoming a member of the Association. The membership of the prior owner shall be thereby terminated.

2.3 Voting Rights. The owner of each unit shall be entitled to one vote for each apartment unit owned, notwithstanding the percentage share of common elements appurtenant to his apartment unit or units, as a member of the Association, and the manner of exercising such voting rights shall be determined by these By-Laws. The term "majority" as used in these By-Laws and other condominium instruments in reference to voting by apartment owners, Association members, and the Board of Directors, means more than fifty (50%) percent.

2.4 Designation of Voting Representative. If a unit is owned by one person, his right to vote shall be established by the record title to his unit. If a unit is owned by more than one person, the person entitled to cast the vote for the unit shall be designated by a certificate signed by all of the record owners of the unit 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 of appointment 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 unit concerned. A certificate designating the person entitled to cast the vote of a unit may be revoked by any owner thereof.

2.5 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 owner if at an Association meeting, unless the joinder of record owners is specifically required by the Declaration or these By-Laws.

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

3. Members' Meetings.

3.1 Annual Members' Meeting. The annual members' meeting shall be held at the office of the Association at 7 P.M. Standard Time, on the third Wednesday of July of each year, or at such other time during the month of July as shall be designated by the Board of Directors for the purpose of electing Directors and of 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. The annual meeting may be waived by a unanimous agreement of the members in writing.

3.2 Special Members' Meeting. Special members' meetings shall be held whenever called by a majority of the Board of Directors and must be called by such Directors upon receipt of a written request from members entitled to cast seventy-five (75%) percent of the votes of the entire membership.

3.3 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 unless waived in writing. Such notice shall be in writing and furnished to each member not less than fourteen (14) days nor more than sixty (60) days in advance of the date of the meeting and by posting at a conspicuous place on the condominium property a notice of the meeting at least fourteen

(14) days but not more than sixty (60) days in advance of the date of the meeting. The notice to each member shall be furnished by personal delivery or by mailing the same by either regular or certified mail to each member at his address as it appears on the books of the Association. Proof of such mailing shall be given by affidavit of the person giving the notice. Notice of meetings may be waived either before or after the meeting.

3.4 Quorum. A quorum at members' meetings shall consist of persons entitled to cast 33% of the votes of the Association. The acts approved by a majority of those 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 Declaration of Condominium or these By-Laws. The joinder of a member in the action of a meeting by signing and concurring in the minutes thereof shall constitute the presence of such member for the purpose of determining a quorum.

3.5 Proxies. Votes may be cast in person or by proxy. Proxies may be made by any person entitled to vote and shall be valid only for the particular meeting designated therein and must be filed with the Secretary before the appointed time of the meeting or any adjournment thereof. When a unit is jointly owned by husband and wife, and if they have not designated one of them as a voting member, a proxy must be signed by both parties.

3.6 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 a quorum is present.

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

- (a) Calling of the roll and certifying of proxies.
- (b) Proof of notice of meeting or waiver of notice.
- (c) Reading and disposal of any unapproved minutes.
- (d) Reports of officers.
- (e) Reports of Committees.
- (f) Election of Directors.
- (g) Unfinished Business.
- (h) New Business.
- (i) Adjournment.

4. Board of Directors.

4.1 Membership. The affairs of the Association shall be managed by a Board of Directors as set forth in the Articles of Incorporation. Each Director shall be a person entitled to cast a vote in the Association, except as provided in Section 4.2(d) of these By-Laws.

4.2 Election of Directors.

- (a) Members of the Board of Directors shall

be elected by a majority vote of the owners present at the annual meeting of the members of the Association, and entitled to vote.

(b) Except as to vacancies provided by removal of Directors by members, vacancies on the Board of Directors occurring between annual meetings of members shall be filled by the remaining Directors.

(c) Any Director not designated by the Sponsor may be removed by concurrence of two-thirds (2/3) of the members of the Association at a special meeting of the members called for that purpose. The vacancy on the Board of Directors so created shall be filled by the members of the Association at the same meeting.

(d) The Sponsor shall be vested with the power to designate the initial Board of Directors and such other Directors as set forth in Section 4.2(d) (1), below. Any members of the Board of Directors must be owners of units in the condominium unless designated by the Sponsor, either as members of the initial Board of Directors or otherwise. Unless the Sponsor has elected to transfer control of the Association to the owners at an earlier date, the Sponsor shall transfer control of the Association to the owners' board as provided in the following formula:

(1) When unit owners other than the Sponsor own fifteen percent (15%) or more of the units that will be operated ultimately by the Association, the unit owners other than the Sponsor 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 Sponsor shall be entitled to elect a majority of the members of the Board of Directors of the Association three (3) years after sales by the Sponsor have been closed of fifty percent (50%) of the units that will be operated ultimately by the Association, or three (3) months after sales have been closed by the Sponsor of ninety percent (90%) of the units that will be operated ultimately by the Association, or when all of the units that will be operated ultimately by the Association have been completed and some of them have been sold and none of the others are being offered for sale by the Sponsor in the ordinary course of business, whichever shall first occur. The Sponsor shall be entitled to elect not less than one member of the Board of Directors as long as the Sponsor holds for sale in the ordinary course of business any units in the condominium operated by the Association. The Sponsor may, if it so chooses, waive its right to designate one or more members of the Board of Directors, in which event unit owners other than the Sponsor shall be entitled to elect such Directors. So long as the Sponsor holds for sale in the ordinary course of business any units in a condominium operated by the Association, such waiver shall only be effective for the specific election of Directors involved, and shall not operate as a waiver of the Sponsor's right to designate Directors in any future election. Within sixty (60) days after unit owners other than the Sponsor are entitled to elect a member or members of the board, the Association shall call and give notice of not less than thirty (30) days nor more than forty (40) days 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.

(2) Prior to or within sixty (60) days after unit owners other than the Sponsor elect a majority of the members of the Board of Directors of the Association, the Sponsor shall relinquish control of the Association and shall deliver to the Association all property of the unit owners and of the Association held by or controlled by the Sponsor including but not limited to the following items, if applicable:

(a) The original, a certified copy or a photocopy of the recorded declaration of condominium; if a photocopy is provided, the same shall reflect the recording information and shall be certified by affidavit by the Sponsor or officer or agent of the Sponsor as being a true and complete copy of the actual recorded declaration; the Association's Articles of Incorporation; By-Laws; minute books and other corporate books and records of the Association, if any; the condominium documents; and any house rules and regulations which may have been promulgated.

(b) Resignations of officers and members of the Board of Directors who may be required to resign for reason of the requirement that the Sponsor relinquish control of the Association.

(c) An accounting or accountings for Association funds. The Sponsor shall be liable to the Association for all of the funds of the Association that are not properly expended and which were collected during the period of time that the Sponsor controlled the Board of Directors of the Association.

(d) Association funds or control thereof.

(e) All tangible personal property that is represented by the Sponsor to be part of the common elements, or that is ostensibly part of the common elements, or that is property of the Association, and inventories of these properties.

(f) A copy of the plans and specifications utilized in the construction of improvements and the supplying of equipment to the condominium and for the construction and installation of all mechanical components serving the improvements and the site, with a certificate in affidavit form of the Sponsor or of his agent or of an architect or engineer authorized to practice in this state that such plans and specifications represent to the best of their knowledge and belief the actual plans and specifications utilized in and about the construction and improvement of the condominium property and for the construction and installation of the mechanical components serving the improvements.

(g) Insurance policies.

(h) Copies of any certificates of occupancy which may have been issued within one (1) year of the date of creation of the condominium.

(i) Any other permits issued by governmental bodies applicable to the condominium property and which are currently in force or were issued within one (1) year prior to the date upon which the unit owners other than the Sponsor took control of the Association.

(j) Such written warranties of the contractor, subcontractors, suppliers and manufacturers as are still effective.

(k) A roster of unit owners and their addresses and telephone numbers, if known, as shown on the Sponsor's records.

(l) Employment contracts in which the Association is one of the contracting parties.

(m) Employment contracts or service contracts in which the Association is one of the contracting

parties or service contracts in which the Association is one of the contracting parties or service contracts in which the Association or the unit owners have directly or indirectly an obligation or responsibility to pay some or all of the fee or charge or the person or persons performing the services.

(n) Other contracts in which the Association is one of the contracting parties.

4.3 Term. The term of each Director's service shall extend until the next annual meeting of the members and thereafter until his successor is duly elected and qualified, or until he is removed in the manner elsewhere provided.

4.4 Organizational Meeting. The organizational 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 organizational meeting shall be necessary.

4.5 Regular Meetings. Regular meetings of the Board of Directors may be held at such time and place as shall be determined, and 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 five (5) days prior to the day named for such meeting.

4.6 Special Meetings. Special meetings of the Directors may be called by the President and must be called by the Secretary at the written request of two-thirds (2/3) of the Directors. Not less than five (5) 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.

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

4.8 Quorum. 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 meeting at which a quorum is present shall constitute the act of the Board of Directors, except where approval by a greater number of Directors is required by the Declaration of Condominium or these By-Laws.

4.9 Adjourned Meetings. If at any meetings 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 which might have been transacted at the meeting as originally called may be transacted without further notice.

4.10 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 thereof shall constitute the presence of such Director for the purpose of determining a quorum.

4.11 Directors' Meetings. Meetings of the Board of Directors shall be open to all unit owners, and notices of such meetings shall be posted conspicuously forty-eight (48) hours in advance of such meetings for the attention of unit owners, except in an emergency.

4.12 Presiding Officer. The presiding officer at Directors' meetings shall be the President. In the absence of the President, the Directors present shall designate one of their number to preside.

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4.13 Directors' Fees. Directors' fees, if any, shall be determined by the members of the Association; provided, Directors designated by the Sponsor shall never under any circumstances be entitled to Directors' fees.

4.14 Order of Business. The Order of Business at the Directors' Meetings shall be:

- a. Calling of roll
- b. Proof of due Notice of Meeting
- c. Reading of any unapproved Minutes
- d. Reports of Officers and Committees
- e. Election of Officers
- f. Unfinished business
- g. New business
- h. Adjournment.

5. Powers and Duties of Board of Directors. All of the powers and duties of the Association existing under the Condominium Act, Declaration of Condominium and these By-Laws shall be exercised exclusively by the Board of Directors, its agents, contractors or employees, subject only to approval by apartment unit owners when such is specifically required. Such powers and duties of the Directors shall include but not be limited to the following, subject, however, to the provisions of the Declaration of Condominium and these By-Laws:

5.1 Assess. To make and collect assessments against members to defray the costs and expenses of the condominium.

5.2 Disburse. To use the proceeds from assessments in the exercise of its powers and duties.

5.3 Maintain. To maintain, repair, replace and operate the condominium properly.

5.4 Insure. To purchase insurance upon the condominium property and insurance for the protection of the Association and its members.

5.5 Reconstruct. To reconstruct improvements after casualty and further improve the condominium property.

5.6 Regulate. To make and amend reasonable rules and regulations respecting the use of the property in the condominium as provided in Paragraph 11.4 of the Declaration.

5.7 Management Contract. To contract for the maintenance, management or operation of condominium property and to delegate to the manager all powers and duties of the Association except such as are specifically required by the Declaration of Condominium or these By-Laws to have approval of the Board of Directors or the membership of the Association. No such management contracts shall be construed to be invalid by reason of the Association's delegation or assignment of its rights, duties, privileges or responsibilities as set forth in the Condominium Act or Declaration. Such contract for the maintenance, management, or operation of condominium property shall be subject to cancellation at the time and on the conditions as follow:

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If the unit owners other than the Sponsor have assumed control of the Association, or if unit owners other than the Sponsor own not less than 75% of the units in the condominium, the cancellation shall be by concurrence of the owners of not less than a majority of the units other than the units owned by the Sponsor. If any such contract is cancelled under this provision and the unit owners other than the Sponsor have not assumed control of the Association, the Association shall make a new contract or otherwise provide for maintenance, management or operation in lieu of the cancelled obligation at the direction of the owners of not less than a majority of the units in the condominium other than the units owned by the Sponsor.

5.8 Payment of Liens. To pay taxes, assessments, and fines which are liens against any part of the condominium other than individual units unless the individual unit is owned by the Association and the appurtenances thereto, and to assess the same against the units subject to such liens.

5.9 Enforcement. To enforce by legal means provisions of the Condominium Act, the Declaration of Condominium, the Articles of Incorporation, the By-Laws and the Rule and Regulations for the use of the property in the condominium. In the event that the Board of Directors determines that any Unit Owner is in violation of any provisions of the Condominium Act, the Declaration, Articles, By-Laws or Rules and Regulations, the Board, or an agent of the Board designated for that purpose, shall notify the Unit Owner of the nature of the violation. If said violation is not cured within five (5) days, or if said violation consists of acts or conduct by the Unit Owner, and such acts or conduct are repeated, the Board may levy a fine of up to \$25.00 per offense against the Unit Owner. Each day during which the violation continues shall be deemed a separate offense. Such fines shall be assessed as a special assessment against the Unit Owner, shall constitute a lien upon the Unit, and may be foreclosed by the Association in the same manner as any other lien, provided that before imposition of any fine, the defaulting Unit Owner shall be entitled to a hearing before the Board, upon reasonable written notice specifying the violations charged, and may be represented by counsel; and provided further that no fine may be levied in any event against the Sponsor.

5.10 Utilities. To pay the cost of all power, water, sewer and other utility services rendered to the condominium and not separately billed to owners of individual units.

5.11 Employment. To employ personnel for reasonable compensation to perform the services required for proper administration of the purposes of the Association.

5.12 Record of Mortgagees of Units. To maintain a book or other written record of all holders of mortgages upon each Unit. The holder of each mortgage shall be designated as either an "Institutional Mortgagee" or not, as the case may be. Each Unit Owner must notify the Association of any mortgage on his Unit, and the name and address of the mortgagee, within 5 days after entering into a mortgage on his Unit. This record shall be open to inspection or for copying by all Institutional Mortgagees during normal business hours, but not by unit owners or others without a valid court order (in order to protect the privacy of unit owners).

6. Officers.

6.1 Officers and Election. The executive officers of the Association shall be a President, a Vice-President, a Treasurer, and a Secretary, all of whom shall be elected

annually by the Board of Directors and who may be pre-emptorily removed by vote of the Directors at any meeting. So long as the Sponsor retains control of the majority of the Board of Directors, no Officer need be a member of the Board. However, after the Sponsor relinquishes control of the Board, the President and Secretary shall at all times be Board Members. Any person may hold two or more offices except that the President shall not also be the Secretary. The Board of Directors shall from time to time elect such other officers and designate their powers and duties as the Board shall find necessary to properly manage the affairs of the Association.

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

6.3 Vice-President. The Vice-President shall in the absence or disability of the President exercise the powers and perform the duties of the President. He shall also generally assist the President and exercise such other powers and perform such other duties as shall be prescribed by the Directors.

6.4 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 keep the records of the Association, except those of the Treasurer, and shall perform all other duties incident to the office of Secretary of an Association and as may be required by the Directors or the President. The duties of the Secretary may be fulfilled by a manager employed by the Association.

6.5 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 provide for collection of assessments; and he shall perform all other duties incident to the office of Treasurer. The duties of the Treasurer may be fulfilled by a manager employed by the Association.

6.6 Compensation. The compensation, if any, of all officers shall be fixed by the members at their annual meeting. No officer who is a designee of the Sponsor shall receive any compensation for his services as such.

6.7 Indemnification and Insurance of Directors and Officers. Every Director and every officer of the Association shall be indemnified by the Association against all expenses and liabilities, including counsel fees, reasonably incurred by or imposed upon him in connection with any proceeding to which he may be a party or in which he may become involved by reason of his being or having been a Director or officer of the association, whether or not he is a Director or officer at the time such expenses are incurred, except in such cases wherein the Director or officer is adjudged guilty of willful misfeasance or malfeasance in the performance of these duties. The foregoing right of indemnification shall be in addition to and not exclusive of all other rights to which such Director or officer may be entitled. The Board of Directors may, and shall if reasonably available, purchase liability insurance to insure all directors, officers or agents, past and present

against all expenses and liabilities as set forth above. The premiums for such insurance shall be paid by the Unit Owners as a part of the Common Expenses.

7. Fiscal Management. The provisions for fiscal management of the Association set forth in the Declaration of Condominium shall be supplemented by the following provisions:

7.1 Accounts. The receipts and expenditures of the Association shall be credited and charged to accounts under the following classifications as shall be appropriate:

(a) Current Expenses. Current expenses shall include all receipts and expenditures to be made within the year for which the receipts are budgeted and may include a reasonable allowance for contingencies and working funds. The balance in this fund at the end of each year shall be applied to reduce the assessments for current expense for the succeeding year or to fund reserves.

(b) Reserves. The following reserves may be established in the discretion of the Board of Directors. To the extent practical, each reserve shall be kept in a separate bank account. Any or no amount may be budgeted for said reserves, in the sole discretion of the Board of Directors.

(1) Reserve for Deferred Maintenance. Reserve for deferred maintenance shall include funds for maintenance items which occur less frequently than annually.

(2) Reserve for Replacement. Reserve for replacement shall include funds for repair or replacement required because of damage, depreciation or obsolescence.

(3) Betterments. Reserve to be used for capital expenditures for additional improvements or additional personal property that will be part of the common elements.

7.2 Budget. The Board of Directors shall adopt a budget for each calendar year which shall include the estimated funds required to defray the current expenses and may provide funds for the foregoing reserves.

(a) A copy of a proposed annual budget of common expenses shall be mailed to the unit owners not less than thirty (30) days prior to the meeting at which the budget will be considered, together with a notice of that meeting. The unit owners shall be given written notice of the time and place at which such meeting of the Board of Directors to consider the budget shall be held, and such meeting shall be open to the unit owners. If a budget is adopted by the Board of Directors which requires assessment against the unit owners in any fiscal year exceeding 115% of such assessments for the preceding year, upon written application of ten (10%) percent of the unit owners, a special meeting of the unit owners shall be held upon not less than ten (10) days written notice to each unit owner, but within thirty (30) days of the delivery of such application to the Board of Directors or any member thereof, at which special meeting unit owners may consider and enact a revision of the budget, or recall any and all members of the Board of Directors and elect their successors. In either case, the revision of the budget or the recall of any and all members of the Board of Directors shall require a vote of not less than a majority of the whole number of votes of all unit owners. The Board of Directors may in any event propose a budget to the unit owners at a meeting of members or by writing and if such budget or proposed budget be approved by the unit owners at the meeting, or by a majority of their whole number by a

writing, such budget shall not thereafter be reexamined by the unit owners in the manner hereinabove set forth nor shall the Board of Directors be recalled under the terms of this section. In determining whether assessments exceed 115% of similar assessments in prior years, there shall be excluded in the computation any provision for reasonable reserves made by the Board of Directors in respect of repair or replacement of the condominium property or in respect of anticipated expenses by the condominium association which are not anticipated to be incurred on a regular or annual basis. There shall be excluded from such computation, assessment for betterments to the condominium property or assessments for betterments to be imposed by the Board of Directors. Provided, however, that so long as the Sponsor is in control of the Board of Directors the Board shall not impose an assessment for a year greater than 115% of the prior fiscal or calendar year's assessment without approval of a majority of all unit owners.

7.3 Excess Assessments in Fiscal Year. Recognizing that it is extremely difficult to adopt a budget for each calendar year that exactly coincides with the actual expenses during that year, the Board of Directors shall report to the unit owners at the annual meeting of unit owners the amount, if any, by which assessments for the preceding fiscal year to date have exceeded the expenditures of the Association. Such excess shall be applied automatically against the following year's assessments, unless the unit owners, by a vote of seventy-five percent (75%) of those present and voting, vote to use the excess to fund specific reserve accounts.

7.4 Assessments. Assessments against the unit owners for their shares of the items of the budget shall be made in advance on or before August 20 preceding the year for which the assessments are made. Such assessments shall be due in twelve (12) equal monthly payments, one of which shall come due on the first day of each month of the year for which the assessments are made. If an annual assessment is not made as required, an assessment shall be presumed to have been made in the amount of the last prior assessment and monthly payments thereon shall be due upon the first day of each month until changed by an amended assessment. In the event the annual assessment proves to be insufficient, the budget and assessments may be amended at any time by the Board of Directors. The unpaid assessment for the remaining portion of the calendar year for which the amended assessment is made shall be due on the first day of the month next succeeding the month in which such amended assessment is made or as otherwise provided by the Board of Directors. The first assessment shall be determined by the Board of Directors of the Association.

7.5 Acceleration of Assessment Installments Upon Default. If an apartment unit owner shall be in default in the payment of an installment upon an assessment, the Board of Directors may accelerate the remaining installments of the assessment upon notice to the apartment unit owner, and then the unpaid balance of the assessment shall become due upon the date stated in the notice, but not less than ten (10) days after delivery of the notice to the apartment unit owner, or if such notice be by registered or certified mail, not less than twenty (20) days after the mailing, whichever shall first occur.

7.6 Depository. The depository of the Association will be such bank(s) or savings and loan association(s) in Pinellas County, Florida, as shall be designated from time to time by the Directors and in which the withdrawal of monies from such accounts shall be only by checks signed by such persons as authorized by the Directors. Provided, however,

that the provisions of a management agreement between the Association and a manager relative to the subject matter of this section shall supersede the provisions hereof.

7.7 Audit. An audit of the accounts of the Association shall be made annually by a certified public accountant, and a copy of the audit report shall be furnished to each member not later than December 1 of the year following the fiscal year for which the audit is made.

7.8 Fidelity Bonds. Fidelity bonds may be required by the Board of Directors from all persons handling or responsible for Association funds. The amount of such bonds shall be determined by the Directors. The premiums on such bonds shall be paid by the Association.

8. Parking. The Sponsor's right to assign parking spaces shall continue until Sponsor sells the last condominium unit. Thereafter the Association shall have the right to assign and control all unassigned parking so long as the Association does not interfere with, alter or change the previously made Sponsor's assignments. Parking spaces may be transferred and swapped only among the various unit owners, but every unit must at all times have one parking space which is assigned to it exclusively and the right to which is transferable at the time of the sale or transfer of the unit. Maintenance of the parking area is declared to be a common expense. PARKING SPACES ARE FOR PASSENGER AUTOMOBILES ONLY AND NO BOATS, TRUCKS, TRAILERS, MOTORHOMES, CAMPERs OR OTHER VEHICLES OR OBJECTS SHALL BE PLACED IN OR AROUND THE PARKING SPACE ASSIGNED.

8.1 Assignment of Parking Spaces. The assignment of a parking space shall be made by describing the particular parking space by reference thereto in a document entitled "Assignment of Use of Parking Space" delivered at the same time as or subsequent to delivery of the Deed of Conveyance to the unit. The Association shall maintain a book for the purpose of listing each assignee of each parking space and the transfers thereof (the "Book"). Upon assignment of such parking space, the Sponsor shall cause the Association to record its transfer in the Book. Upon conveyance of, or passing of title to the unit to which the said assignment of parking space has been made the owner of the unit making the conveyance of title shall execute notice of transfer to the Association who shall thereupon cause to be executed in the name of the Association a new document entitled "Assignment of Use of Parking Space" and record the transfer in the Book. The same procedure shall be followed in the event of a trade of spaces.

9. Parliamentary Rules. Roberts' Rules of Order (latest edition) shall govern the conduct of the Association meetings when not in conflict with the Declaration of Condominium or these By-Laws.

10. Amendment. The By-Laws may be amended in the manner set forth in the Declaration.

The foregoing were adopted as The By-Laws of CASABLANCA COMMUNITY ASSOCIATION, INC., a condominium corporation and a non-profit corporation under the laws of the State of Florida, at the first meeting of the Board of Directors on August 30, 1976.

/S/ Barbara Seidenstein
Barbara Seidenstein, Secretary

APPROVED:

/S/ Felix de Golian, III
Felix de Golian, III, President

(SEAL)

B
9
4
1

61 RECORDING
 REC 10.50
 DS _____
 INT _____
 FFS _____
 MIP _____
 P.C. _____
 RLV _____
 TOTAL 10.50

89194407

OR7069P02242

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

09 AUG -7 PH 5:13

**CERTIFICATE OF AMENDMENT
 TO
 BY-LAWS
 OF
 CASABLANCA COMMUNITY ASSOCIATION**

CERTIFICATE made this 31 day of July, 1989, by CASABLANCA COMMUNITY ASSOCIATION, INC., a Florida Corporation not-for-profit ("ASSOCIATION").

WHEREAS, the Declaration of Condominium for CASABLANCA COMMUNITY ASSOCIATION, INC., a Condominium ("CONDOMINIUM") was recorded in Official Records Book 4453, Page 1410 of the Public Records of Pinellas County, Florida and

WHEREAS, the owners of units in the Condominium desire to amend the By-Laws, and a sufficient number of such owners has affirmatively voted at a duly called meeting of the ASSOCIATION to approve certain amendments as described in the exhibit attached hereto.

NOW, THEREFORE, be it known that:

1. That the By-Laws for CASABLANCA COMMUNITY ASSOCIATION, a Condominium, are hereby amended as described in Exhibit "A" attached hereto.
2. Any portion of the By-Laws not amended hereby shall remain unchanged.

IN WITNESS WHEREOF, the ASSOCIATION has caused these presents to be signed this 31 day of July, 1989, by its President in accordance with the authority granted to him by the ASSOCIATION.

CASABLANCA
 COMMUNITY ASSOCIATION INC.

[Handwritten signatures]

By: T. M. Allen
 T. M. Allen, President

STATE OF FLORIDA
 COUNTY OF PINELLAS

The foregoing was acknowledged before me this 31st day of July, 1989 by T. M. Allen, President of CASABLANCA COMMUNITY ASSOCIATION, INC., a Florida Corporation not-for-profit, on behalf of the Corporation.

[Handwritten signature]
 NOTARY PUBLIC

My commission Expires:

NOTARY PUBLIC, STATE OF FLORIDA
 MY COMMISSION EXPIRES: JUNE 5, 1993
 BONDED THRU NOTARY PUBLIC UNDERWRITERS



Prepared by and return to: RAMPART PROPERTIES, INC.
 2837 First Avenue North
 St. Petersburg, Florida 33713
 (813) 327-8748

REC05633 GEN 08-07-89 17:05:29
 1 \$10.50
 TOTAL: \$10.50
 CHECK AMT. TENDERED: \$10.50
 CHANGE: \$0.00

Condominium Plats pertaining hereto are recorded in Condominium Plat Book 23, Pages 16 through 24, inclusive, Public Records of Pinellas County, Florida.

INST # 97-369191
DEC 19, 1997 4:18PM

RECORDING
MHC 10.50
DS _____
INT _____
PLSS _____
MIF _____
PC _____
REV _____
TOTAL 10.50

CERTIFICATE OF AMENDMENT
TO
BY-LAWS
OF
CASABLANCA COMMUNITY ASSOCIATION

PINELLAS COUNTY FLA.
OFF. REC. BK 9940 PG 2694

CERTIFICATE made this 17th day of December, 1997, by **CASABLANCA COMMUNITY ASSOCIATION, INC.**, a Florida Corporation not-for-profit ("ASSOCIATION").

WHEREAS, the Declaration of Condominium for **CASABLANCA COMMUNITY ASSOCIATION, INC.**, a Condominium ("CONDOMINIUM") was recorded in Official Records Book 4453, Page 1410 of the Public Records of Pinellas County, Florida and Condominium Plats pertaining hereto are recorded in Condominium Plat Book 23, Pages 16 through 24 and

WHEREAS, the owners of units in the Condominium desire to amend the By-Laws, and a sufficient number of such Owners has affirmatively voted at a duly called meeting of the ASSOCIATION to approve certain amendments as described in the exhibit attached hereto.

NOW, THEREFORE, be it known that:

1. That the By-Laws for **CASABLANCA COMMUNITY ASSOCIATION**, a Condominium, are hereby amended as described in the Exhibit "A" attached hereto.
2. Any portion of the By-Laws not amended hereby shall remain unchanged.

IN WITNESS WHEREOF, the ASSOCIATION has caused these presents to be signed this 17th day of December 1997, by its President in accordance with the authority granted to him by the ASSOCIATION.

CASABLANCA COMMUNITY ASSOCIATION, INC.

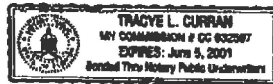
Stephanie Cardman

John M. Hancock

By: *William G. Glover*
William Glover, President

STATE OF FLORIDA
COUNTY OF PINELLAS

The foregoing was acknowledged before me this 17th Day of December 1997 by William Glover, President of **CASABLANCA COMMUNITY ASSOCIATION, INC.**, a Florida Corporation not-for-profit, on behalf of the Corporation



Tracey L. Curran
NOTARY PUBLIC
My commission Expires:

✓ Prepared by and return to: **RAMPART PROPERTIES, INC.**
10033 9th Street North, Second Floor
St. Petersburg, FL 33703

BL061905 JFB 12-19-1997 10:30:55
01 CTP-CASABLANCA COMM ASSOC INC
RECORDING 1 \$10.50
TOTAL: \$10.50
CASH AMT. TENDERED: \$20.50
CHANGE: \$10.00

PROPOSED AMENDMENT 22 TO THE DECLARATION OF
CASABLANCA CONDOMINIUM

22. Sale or lease of a unit

In order to maintain a community of congenial residents who are fully responsible and thus protect the value of the condominium units, the sale and leasing of unit by an owner shall be subject to the following:

(a) Approval of leasing and sales. The Association shall adopt rules concerning the approval process which shall be binding upon all Owners, which rules shall include and implement the following requirements which are applicable to all sales and leases hereafter.

(b) Procedure. All applicants for purchase, lease or other transfer shall submit an application for approval to the Board of Directors on forms to be provided by the Board. Together with the presentation of the fully-completed application package, and any other documentation which may be required by the Board of Directors, the applicant may be required to pay to the Association a transfer fee in such amount as the Board may determine from time to time, per applicant. All applicants shall be required to meet with the screening committee, appointed by the Board of Directors, prior to the time of occupancy of the unit. Approval shall not be given unless and until any transfer fee which is required has been paid, all other documentation requested by the Board of Directors has been furnished by the applicants, and the applicants have met with the screening committee.

PROPOSED AMENDMENT TO BY-LAWS, SECTION 1.2, AS FOLLOWS:

1.2 FISCAL YEAR. The fiscal year of the Association shall begin on ~~September 1~~ and end on ~~August 31~~ March 1 and end on February 27 or 28 of each year.

PROPOSED AMENDMENT TO BY-LAWS, SECTION 3.1, AS FOLLOWS:

3.1 ANNUAL MEMBERS' MEETING. The annual members' meeting shall be held at the office of the Association at 7 6:30 P.M. standard time on the third Wednesday of ~~July~~ January of each year, or at such other time during the month of ~~July~~ January as shall be designated by the Board of Directors for the purpose of electing Directors and of 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. The annual meeting may be waived by a unanimous agreement of the members in writing.

Ashley Konak

Florida
Condominium

Prepared by and Return to:
COLONIAL BANK, N.A.
Association Services Credit
5830 142nd Ave N.
Clearwater, FL 33760

**COLLATERAL ASSIGNMENT OF RIGHT TO COLLECT ASSESSMENT
AND ASSIGNMENT OF LIEN RIGHTS**
(this "Assignment")

THIS ASSIGNMENT, granted this 30th day of April, 2007, by Casablanca Community Association, Inc., a non-profit Florida corporation, whose address is: 9887 Fourth Street North, Suite 301 St. Petersburg, Florida 33702 (the "Assignor"), to Colonial Bank, N.A., a national banking association, its successors or assigns (the "Bank"), whose address is 5830 142 Avenue, Clearwater, Florida, 34619 and is made in reference to the following facts:

RECITALS

(A) The Assignor is a Corporation not for profit organized and existing under the laws of the State of Florida, and is a condominium association, as that term is defined in Chapter 718, Florida Statutes, charged with the operation, maintenance and management of the real property commonly known as Casablanca Community Association, Inc. a Condominium (the "Condominium") as more particularly described in that certain [REDACTED] recorded in OR Book 4453 Page 1410 et seq., and any amendments thereto, of the Public Records of Pinellas County, Florida (the "Declaration").

(B) Pursuant to the terms and provisions of the Declaration, the Assignor has the legal authority to levy assessments against the owners of the units in the Condominium in order to accumulate the funds necessary to pay the common expenses of the Condominium as described in the Declaration.

(C) Bank has extended to Assignor a loan and said loan is to be secured by certain other instruments and all of such instruments of security and the Note shall be referred to collectively herein as the "Documents".

(D) The Assignor has agreed to and does execute this Assignment as a part of the loan transaction.

NOW, THEREFORE, the Assignor covenants and agrees to and with the Bank as follows:

1. **Recitals.** The statements contained in the recitals of fact set forth above (the "Recitals") are true and correct and the Recitals by this reference are made a part of this Agreement.

2. **Bank's Security.** As collateral and security for the payment of the indebtedness under the Note and for the performance of each and every of the covenants and agreements contained in the Documents and herein, the Assignor sells, assigns, transfers, sets over and delivers unto the Bank and agrees to and does hereby grant to the Bank a security interest in and to the following: (a) all of the Assignor's document or contractual rights, written or verbal, now owned or hereafter acquired, to levy and collect assessments for common expenses as described in the Declaration, and all proceeds thereof; (b) all present and future assessments, income, accounts, accounts receivable and the proceeds thereof, except assessments designated as reserve funds; (c) all bank accounts and deposit accounts into which any of the proceeds of the foregoing are deposited; (d) all present and future right, title and interest of the Assignor to claim a lien against each and every unit in the Condominium to secure payment of common expense assessments described in (b) above as permitted and as provided in the Declaration and in Chapter 718, Florida Statutes, as they may now exist or may be amended hereafter from time to time (the "Lien Rights"); and (e) proceeds of all the foregoing (all collectively being referred to herein as the "Assessments"). The security of this Assignment is and shall be primary. The Assignor hereby warrants that there are no contracts, agreements, assignments, pledges, hypothecations or other similar agreements granting a security interest in or to any of the Assessments as of the day and year first above written nor shall there be any in existence on the date of recordation of this Assignment or any other instruments of security. Assignor further warrants that it has not executed nor will it execute at any time during the term of the aforesaid loan any other assignments or instruments encumbering the items described above which might prevent Bank from operating under any of the terms and conditions of this Assignment.

3. **Application of Proceeds.** The Assignor does hereby authorize and empower the Bank to collect and receive the Assessments from the unit owners, and to enforce the Lien Rights, for application toward the reduction of the indebtedness under the Note. The Assignor hereby expressly authorizes and directs any and all persons or entities who now or who may in the future owe Assignor any Assessments, as well as those persons or entities who now or who may in the future hold such Assessments for or on behalf of the Assignor, to pay over and deliver all of such funds to the Bank upon receiving written demand from the Bank. Pursuant to paragraph 15 of this Assignment, it is understood and agreed, however, that no such demand shall be made unless and until there has been either a default in the payment of the Note or a failure by Assignor to carry out the covenants, agreements, and obligations set out in the Documents or this Assignment, but upon demand the unit owners shall pay the Assessments to the Bank without further inquiry. The exercise by the Bank of its right to receive such Assessments shall not prevent the Bank from exercising any of its rights under the Documents, nor any of its other rights under this Assignment, and in addition the Bank shall have and may exercise from time to time any and all rights and remedies of a secured party under the Uniform Commercial Code of the State of Florida and any and all other rights and remedies available to it under any other applicable law, including but not limited to, the right to foreclose this Assignment, and any other instrument of security for the Note in the same proceedings. Until such demand is

made, Assignor is authorized to collect, or continue collecting, such Assessments and enforcing the Lien Rights in accordance with the Declaration.

4. Covenants. Assignor agrees that at its sole expense it: (a) will duly and punctually perform and comply with any and all representations, warranties, covenants, terms and provisions to be performed or complied with by it in the Declaration relating to its ability to levy and collect the Assessments and to enforce the Lien Rights; (b) will not voluntarily terminate, cancel or waive its rights or the obligations of any other party with regard to any of the Assessments or the Lien Rights without the express written consent of the Bank; (c) will maintain all Assessments and Lien Rights in full force and effect; (d) will enforce the Assessments in accordance with their terms and the terms of the Declaration; (e) will appear in and defend any action or proceeding arising under or in any manner connected with any of the Assessments or the Lien Rights or the representations, warranties, covenants and agreements of it or the other party or parties thereof; (f) will furnish the Bank upon demand with executed copies of all documents, notices, correspondence, meeting minutes and other written materials related to the levying or enforcement of the Assessments; (g) use all funds collected to the extent necessary for the purpose of satisfying, reducing the interest, principal and other sums that may be due under the note; and (h) will take all additional action to these ends as from time to time may be requested in writing by the Bank.

5. Application of Assessments. All sums collected and received by Bank as a result of a default under the Note and the subsequent enforcement of this Assignment shall first be applied to the payment of the reasonable costs and expenses of collection thereof. The balance, if any, which shall be known as the "net income", shall be applied first to interest due under the Note and then toward reduction of the principal indebtedness evidenced by the Note, provided, however, that no credit shall be given by Bank for any sum or sums received from Assessments until the amount collected is actually received by Bank, and no credit shall be given for any uncollected amounts or bills.

6. Additional Assessments. In the event the funds assessed by Assignor against its members, as the Assessments are provided for in the operating budgets adopted from time to time by Assignor, are not sufficient to timely tender all of the payments required under the terms and provisions of the Note, then Assignor shall levy such additional Assessments as may be necessary, on an emergency basis, to timely tender all of the payments due pursuant to the terms and provisions of the Note.

7. Future Documents. The Assignor agrees from time to time to execute and deliver all such instruments and to take all such action for the purpose of further effectuating this Assignment and the carrying out of the terms hereof, as may be requested in writing by the Bank.

8. Indemnification. Neither the execution of this Assignment nor any action or inaction on the part of Bank under this Assignment shall release the Assignor from any of its obligations under the Declaration, or constitute an assumption of any such obligations on the part of the Bank, and Assignor shall and does hereby agree to indemnify the Bank for and to hold it harmless of and from any and all claims and demands whatsoever which may be asserted against it by reason of any alleged obligations or undertakings on its part to perform or discharge any of the terms, covenants or agreements contained in the Declaration. Should the Bank incur any such liability, loss or damage under or through the Declaration or under or by reason of this Assignment, or in the defense of any such claims or demands, the amount thereof, including costs, expenses and reasonable attorneys' fees, shall be secured hereby, and Assignor shall reimburse the Bank therefor immediately upon demand. Such attorneys' fees and costs shall include, but not be limited to, fees and costs incurred in any phase of litigation, including, but not limited to, all trials, proceedings and appeals, and all appearances in and connected with any bankruptcy proceedings or creditors' reorganization proceedings. No action or failure to act on the part of Assignor shall adversely affect or limit in any way the rights of Bank under this Assignment or, through this Assignment, under the Assessments or the Lien Rights. Nothing herein contained shall be construed as making the Bank, or its successors and assigns, an assignee in possession, nor shall Bank, or its successors and assigns, be liable for laches, or failure to collect said Assessments, and it is understood that Bank is to account only for such sums as are actually collected.

9. Notice to Unit Owners. The Bank may notify any unit owner of the Condominium of the terms and provisions of this Assignment by mailing a copy of this Assignment to such unit owner, or otherwise. Recordation of this Assignment in the public records of the county in which the Property is located shall constitute notice to any unit owner of the terms and provisions hereof.

10. Non-Waiver. IT IS UNDERSTOOD AND AGREED that neither the existence of this Assignment nor the exercise of its privilege to collect the Assessments hereunder, shall be construed as a waiver by the Bank or its successors and assigns, of the right to enforce payment of the debt hereinabove mentioned, in strict accordance with the terms and provisions of the Note for which this Assignment is given as security.

11. Event of Default: Remedies. A breach of a covenant hereunder and/or in the event of a default under the Note and/or in the event of a default under any of the other Documents shall constitute an event of default hereunder. Assignor with written notice of such default), Bank shall have all remedies available at law and in equity, including the right to require specific performance of the terms, conditions, provisions, covenants and agreements described in this Assignment. In the event of such default, Bank shall have the right to notify each member of Assignor to pay directly to Bank, until the Note shall be paid in full, all Assessments imposed against the members of the Assignor and each member of the Assignor shall be entitled to rely upon such written directions from Bank without the necessity of receiving confirmation from Assignor. In addition, in the event of an uncured default under this Assignment and/or under the Note and/or under any of the other Documents, Bank shall, upon the filing of a bill in equity to enforce the rights of Bank hereunder and to the extent permitted by law and without regard to the value or the adequacy of the security, be entitled to apply for the appointment of a receiver to take financial control of the operation of Assignor. The receiver shall collect all Assessments and other revenues due to Assignor and shall apply the same as the court may direct. The receiver shall have all rights and powers permitted under the laws of the State of Florida. In all events, Assignor shall be liable for all costs and expenses of collection and enforcement hereof, including reasonable court costs and attorneys' fees, whether or not suit is instituted and including all costs and fees of appellate proceedings.

12. Agents and Employees in Collection. Bank may, after occurrence of a default as above provided, from time to time appoint and dismiss such agents or employees, including professionals, as shall be necessary for the collection and enforcement of such Assessments and Assignor hereby grants to such agents or employees so appointed full and irrevocable authority on Assignor's behalf to collect and enforce collection of the Assessments and to do all acts relating to the collection of the Assessments as may be authorized by the Declaration. Bank shall have the sole control of such agents or employees and such agents or employees shall be paid from the proceeds of the Assessments as a cost of collection. Assignor hereby expressly releases Bank from any liability to Assignor for the acts of such agents or employees so long as they exercise reasonable care. Furthermore, the costs and expenses of any agents utilized by Bank shall be borne exclusively by Assignor.

13. Present Assignment. Although it is the intention of the parties that this instrument shall be a present assignment, it is expressly understood and agreed, anything herein contained to the contrary notwithstanding, that the Bank shall not exercise any of the rights or powers herein conferred upon it until a default shall occur under the terms and provisions of this Assignment or of the Note, but upon the occurrence of any such default the Bank shall be entitled, upon notice to the unit owners, to all Assessments and other amounts then due under the Declaration and thereafter accruing, and this Assignment shall constitute a direction to and full authority to the unit owners to pay all such amounts to the Bank without proof of the default relied upon. The unit owners are hereby irrevocably authorized to rely upon and comply with (and shall be fully protected in so doing) any notice or demand by the Bank for the payment to the Bank of any portion of the Assessments or other sums which may be or thereafter become due under the Declaration and shall have no right or duty to inquire as to whether any default under the Note or this Assignment has actually occurred or is then existing.

14. No Amendment of Resolutions, Declaration, Articles of By-Laws. As long as this Assignment remains in effect, Assignor agrees that the Resolutions, including representations as to notice and approval of the Loan hereinbefore identified in the recitals of this Assignment, nor the Assessments nor the lien item in each annual budget adopted by the Assignor may be modified nor any liability released nor any changes made in connection with payment terms or any other changes, amendments or modifications of whatsoever kind, without the prior written consent of Bank. Furthermore, Assignor shall not amend or modify the terms and provisions of the Declaration which would adversely affect the rights of Bank under this Assignment without the consent of Bank (which consent shall not be unreasonably withheld), and Assignor shall not amend or modify the By-Laws or the Articles without the consent of Bank (which consent shall not be unreasonably withheld), if such amendments would adversely affect in any manner the rights of Bank under this Amendment.

15. Continuing Obligation to Update Corporate Officers/Directors/Address. Assignor shall have a continuing, affirmative duty to provide written notification to Bank immediately upon any addition, deletion or other change in any of the officers, directors and/or address of Assignor. Assignor understands that Bank may rely on the most recent information actually received by Bank, which may include information transmitted by facsimile.

16. Notices. Any notice, demand, request or other communication given hereunder or in connection herewith (hereinafter "notices") shall be deemed sufficient if in writing and either hand delivered or sent by registered or certified mail, postage prepaid, return receipt requested, addressed to the party to receive such Notice at such address as each party has provided to the other, or at such other address which the party may hereafter designate by Notice given in like fashion. Notice shall be deemed received when delivered if by hand delivery or three (3) business days after sent postage prepaid, certified mail, return receipt requested. Notwithstanding the foregoing, routine communications such as ordinary distribution checks, copies of documents, etc., may be sent by ordinary first class mail or facsimile.

17. Termination. This Assignment and all of its provisions shall end if and when the Bank shall execute and record a satisfaction of the Documents in the public records of the county in which the Condominium is located; otherwise, the provisions hereof shall remain in full force and effect.

18. Binding Effect. All of the covenants and agreements herein shall bind, and the benefits and advantages shall inure to the benefit of the parties hereto and their respective heirs, legal representatives, grantees, successors and assigns.

19. Terms. The term "unit owners" as used herein shall include any and all persons or entities who shall now be or hereafter become owners of units or homes in the Condominium as defined in the Declaration. The terms "Assignor" and "Bank" shall include the parties and their respective successors and assigns.

20. Headings. The headings of the paragraphs contained in this Assignment are for convenience of reference only and does not form a part hereof and in no way modify, interpret or construe the meaning of the parties hereto.

21. Miscellaneous. This Agreement shall be construed in accordance with the laws of the State of Florida. Time is of the essence of this Agreement. No modification, alteration or amendment to the terms or provisions of this Agreement shall be effective unless the same is in writing, is executed by both parties and is recorded in the public records of the county in which the Condominium is located. No failure by the Bank to insist on full or timely performance of any covenant or obligation of the Assignor hereunder on any occasion shall be construed as a waiver of such covenant or obligation, or the right of the Bank to insist on full or timely performance of such covenant or obligation at a future time. The Assignor may not assign or otherwise encumber, pledge or burden its interest or obligation under this Assignment, nor may the Assignor further pledge, encumber or assign the Assessments or the Lien Rights, without the prior expressed written consent of the Bank.

[Signatures Appear on Immediately Following Page]

IN WITNESS WHEREOF, the Assignor has executed and delivered this instrument under seal the day and year first above written.

WITNESSES

[Signature]
Signature of Witness

Wendy B. Greenhouse
Print or type Name of Witness

Casablanca Community Association, Inc.
a non-profit Florida corporation

By: [Signature]
Herman Ford, President

[Signature]
Signature of Witness

Bonnie McNelly
Print or type Name of Witness

By: [Signature]
Linda Morganstein, Treasurer

Assignment of Assessment and Lien Rights

STATE OF FLORIDA

COUNTY OF Pinellas

The foregoing instrument was acknowledged before me this 2nd day of May, 2007, by Herman Ford, as President of Casablanca Community Association, Inc., a non-profit Florida corporation, on behalf of the corporation.

Personally known
 Florida Driver's License
 Other Identification Produced


[Signature]
Notary Public
Paula Meng
Print or type name of Notary

(SEAL) 

The foregoing instrument was acknowledged before me this 2nd day of May, 2007, by Linda Morganstein, as Treasurer of Casablanca Community Association, Inc., a non-profit Florida corporation, on behalf of the corporation.

Personally known
 Florida Driver's License
 Other Identification Produced

[Signature]
Notary Public
Paula Meng
Print or type name of Notary

(SEAL) 

Prepared by/Return to;
Nicholas F. Lang, Esq.
Lang & Raffa, P.A.
P.O. Box 7990
St. Petersburg, FL 33734
File No. 8859

**CERTIFICATE OF
CASABLANCA COMMUNITY ASSOCIATION, INC.
AS TO VOTE OF MEMBERS TO OPT OUT
OF FIRE SPRINKLER RETROFITTING**

WHEREAS, CASABLANCA COMMUNITY ASSOCIATION, INC. (the "Association"), is the entity responsible for the operation of Casablanca Condominiums, a Condominium (the "Condominium"), and the Condominium buildings located at 1951, 1960, 1981, 2025, 2040, 2075, 2117 and 2132 Lakewood Club Drive South, St. Petersburg, Florida 33712, pursuant to the Declaration of Condominium thereof recorded in Official Records Book 4453, page 1410, of the Public Records of Pinellas County, Florida; and

WHEREAS, subsection 718.112(2)(1), Florida Statutes, authorizes the members of a residential condominium association to vote to forego (opt out of) retrofitting of the common elements, association property, or units with a fire sprinkler system in a building that has been certified for occupancy by the applicable governmental entity, by the affirmative vote of a majority of all voting interests of the condominium; and

WHEREAS, this Certificate must be recorded in the Public Records of Pinellas County, Florida, as required by the aforementioned statute, to attest that a majority of the members of the Association properly voted to opt out of fire sprinkler retrofitting;

NOW, THEREFORE, the undersigned certifies as follows:

1. On or about December 16, 2016, by written consent without a membership meeting, members representing in excess of a majority of the voting interests in the Condominium (64 of 104 units) voted to opt out of fire sprinkler retrofitting of the Condominium buildings, in accordance with subsection 718.112(2)(1), Florida Statutes.

2. This Certificate shall be recorded in the Public Records of Pinellas County, Florida, and the membership vote and recording of this Certificate shall be reported to the Division of Florida Condominiums, Timeshares and Mobile Homes of the Department of Business and Professional Regulation.

IN WITNESS WHEREOF, TIFFANIE E. LARREA, as President of CASABLANCA COMMUNITY ASSOCIATION, INC., has signed this Certificate on the date set forth below.

Signed in the Presence of
Two (2) Witnesses:

CASABLANCA COMMUNITY
ASSOCIATION, INC.

Witness Sign: [Signature]
Print Name: Nichole F Long

By: [Signature]
Tiffanie E. Larrea,
as President
2117 Lakewood Club Drive
South, #7A
St. Petersburg, FL 33712

Witness Sign: [Signature]
Print Name: Kathleen Casey Swyryd

STATE OF FLORIDA)
COUNTY OF PINELLAS)

The foregoing Certificate was sworn to and subscribed before me this 28th day of December, 2016, by TIFFANIE E. LARREA, as President of CASABLANCA COMMUNITY ASSOCIATION, INC., a Florida corporation not for profit. She is personally known to me or produced Florida Dr. License as identification and did take an oath.



[Signature]
Notary Name: Kathleen Casey Swyryd
Notary Public
My Commission Expires: 8/09/2019