

Paradise Pines RV Park

Declaration of Condominium



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DECLARATION OF CONDOMINIUM
OF
PARADISE PINES RV PARK, A CONDOMINIUM

THIS DECLARATION OF CONDOMINIUM is made as of the 6th day of August, 2004, (the "Declaration") by Paradise Lakes, Inc., a Florida corporation, having a mailing address of 2001 Brinson Road, Lutz, Florida 33558 (the "Developer"), for and on behalf of the Developer, its successor, assigns and grantees.

The Developer, being the owner of fee simple title of record to those certain lands located and situate in Pasco County, Florida, being more particularly described in Exhibit "A" attached hereto, does hereby submit only the lands and improvements thereon designated on Exhibit "A" to condominium ownership pursuant to the provisions of Chapter 718, of the Florida Statutes, hereinafter referred to as the "Condominium Act", as amended from time to time.

1. NAME

The name by which this condominium is to be identified is:

PARADISE PINES RV PARK, A CONDOMINIUM.

1.1 Each Unit's percentage ownership in the Common Elements shall be equal to all other Units. Each Unit shall own a percentage ownership in the Common Elements, Common Surpluses and obligation for Common Expenses, represented by a fraction, the numerator of which shall be one (1) and the denominator of which shall be the total number of Units declared to Condominium ownership in the Condominium, as set forth on Exhibit "B" attached hereto.

1.2 Each Unit is entitled to one (1) vote in the Association. The ownership in the Association attributable to each Unit would be that Unit's percentage ownership, as set forth in paragraph 1.1.

1.3 Time share estates shall not be a part of this Condominium.

2. DEFINITIONS

The terms used in this Declaration and in its exhibits, including the Articles of Incorporation and Bylaws of the Association, shall be defined in accordance with the provisions of the Condominium Act, and as follows unless the context otherwise requires:

2.1 All other definitions except as set forth herein shall be determined by the definitions set forth in Florida Statute 718.103 as written as of the date of recording of this Declaration.

2.2 Assessment means a share of the funds, which are required for the payment of common expenses, which from time to time is assessed against the Unit Owner.

Plat Recorded In Condo Plat Book 6, Pages 73 to 77

2.3 Association means PARADISE PINES RV PARK CONDOMINIUM ASSOCIATION, INC., a corporation not for profit and its successors and as further defined in Florida Statute §718.103(2).

2.4 Association Property means that property, real and personal, which is owned or leased by, or is dedicated by a recorded plat to the Association for the use and benefit of its members.

2.5 Board of Administration or "Board" means the Board of Directors or other representative body which is responsible for administration of the Association.

2.6 By-Laws means the By-Laws of the Association as they are amended from time to time.

2.7 Committee means a group of Board members, Unit Owners, or Board members and Unit Owners appointed by the Board or a member of the Board to make recommendations to the Board regarding the proposed annual budget or take action on behalf of the Board.

2.8 Common Elements shall include:

(a) All of those items stated in the Condominium Act at Florida Statute §718.108.

(b) All Condominium Property not included in the Units, including but not limited to the recreational facilities, mitigation areas, and surface water management system.

2.9 Common Expenses shall 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 Common Elements, Limited Common Elements, and of the portions of Units to be maintained by the Association.

(c) The costs of carrying out the powers and duties of the Association.

(d) Expenses declared Common Expenses by the provisions of this Declaration or by the Bylaws of the Association or the Condominium Act, or by Florida Statute.

(e) Any valid charge against the Condominium Property as a whole.

(f) Rentals, membership fees, operations, replacements, and other expenses of lands or possessory interests in lands purchased by the Association pursuant to Florida Statute 718.111 and Florida Statute 718.114, 2002.

(g) Association costs and charges incurred in the operation, maintenance and repair of the surface water or stormwater management system, if any, as permitted by the Southwest Florida Water Management District, including but not limited to lakes, retention areas, water management areas, ditches, canals, culverts, drainage structures, drainage easements and related appurtenances, and including maintenance of the mitigation areas.

(h) Costs and expenses for the operation, maintenance and repair of the Easement for Ingress, Egress and Utilities per Exhibit "F", attached hereto.

2.10 Common Surplus means the excess of all receipts of the Association collected on behalf of a Condominium (including, but not limited to, assessments, rents, profits, and revenues on account of the common elements) over the common expenses.

2.11 Condominium Parcel is a Unit, together with the undivided share in the common elements which is appurtenant to the Unit.

2.12 Condominium Property means the lands, leaseholds, easements and personal property that are subjected to Condominium ownership, whether or not contiguous, and all improvements thereon and all easements and rights appurtenant thereto intended for use in connection with the condominium.

2.13 Developer means a person who creates a condominium or offers condominium parcels for sale or lease in the ordinary course of business, but does not include an owner or lessee of a Condominium Unit who has acquired a Unit for occupancy.

2.14 Institutional Mortgagee means a bank, life insurance company, savings and loan association, savings bank, real estate investment trust, and the Federal National Mortgage Association or Federal Home Loan Mortgage Corporation, or any such affiliate who shall have a first mortgage on the Condominium Parcel.

2.15 Limited Common Elements means and includes those Common Elements, which are reserved for the use of a certain Unit or Units to the exclusion of other Units, as specified herein.

2.16 Operation or operation of the Condominium means and includes the administration and management of the Condominium Property.

2.17 Recreational Vehicle means a travel trailer, motor home pickup coach/truck camper, camping trailer or park trailer as defined by the Pasco County Code. The term does not include a boat, boat trailer or noncommercial utility trailer.

2.18 Special Assessment means any assessment levied against Unit Owners other than the assessment required by a budget adopted annually.

2.19 Surface Water or Stormwater Management System means a system which is designed and constructed or implemented to control discharges which are necessitated by rainfall events, incorporating methods to collect, convey, store, absorb, inhibit, treat, use or reuse water to prevent or reduce flooding, overdrainage, environmental degradation, and water pollution or otherwise affect the quantity and quality of discharges.

2.20 Unit means a part of the Condominium Property, which is subject to exclusive ownership.

2.21 Unit Owner or Owner of a Unit means the owner of a Condominium Parcel.

2.22 Utility Services shall include but not be limited to electric power, gas, water, garbage and trash disposal, and sewers, together with all other public service and convenience facilities. Each Unit Owner shall be responsible for the payment of its telephone, electric power, gas and cable services. All other utilities shall be the responsibility of the Association, and shall be a Common Expense.

2.23 Voting Certificate means a document which designates one of the record title owners, or the corporate, partnership, or entity representative, who is authorized to vote on behalf of a Condominium Unit that is owned by more than one owner or by any entity.

2.24 Voting Interest means the voting rights distributed to the Association members pursuant to Florida Statute 718.104(4)(i).

3. EXHIBITS

Exhibits attached to this Declaration of Condominium shall include the following:

3.1 Exhibit "A" - The legal description of the land owned by the Developer and submitted to the Condominium form of ownership and a Survey of the land showing all existing easements and a graphic description of the improvements in which Units are located and a plot plan thereof which together with the Declaration are in sufficient detail to identify the Common Elements and each Unit and their relative locations and approximate dimensions, and identification of each Unit by number so that no Unit bears the same designation as any other Unit.

3.2 Exhibit "B" - The percentage ownership schedule of the Common Elements and Common Surplus and Obligation for Common Expenses.

3.3 Exhibit "C" - The Articles of Incorporation of the Association.

3.4 Exhibit "D" - The Bylaws of the Association.

3.5 Exhibit "E" - The Consent and Joinder of the Mortgagee

3.6 Exhibit "F" - Easement for Ingress, Egress and Utilities

4. EASEMENTS AND RESERVATIONS

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

4.1 Utilities. Easements are reserved through the Condominium Property as may be required for utility service (including but not limited to cable TV) in order to serve the specific Condominium Property and Condominium Parcel, however, such easements shall be only as may be granted or reserved in this Declaration or in accordance with the survey and plot plan as are attached to this Declaration, unless approved in writing by the Board of Administration and the affected Unit Owners.

4.2 Traffic. A non-exclusive easement shall exist for pedestrian traffic over, through and across sidewalks, paths, walks, roadways 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 and or otherwise intended for purposes of ingress, egress and access to the public ways and for such other purposes as are commensurate with need, and such easement or easements shall be for the use and benefit of the Unit Owners of the Condominium Property, and those claiming by, through or under the aforesaid Unit Owners; 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.

4.3 Easements and Reservations for Developer for Ingress, Egress and Utilities. There is reserved in the Developer, its successors and assigns, the right to create utility easements and to install utilities and to use same over and across the land declared to Condominium ownership hereunder for the benefit of the Developer, its successors and assigns for so long as the Developer owns a unit which is offered for sale in the ordinary course of business in the condominium. Such right to create utility easements and install and use utilities shall not encumber or encroach upon any Unit or impair the exclusive use and ownership of any Unit and shall only be instituted for the purpose of supply utilities to a Unit or the common elements. Such use of the lands for utilities shall be established as five feet (5') on either side of the actual installed improvement. In addition, the Board of Administration by a vote of a majority of all of the Directors shall have the power and authority to move, grant, terminate or convey easements to appropriate authorities, entities or persons, public or private, for such utilities. There is reserved in the Developer the right of ingress and egress over all of the Condominium Property and any Unit to complete the construction, marketing and sale of units for so long as the Developer owns a unit in the condominium that is offered for sale in the ordinary course of business..

4.4 Reservation in the Developer to Use Facilities for Sale, Marketing, and Advertising of Units. It is contemplated that the Developer will market all Units. There is hereby reserved in the Developer, its successors and assigns, the right to use the Units and all common areas for the marketing, sale, and advertising of all Units to be marketed. This reservation is made notwithstanding the use restrictions set forth in Section 12, and such reservation is intended insofar as the Developer, its successors and assigns, to be superior to such use restriction in Section 12. Such reservation shall continue for so long as the Developer, its successors and assigns, shall own Units held for sale to the public.

4.5 Easement through Units. The Association and adjoining Unit Owners shall have easements in and through all Units as necessary for the installation, maintenance and repair of pipes, wires and other conduits within said Units, as required to provide utilities services to Units in the Condominium. Any damage to a Unit in gaining access to any such conduit shall be repaired by the person or entity responsible for repairing the conduit in question. Provided, that the easements shall not encroach upon any improvements that are dwellings within the Unit, and such easement shall not include the right to enter any dwelling located within the Unit.

4.6 Permits, Licenses and Easements over Common Elements. The Association shall have the right to grant permits, licenses and easements over the Common Elements for utilities, roads and other purposes necessary for the operation of the Condominium.

4.7 Easement for Access and Drainage over the Surface Water or Stormwater Management System. The Association shall have a perpetual non-exclusive easement over all areas of the Surface Water Management System, if any, for access to operate, maintain or repair the system. By this easement, the Association shall have the right to enter upon any portion of the Condominium Property which is a part of the Surface Water Management System, at a reasonable time and in a reasonable manner, to operate, maintain or repair the Surface Water Management System as required by the Southwest Florida Water Management District permit, if any. Additionally, the Association shall have a perpetual non-exclusive easement for drainage over the entire Surface Water Management System. No person shall alter the drainage flow of the Surface Water Management System, including buffer areas or swales, without the prior written approval of the Southwest Florida Water Management District.

4.8 Easement for Ingress, Egress and Utilities. The Developer has granted to the Association and its members, as an appurtenance to the member's Unit an easement for ingress, egress and utilities as is set forth on Exhibit "F".

5. UNIT BOUNDARIES

This is a land condominium. Each Unit shall consist of the area or space having the exterior or parametrical boundaries described in said Exhibit "A", extended upward to infinity, and having as its lower horizontal boundary a plane co-existent with the unimproved surface of the land within said boundaries. Any improvements installed on that portion of the land's surface forming the lower horizontal boundary of a Unit is included within said Unit. Such improvements include sod; ground covering or other typical ground covers that is permeable, concrete, asphalt or such other ground covering.

Each Unit shall be identified by the use of a letter, number, or any combination thereof, all of which are graphically described in Exhibit "A" attached hereto and made a part hereof.

6. APPURTENANCES TO UNITS

6.1 The Owner of each Unit shall own an undivided share and interest in the Condominium Property, which shall include an undivided share in the Common Elements and Common Surplus, the exclusive right to use the portion of the Common Elements as provided herein, the easements herein provided, and the right of exclusive use of his Unit subject to the rights of the Association, which his Unit is a part, which share and interest shall be appurtenant to the Unit, said undivided interest in the Condominium Property and the Common Elements and Common Surplus being as designated and set forth in Exhibit "B" attached hereto and made a part hereof.

6.2 Limited Common Elements

(a) Vehicle Parking. Parking of motor vehicles of any kind outside of the Unit is prohibited. Each Unit shall have space for one motor vehicle and all motor vehicles must be parked within the designated parking space.

6.3 Air Space. An easement for the use of the air space appurtenant to a Unit as it exists at any particular time and as the Unit may lawfully be altered from time to time.

7. MAINTENANCE, ALTERATION AND IMPROVEMENT

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:

(1) All Common Elements and Limited Common Elements, except as provided in paragraph (b)(1).

(2) All conduits, ducts, plumbing, wiring, and other facilities for the furnishing of utility services to the boundary of the Unit.

(3) All incidental damage caused to a Unit by reason of maintenance, repair and replacement accomplished pursuant to the provisions of 7.1(a) (1) and (2) above.

(4) Surface Water or Stormwater Management System, including but not limited to work within retention areas, drainage structures and drainage easements. Maintenance of the Surface Water or Stormwater Management System(s) shall mean the exercise of practices which allow the systems to provide drainage, water storage, conveyance or other surface water or stormwater management capabilities as permitted by the Southwest Florida Water Management District. Any repair or reconstruction of the Surface Water or Stormwater Management System shall be as permitted or, if modified, as approved by the Southwest Florida Water Management District.

(b) By The Unit Owner. The responsibility of the Unit Owner for maintenance, repair and replacement shall be as follows:

(1) To maintain, repair and replace at the Unit Owner's expense all portions of the Unit, including but not limited to, all improvements located within the Units.

(2) A Unit Owner shall only place and maintain within the Unit a single family dwelling consisting of Recreational Vehicle as defined in this Declaration, consistent with the zoning regulations of Pasco County, Florida.

(3) To promptly report to the Association any defect or need for repairs for which the Association is responsible.

7.2 Improvements within the Unit may contain Recreational Vehicles as that term is defined in this Declaration of Condominium together with ancillary improvements permitted by Pasco County codes. Provided, however in the event of a sale of a park trailer and the park trailer is more than fifteen (15) years old, then such park trailer must be removed from the Unit and be replaced by a park trailer that is not older than five (5) years as of the date of its installation. The Unit Owner shall at all times maintain the Unit and all of its improvements located within the Unit, and landscaping in a neat, clean and presentable condition. In the event the Unit Owner fails or refuses to maintain the Unit, improvements located within the Unit and its landscaping in such a manner, then the Association, after thirty (30) days written notice to the Unit Owner of the violation, may fine the owner of the Unit in accordance with the bylaws. Sheds are permitted provided they are maintained a clean and aesthetic manner and placed in accordance with the codes of Pasco County. Any other enclosure or free standing type enclosures shall require the approval of the Board of Directors and shall otherwise meet the codes of Pasco County, Florida.

7.3 Exterior Decor. All exterior décor of improvements located within a Unit must have an appearance, which is aesthetically pleasing.

7.4 Short Term Rentals. For purposes of the Codes of Pasco County, Florida Short Term Rental shall be permitted within the Condominium Property and any and all Unit Owners shall be permitted to lease the Unit for any duration of time subject to sections 12 and 13 of this declaration. Following the conveyance of the first Unit from the Developer to a Unit Owner, the Developer shall record in the Public Records of Pasco County, Florida a Notice of Short Term Rentals, which shall state that Short Term Rentals are permitted within the Condominium Property, and shall thereafter be posted in a conspicuous place on the Condominium Property. Provided, however, a Unit shall have no more than one single family dwelling, which dwelling shall not be divided, partitioned or otherwise configured to accommodate more than one family. Sub leasing, or use of portions of the dwelling, or the Unit, for tenants or other persons, not the immediate family or short term guests shall be prohibited.

8. ASSESSMENTS AND COMMON EXPENSES

8.1 Common Expenses. Each Unit Owner shall be liable for the share of the Common Expenses in the same percentage as is shown on Exhibit "B".

8.2 Assessments. The making and collection of Assessments or charges as provided in paragraph 8 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 of the Association, subject to the following provisions:

(a) Interest and Late Charge: Application of Payments. Assessments and installments on such assessments paid on or before five (5) days after the date when due, shall not bear interest, but all sums not paid on or before five (5) days after the date when due shall bear interest at the rate of eighteen (18%) percent per annum from the date when due until paid and there shall also be assessed as an Administrative late fee not to exceed the greater of 5% of each installment of the assessment for each delinquent installment that the payment is late or \$25.00. All payments on accounts shall be first applied to interest accrued by the Association, then to any Administrative late fee, then to costs and attorney's fees, and then to the delinquent assessment payment first due.

(b) Lien For Assessments. The Association shall have a continuing lien against each Condominium Parcel, relating back to the date of the recording of this Declaration of Condominium, for any unpaid assessments, including interest, reasonable costs and reasonable attorney's fees incurred by the Association incident to the collection process of such assessment or enforcement of such lien, whether or not legal proceedings are initiated. The said liens may be recorded among the Public Records of the County where located by filing a claim therein which states the description of the Condominium

Parcel, the name of the record owner, the name and the address of the Association, the amount due and the due dates, and said lien shall continue in effect until all sums secured by the lien shall have been paid or one (1) year from the recording of said lien, whichever shall first occur, unless within the one (1) year period an action to enforce the lien is commenced in a court of competent jurisdiction. Such claims of lien shall be executed and acknowledged by an officer of the Association, or by an authorized agent of the Association. Such liens may be foreclosed in accordance with Florida Statutes §718.116. Upon full payment, the party making payment shall be entitled to a recordable satisfaction of lien. A Unit Owner, regardless of how title has been acquired, including a purchaser at a judicial sale, is liable for all assessments which come due while he is the Unit Owner. The grantee is jointly and severally liable with the grantor for all unpaid assessments against the grantor for his share of the common expenses up to the time of transfer of title, without prejudice to any right the grantee may have to recover from the grantor the amounts paid by the grantee. A first mortgagee who acquires title to the Unit by foreclosure or by deed in lieu of foreclosure is liable for the unpaid assessments in accordance with Florida Statutes §718.116 as Amended.

8.3 Collection. Assessments shall be due and payable upon conveyance of the first Unit from the Developer to its purchaser. The Association shall have the power and authority to charge and assess all fees, charges and assessments allowed by this Declaration, Florida law, the Articles or Bylaws from Unit Owners and shall have the power to collect all unpaid assessments and shall be entitled to use such remedies for collection as are allowed by this Declaration, Articles, Bylaws and the laws of the State of Florida.

8.4 Lien for Easements. The obligation for the care, replacement, maintenance and repair of any easement which is a part of the Condominium Property or appurtenant to the Condominium Property shall be a Common Expense shared by the Unit Owners in the same proportion as a Common Expense for which there shall be a lien established in accordance with paragraph 8.2(a) and (b) herein.

9. ASSOCIATION

The operation of the Condominium shall be by the Association, which shall fulfill its functions pursuant to the following provisions:

9.1 Membership and Voting Rights in Association. Membership of each Unit Owner in the Association is mandatory and 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 in the same proportion as the liability of each such Owner for common expenses. Each Unit shall be entitled to one vote in the Association.

9.2 Articles of Incorporation. A copy of the Articles of Incorporation of the Association, which sets forth its powers and duties, is attached as Exhibit "C" and made a part hereof.

9.3 Bylaws. A copy of the Bylaws of the Association is attached as Exhibit "D" and made a part hereof.

9.4 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.

9.5 Association Name. The Association shall be named as provided in Paragraph 2.3 herein and shall be a corporation not for profit.

9.6 Purchase or Lease of Properties. The Association shall have the power and authority to purchase real estate, leaseholds or possessory interest therein, including memberships pursuant to Florida Statute §718.111 and §718.114.

9.7 Association's Access to Units and the Dwelling Unit. The Association has the irrevocable right of access to each unit during reasonable hours, when necessary for the maintenance, repair, or replacement of any common elements or of any portion of a unit to be maintained by the association pursuant to the declaration or as necessary to prevent damage to the common elements or to a unit or units.

9.8 Right of Action. The Association and any aggrieved Unit Owner has the right of action against Unit Owners who fail to comply with the provisions of the Condominium's documents or the decisions made by the Association.

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 insured. All insurance policies upon the Condominium Property, except the insurances covering the Unit Owners improvements and personal 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 mortgagees. Provisions shall be made for the issuance of the mortgagee endorsements and memoranda of insurance to the mortgagees of Unit Owners. Such policies shall provide that payments by the insurer for losses shall be made to the Association or the insurance Trustee designated below, and all policies and their endorsements shall be deposited with the Association or the insurance trustee as set forth herein.

10.2 Personal Property of Unit Owner. Unit Owners must obtain coverage at their own expense upon their personal property and all improvements within their Unit not covered by the Association and for their personal liability and living expense and such insurance shall not be the responsibility of the Association. Unit Owners, on request of the Association, shall deliver evidence of insurance as required by this article.

10.3 Coverage

(a) Casualty. All buildings and improvements owned or dedicated to the Association and located upon the Condominium Property 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 of the Association. Coverage shall afford protection against:

(1) Loss or damage by fire and other hazards covered by a standard extended 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 buildings on the land, including but not limited to vandalism and malicious mischief.

(b) Public Liability in such amounts and with such coverage as shall be required by the Board of Directors of the Association, including but not limited to hired vehicles, owned, and non-owned vehicle coverage, 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) Flood Insurance, where required by federal or other regulatory authority.

(e) Liability Insurance or fidelity bonding for its officers and directors or persons who are in control or disburse funds of the Association.

(f) Such other insurance that Board of Directors of the Association shall determine from time to time to be desirable.

10.4 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, and shall provide that all proceeds covering property losses shall be paid to the Association or a named Insurance Trustee (hereinafter referred to as the Insurance Trustee), as Trustee, or to such Trustee in Florida with Trust Powers as may be designated as Insurance Trustee from time to time by the Board of Directors of the Association when required by this Declaration. The selection of the Insurance Trustee is subject to the approval of the institutional mortgagee 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 to collect any insurance proceeds. The duty of the Insurance Trustee 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) Proceeds on account of damage to Common Elements and Limited Common Elements: An undivided share for each Unit Owner, such share being the same as the undivided share in the Common Elements and Limited Common Elements appurtenant to the Unit as set forth on Exhibit "B" attached hereto.

(b) Units. Because this is a land condominium and the Association has no responsibility for any improvements above the surface of the ground and located within a Unit, the Association shall not be required to insure any vertical improvements or other improvements located within the Unit, and such responsibility for insuring such improvements shall be solely the Unit Owner.

(c) Mortgagees. 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.

(2) Insurance proceeds are insufficient to restore or repair the building to the condition existing prior to the loss and additional monies are not available for such purpose.

(d) Insurance Trustee. An insurance trustee need not be appointed until there exists a major damage as defined at paragraph 11.1(b)(2) and 11.6(b)(2) or until there shall have been a request by a first mortgagee for such appointment.

10.6 Distribution of proceeds. Proceeds of insurance policies received by the Insurance Trustee shall be distributed to or for the benefit of the beneficial Owners in the following manner:

(a) 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, and may be enforced by, the mortgagee of a Unit.

(d) In making distribution 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. 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.

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 and Limited Common Elements. If the damaged improvement is a Common Element and/or Limited 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 a building, and if the Units to which sixty (60%) percent of the Common Elements are appurtenant are found by the Board of Directors of the Association to be tenantable, 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 a building, and if Units to which sixty (60%) percent of the Common Elements are appurtenant are found by the Board of Directors to be not tenantable, then the damaged property will not be reconstructed or repaired, and the Condominium will be terminated without agreement, unless within one hundred sixty (160) days after the casualty, the Owners of eighty (80%) percent of the Common Elements 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 by its Secretary 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, or in lieu thereof, according to the plans and specifications approved by the Board of Directors of the Association, and if the damaged

property is in a building and reconstruction is not substantially in accordance with the original plans and specifications, then, approval by the Owners of not less than eighty (80%) percent of the Common Elements, including the Owners of all damaged Units, together with the approval of the institutional mortgagees holding first mortgages upon all damaged Units, shall be required which approval shall not be unreasonably withheld.

11.3 Responsibility. If the damage is only to those parts of a Unit for which the responsibility of maintenance and repair is that of the Unit Owner, then the 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. In the event a Unit Owner fails or refuses to repair or replace the improvements and such repair or replacement has not been completed or commenced within one hundred twenty (120) day of the casualty, then the Association shall have the right to remove all such damaged improvements from the Unit, store any and all other property of the Unit Owner and assess the Unit Owner and the Unit for the costs thereof in accordance with paragraph 8 herein.

11.4 Estimates of cost. 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. If it is determined that reconstruction and repair should occur and 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 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 on account of damage to Common Elements shall be in proportion to the Unit Owner's obligation for Common Expenses.

11.6 Construction funds. The funds for payment of costs of reconstruction and repair after casualty, which shall consist of proceeds of insurance held by the Association or 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:

(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 \$500,000.00, 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 - Lesser damage. If the amount of the estimated costs of reconstruction and repair that is the responsibility of the Association is less than \$500,000.00, then the construction fund shall be disbursed in payment of such costs upon the order of the Board of Directors of the Association, 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 \$500,000.00, then the construction fund shall be disbursed in payment of such costs in the manner required by the Board of Directors of the Association.

(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 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 may agree.

(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 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 the disbursements in payment of costs of reconstruction and repair.

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 Units. This is a Recreational Vehicle Condominium, and therefore, each of the Units shall be occupied only with dwelling units that are Recreational Vehicles as defined by this Declaration of Condominium and occupied by no more than six (6) persons at any one time. No Unit may be divided or subdivided into a smaller Unit. Improvements within the Unit may contain only Recreational Vehicles as defined in this Declaration of Condominium, together with ancillary improvements permitted by Pasco County codes. Provided, however in the event of a sale of the park trailer and the park trailer is more than fifteen (15) years old, then such park trailer must be removed from the Unit and be replaced by a park trailer that is not older than five (5) years as of the date of its installation.

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

12.3 Nuisances. No nuisance shall be allowed upon the Condominium Property or within a Unit, nor any use or practice that is the source of annoyance to residents or which interferes with the peaceful possession and proper use of the property by its residents. All parts of the Condominium Property shall be kept in a clean and sanitary condition, and no rubbish, refuse or garbage allowed to accumulate nor any fire hazard allowed to exist. No Unit Owner shall permit any use of his Unit or make any use of the Common Elements that will increase the cost of insurance upon the Condominium Property.

12.4 Lawful Use. No immoral, improper, offensive or unlawful use shall be made of the Condominium Property or a Unit, and all valid laws, zoning ordinances and regulations of all governmental

bodies having jurisdiction shall be observed. The responsibility of meeting the requirements of governmental bodies for maintenance, modification or repair of the Condominium Property or a Unit shall be the same as the responsibility for the maintenance and repair of the property concerned. No shed or accessory building may be used for housing or shelter purposes, either temporary or permanent.

12.5 Leasing of Units. Units may be rented in accordance with this paragraph and section 13, provided the occupancy is only by the lessee, his family and guests. In the event a lease is for a period of more than six (6) months duration, or the lease is extended such that it results in a term of more than six (6) consecutive months, then Board Approval shall be required. The lease of any Unit shall not release or discharge the Owner from compliance with any of the Owner's obligations and duties as a Unit Owner. Any lease shall be in writing and provide that all of the provisions of this Declaration, and Bylaws, and the Rules and Regulations of the Association pertaining to use and occupancy shall be applicable and enforceable against any person occupying a Unit to the same extent as against a Unit Owner, and a covenant shall exist upon the part of each such tenant or occupant to abide by the Rules and Regulations of the Association, the terms and provisions of the Declaration of Condominium and Bylaws, and designating the Association as the Unit Owner's agent for the purpose of and with the authority to terminate any such lease agreement in the event of violations by the tenant of such covenant, which covenant shall be an essential element of any such lease or tenancy agreement.

12.6 Signs and Flags. No signs, including, but not limited to, for sale or for rent signs shall be displayed from a Unit or from the Condominium Property except those signs as shall have advance written approval by the Association. The Association shall establish reasonable uniform rules for the size, demeanor and use of such signs. Flags may only be displayed as permitted by the Condominium Act, and in accordance with the rules and regulations established by the Board of Directors.

12.7 Prohibited Vehicles. All vehicles within the condominium property must be in operational and working order, and contain current motor vehicle registrations properly displayed on the motor vehicle. Motor vehicles shall not be stored in the unit for a period of longer than six (6) months without the express written consent of the Board of Directors. When stored the motor vehicle must be covered by a gray or white car cover securely fastened to the motor vehicle.

12.8 Regulations. Reasonable Rules and Regulations concerning the use and operation of Condominium Property may be made and amended from time to time by the Board of Directors in the manner provided by its Articles of incorporation and Bylaws. Copies of such Rules and Regulations and amendments shall be furnished by the Association to all Unit Owners and residents of the Condominium.

12.9 Proviso. Until the Developer has completed all of the contemplated improvements and closed the sale of all of the Units of the Condominium, neither the Unit Owners nor the Association, nor the use of the Condominium Property shall interfere with the completion of the contemplated improvements and the sale of the Units. Developer may make such use of the unsold Units, and Common Elements, as may facilitate such completion and sale, including, but not limited to, maintenance of a sales office, showing of the property, and the display of signs.

12.10 Children. Children shall be allowed.

12.11 Pets. Pets shall be allowed on the Condominium Property and on the Units. The number of pets shall be limited to two. The Board of Directors may create reasonable rules and regulations governing pets. Pit Bull, Doberman and Rottweiler dogs are prohibited.

12.12 Use of Property. No articles shall be hung or shaken from the doors, porches or in the yards or other open areas in the Unit. Porches or yards or other open areas in the Unit are not to be used for storage. All storage must be in an enclosed building.

12.13 Refuse. All refuse shall be disposed of with care and in containers intended for such purpose. All trash must be contained in plastic trash bags and secured and placed in trash containers.

12.14 Nudism. ALL UNIT OWNERS, THEIR GUESTS AND OCCUPANTS AND THEIR GUESTS, INCLUDING TENANTS AND THEIR GUESTS, shall be required to practice social nudism while on the condominium property and shall at all times behave in a manner consistent with the principles of social nudism, including respecting the right of privacy of other occupants of the condominium and development. At the same time, it is the desire of the Association to make the introduction to social nudism for newcomers comfortable and with a minimum amount of stress as they begin to participate in the social nudist lifestyle. To that end a degree of reasonableness is suggested on the part of all concerned while remaining true to the intent of the Condominium Document philosophy. All Owners must be members of AANR (American Association of Nude Recreation) or other recognized nudist organization, and practice social nudism. This regulation cannot be changed except by a vote of eighty (80%) of the voting membership of the Association.

12.15 Photography. No photographing is permitted on the condominium property unless specific permission is granted by all possible subjects and the Association property manager or a member of the Association Board of Directors and either the Association manager or a member of the Board must accompany the photographer at all times. Remember, the photographing of minors may be illegal and is strongly discouraged.

In addition to these specific rules and regulations, the Board of Directors may establish reasonable rules and regulations on its own motion and vote, which will govern the use, maintenance, and operation of the Common Elements. Such rules and regulations shall be reasonable and shall be consistent with the maintenance of a high standard and quality use and maintenance of the Common Elements. Such rules and regulations made by the Board of Directors may, in addition to new rules and regulations, clarify these existing rules and regulations. The rules and regulations recited herein may not be amended except by an appropriate vote of the membership.

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 and leasing of Units by an Owner other than the Developer shall be subject to the following provisions as long as the Condominium exists upon the land:

13.1 Leases subject to approval. No Unit Owner may lease its Unit without the written consent of the Association except as hereinafter provided.

(a) Approval by Association. When a lease term is in excess of six (6) months or is extended such that the term is in excess of six (6) months the written approval of the Association that is required for the leasing of a Unit shall be obtained in the following manner:

(1) Notice to Association. A Unit Owner intending to make a bona fide lease of his Unit or any interest therein shall give to the Association notice of such intention, together with the name and address of the intended lessee, such other information concerning the intended lessee as the Association may reasonably require and an executed copy of the proposed lease.

(2) Certificate of Approval. Within fifteen (15) 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. The Association shall have the right to use as grounds for disapproval of any lease the fact that the Unit Owner is currently delinquent in the payment of an assessment at the time the approval is sought. If no action is taken within fifteen (15) days by the Association, the lease is deemed approved.

(3) Screening Fees. The Association shall require the deposit of a reasonable screening fee simultaneously with the giving of notice of intention to lease or re-sale for the purpose of defraying the Association's expenses and providing for the time involved in determining

whether to approve or disapprove the lease, said screening fee shall be a reasonable fee to be set from time to time by the Association, which shall not exceed the maximum fee allowed by law.

(4) Unauthorized Leases. Any lease 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.

(5) Whenever in this section an approval is required of the Association in connection with the leasing 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 leasing within ninety (90) days after the date of such event, or within thirty (30) days of the date upon which the 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 leasing of such Unit shall be then considered valid and enforceable as having complied with this Paragraph Thirteen (13).

(6) Disapproval by Association. If the Association shall disapprove a lease, the Unit Owner shall be advised of the disapproval in writing, and the lease shall not be made.

13.2 Notice to Association of purchase, gift, devise, inheritance, or other transfers. A Unit Owner who has obtained his title by purchase, gift, devise or inheritance, or by any other manner not previously specified, including acquisition pursuant to paragraph 13.3, shall give to the Association notice of the acquiring of his title, together with such information concerning the Unit Owner as the Association may reasonably require, and a certified copy of the instrument evidencing the Owner's title.

13.3 Exceptions. The foregoing provisions of this section entitled "Maintenance of Community Interests", except for paragraph 13.2, shall not apply to a transfer to or purchase by a bank, life insurance company, savings and loan association, real estate investment trust, or other institution or any 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 provision apply to a transfer, sale or lease by a bank, life insurance company, savings and loan association, real estate investment trust, or other institution or institutional lender that so acquires its title. Neither shall such provisions 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. Neither shall such provisions apply to the Developer, or any person who is an officer, stockholder or director of the Developer, or to any corporation having some or all of its directors, officers or stockholders in common with the Developer, and any such person or corporation or any limited partner or general partner shall have the right to freely sell, transfer or otherwise deal with the title and possession of a Unit without complying with the provisions of this section, and without the approval of the Association.

13.4 Notice of lien or suit.

(a) A Unit Owner shall give notice, in writing, to the Association of every lien upon his Unit other than for authorized mortgages, taxes and special assessments within five (5) days after the attaching of the lien.

(b) 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, such notice to be given within five (5) days after the Unit Owner shall receive knowledge or notice thereof.

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

14. PURCHASE OF UNITS BY ASSOCIATION

The Association shall have the power to purchase Units subject to the following provisions:

14.1 Decision. The decision of the Association to purchase a Unit shall be made by its directors, without the necessity of approval by its members except as is hereinafter expressly provided.

14.2 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 percent (75%) 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 therefore 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 the Declaration of Condominium, Articles of Incorporation and Bylaws and the Rules and Regulations adopted pursuant to those documents, as they 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.

15.2 Costs and attorneys' fees. In any proceeding arising because of an alleged failure of a Unit Owner or the Association to comply with the terms of the Declaration, Articles of Incorporation of the Association, the Bylaws, 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 attorneys' fees as may be awarded by any Court, at trial or appellate levels and administrative hearings.

15.3 No 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 of the Association, the Bylaws or the Rules and Regulations shall not constitute a waiver of the right to do so thereafter.

16. AMENDMENTS

Except as provided herein, this Declaration of Condominium and the Articles and Bylaws of the Association, 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.

16.2 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 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 of the Association. Unit Owners may propose such an amendment by instrument in writing directed to the President or Secretary of the Board signed by not less

than twenty percent (20%) of the Unit Owners. Amendments may be proposed by the Board of Directors by action of a majority of the Board 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 or disapproval in writing, provided such approval or disapproval is delivered to the Secretary at or prior to the meeting. Except as provided herein, such approvals must be either by:

(1) Not less than sixty-six and two-thirds percent (66-2/3%) of the entire membership of the Board of Directors and not less than sixty-six and two-thirds percent (66-2/3%) of the Voting Interest of the Association; or

(2) Not less than sixty-six and two-thirds percent (66-2/3%) of the votes of the entire Unit Owners of the Association.

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 Owners 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 liens on such Unit shall join in the execution of the amendment. Any vote to amend the declaration of condominium relating to a change in percentage of ownership in the common elements or sharing of the common expense shall be conducted by secret ballot. Nor shall any amendment make any change which would in any way affect any of the rights, privileges, powers and/or options herein provided in favor of or reserved to the Developer, or any person who is an officer, stockholder or director of the Developer, or any corporation having some or all of its directors, officers or stockholders in common with the Developer, unless the Developer or any limited partner or general partner 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 by the Secretary with the formalities of a deed, and shall be effective upon recordation thereof in the Public Records of the County and State in which the land is situate.

16.6 Surface Water Management System. Any amendment of this Declaration, which affect the Surface Water or Stormwater Management System, beyond maintenance in its original condition, including the water management portions of the common areas, must have the prior written approval of the Southwest Florida Water Management District. The Southwest Florida Water Management District shall have the right to enforce, by a proceeding at law or in equity, the provisions contained in the Covenants and Restrictions which relate to the maintenance, operation and repair of the Surface Water or Stormwater Management System.

16.7 Scrivener's errors. Prior to the majority election meeting, Developer may amend this Declaration and any exhibits thereto in order to correct a scrivener's error or other defect or omission without the consent of the Owners or the Board of Directors, provided that such amendment does not materially and adversely affect the rights of Unit Owners, lienors or mortgagees. This amendment shall be signed by Developer only and need not be approved by the Association, Unit Owners, lienors or mortgagees, whether or not elsewhere required for amendment, and a copy of the amendment shall be furnished to each Unit Owner, the Association and all listed mortgagees as soon after recordation thereof among the Public Records of the County and State in which the land is situate as is practicable. After the majority election meeting, amendments for the correction of scrivener's errors or other non-material changes may be made by the affirmative vote of two-thirds (2/3) of the Board of Directors and without the consent of the Unit Owners or their mortgagees or lienors.

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 herein that the Condominium Property shall not be reconstructed because of major damage, the Condominium plan of ownership shall be terminated by the agreement of Owners who represent at least sixty-seven percent (67%) of the total allocated votes in the Association and by eligible mortgage holders (whose consent shall not be unreasonably withheld) who represent at least fifty-one percent (51%) of the votes of Units subject to mortgages held by eligible holders. "Eligible mortgage holder" shall mean those who hold a first mortgage on a Unit and who have requested notice, in writing, stating their name, address and the unit number of the mortgaged Unit.

17.2 Agreement. The Condominium may be terminated at any time by the approval in writing of all record Owners of Units and all record owners of liens 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. Provided that the approval of Owners of not less than seventy-five percent (75%) of the Common Elements, and the approval of all record Owners of liens 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 of a Unit, or of a lien encumbering a Unit, shall be irrevocable until expiration of the above-recited 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 not approving of termination shall be exercised upon the following terms:

(a) Exercise of option. The option shall be exercised by delivery 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 Owners of Units who will participate in the purchase. Such agreement shall indicate which Units will be purchased by each participating Owner and shall require the purchase of all Units owned by Owners not approving the 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 cash, 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 the County and State in which the land is situate.

17.4 Shares of 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 Elements appurtenant to the Owners' Units prior to the termination.

17.5 Surface Water or Stormwater Management System. In the event of termination, dissolution or final liquidation of the Association, the responsibility for the operation and maintenance of the Surface Water or Stormwater Management System must be transferred to and accepted by an entity which would comply with Section 40C-42.027, F.A.C., and be approved by the Southwest Florida Water Management District prior to such termination, dissolution or liquidation.

18. DEVELOPER'S RESPONSIBILITY FOR ASSESSMENTS

The Developer, pursuant to Florida Statute 718.116(9)(a)2 2002, has elected to be excused from payment of assessments against unsold units for a period of eight (8) months following the date of the first recording of the sale of a Unit ("Guarantee Period"), during which period the Developer guarantees to all purchasers or other unit owners in the same condominium that the assessments will not exceed \$44.64 per unit per month or \$558.00 annually ("Guaranteed Amount"). The Developer will pay the portion of the common expenses incurred during the Guarantee Period, or any extension thereof, which exceed the Guaranteed Amount. The Developer reserves the right after the initial Guarantee Period to extend the Guarantee Period for two additional periods of six months each.

19. SEVERABILITY

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

20. SUCCESSOR TO DEVELOPER'S INTERESTS

For purposes of this Declaration of Condominium, the term "Developer" shall include the person or entity declaring the property to condominium ownership and any person or entity, including the construction mortgagee, who shall succeed to the Developer's interest in title and ownership, whether by purchase, foreclosure or deed in lieu of foreclosure and such successor shall have all of the rights and privileges of the Developer.

21. RULE AGAINST PERPETUITIES

The rule against perpetuities shall not defeat a right given any person or entity by the Declaration of Condominium for the purpose of allowing Unit Owners to retain reasonable control over the use, occupancy and transfer of Units.

22. JOINDER AND CONSENTS

A person who joins in or consents to the execution of this Declaration of Condominium subjects his interest in the condominium property to the provisions of the Declaration.

23. ENFORCEABILITY

All provisions of this Declaration of Condominium are enforceable equitable servitudes, run with the land and are effective until the Condominium is terminated.

24. PARTITION

The undivided share and the Common Elements which is appurtenant to a Unit shall not be separated from it and shall pass with the title to the Unit, whether or not separately described; the share and the Common Elements appurtenant to a Unit cannot be conveyed or encumbered except together with the Units; shares and the Common Elements appurtenant to Units are undivided, and no action for Partition of the Common Elements shall lie.

25. CONSERVATION EASEMENT AREAS

25.1 The Conservation Easement Areas shall and are hereby declared to be subject to a Conservation Deed Restriction in favor of the Developer, its successors and assigns, for the purpose of retaining and maintaining the Conservation Easement Areas in their predominantly natural condition as a wooded water recharge, detention and percolation and environmental conservation area. In furtherance of this Conservation Easement, each of the following uses of the Conservation Easement Areas are hereby prohibited and restricted without the prior written consent of the Southwest Florida Water Management District, to wit:

(a) The construction or placing of buildings, roads, signs, billboards or other advertising, utilities, or any other structures and improvements on or above the ground; and

(b) The dumping or placing of soil or other substances or materials as landfill or the dumping or placing of trash, waste or unsightly or offensive materials; and

(c) The removal or destruction of trees, shrubs or other vegetation from the Conservation Easement Areas; and

(d) The excavation, dredging or removal of loam, peat, gravel, rock, soil, or other material substance in such a manner as to affect the surface of the Conservation Easement Areas; and

(e) Any use which would be detrimental to the retention of the Conservation Easement areas in their natural condition; and

(f) Any use which would be detrimental to drainage, flood control, water conservation, erosion control, soil conservation, or fish and wildlife preservation; and

(g) Acts or uses detrimental to such retention of land or water areas; and

(h) Acts or uses detrimental to the preservation of the structural integrity or physical appearance of sites or properties of historical, architectural, archaeological or cultural significance.

25.2 Conservation Easement Areas hereby created and declared shall be perpetual.

25.3 The Developer, its successors and assigns, and the Southwest Florida Water Management District shall have the right to enter upon the Conservation Easement Areas at all reasonable times and in a reasonable manner, to assure compliance with the aforesaid prohibitions and restrictions.

25.4 The Developer and all subsequent owners of any land upon which there is located any Conservation Easement shall be responsible for the periodic removal of trash and other debris, which may accumulate on such Easement Parcel.

25.5 The prohibitions and restrictions upon the Conservation Easement Areas as set forth in this paragraph may be enforced by the Southwest Florida Water Management District or the Department of Environmental Protection by proceedings at law or in equity including, without limitation, actions for injunctive relief. The provisions in this Conservation Easement Area restriction may not be amended without prior approval from the Southwest Florida Water Management District.

25.6 All rights and obligations arising hereunder are appurtenances and covenants running with the land of the Conservation Easement Areas, and shall be binding upon, and shall inure to the benefit of the Developer, and its successors and assigns. Upon conveyance by the Developer to third parties of any land affected hereby, the Developer shall have no further liability or responsibility hereunder, provided the deed restrictions including the Conservation Areas are properly recorded.

25.7 No owner of property within the Condominium Plat may construct or maintain any building, residence, or structure or under take or perform any activity in the wetlands, wetland mitigation area(s), buffer area(s), upland conservation area(s) and drainage easement(s) described in the approved permit and recorded plat of the Condominium, unless prior approval is received from the Southwest Florida Water Management District.

25.8 Each property owner within the Condominium Plat at the time of construction of a building, residence, or structure shall comply with the construction plans for the surface water management system approved and on file with the Southwest Florida Water Management District.

25.9 The removal of littoral shelf vegetation (including cattails) from wet detention ponds is prohibited unless otherwise approved by the District. Removal includes dredging, the application of herbicides, cutting and the introduction of grass carp. Any questions regarding authorized activities within the wet detention ponds shall be addressed to the District's Surface Water Regulation Manager.

25.10 All Unit Owners shall be responsible for maintaining designed flow paths for side and rear drainage. If the constructed flow path is disturbed or modified, the Association has the authority to enter the Unit and reconstruct the intended flow pattern and assess the property owner with the expense. The wetland boundary marker shall not be removed and the Association shall be responsible for maintaining the marks.

26. MERGER AND CONSOLIDATION

As provided by Florida Statute 718.110(7), this Condominium shall be entitled to merge or consolidate with any other condominium which may now or hereafter be created for the Units or Residential Dwellings located on the lands set forth on Exhibit "A" attached hereto. Said merger or consolidation shall allow the operation of the project as though it was a single condominium for all matters, including budgets, assessments, accounting, record-keeping and similar matters. In the event of such merger or consolidation, Common Expenses for residential condominiums in such a project being operated by a single Association may be assessed against all Unit Owners in such project pursuant to the proportions or percentages established therefore in the Declarations as initially recorded or in the Bylaws as initially adopted, subject, however, to the limitations of Florida Statute 718.116 and 718.302. Such merger or consolidation shall be complete upon compliance with 718.110(7).

27. EASEMENT FOR INGRESS, EGRESS AND UTILITIES

The Developer has granted to the Association an easement for ingress, egress and utilities over lands described in Exhibit "F" attached hereto ("Easement"). Said Easement is declared to condominium ownership for the benefit of the Association, its members and the families, invitees and guests of the members of the Association.

IN WITNESS WHEREOF, the Developer has executed this 6th day of August, 2004.

Signed, Sealed and Delivered

Paradise Lakes, Inc., a Florida corporation

in the Presence of:

Electra Cutting
Print: ELECTRA CUTTING

By: [Signature]
Print Name: Joseph T. Lettelleir

Toby L. Caroline
Print: TOBY L. CAROLINE

As: President

(Corporate Seal)

STATE OF FLORIDA)

COUNTY OF Pasco)

The foregoing instrument was acknowledged before me this 6th day of August, 2004, by Joseph T. Lettelleir, as President of Paradise Lakes, Inc., a Florida corporation, on behalf of the corporation. He [is personally known to me] [has produced a drivers license as identification].

Toby L. Caroline
Notary Public
TOBY L. CAROLINE
Print Name

My commission expires:

EXHIBITS:

- "A" - Property
- "B" - Undivided Interest in Common Elements
- "C" - Articles of Incorporation
- "D" - Bylaws
- "E" - Consent and Joinder
- "F" - Easement



EXHIBIT "A"

LEGAL DESCRIPTION AND PLAT

LEGAL DESCRIPTION AND DEDICATION:

THE NORTHWEST 1/4 OF THE NORTHWEST 1/4 OF THE NORTHWEST 1/4 OF SECTION 35, TOWNSHIP 28 SOUTH, RANGE 18 EAST, PASCO COUNTY, FLORIDA, LESS AND EXCEPT ROAD RIGHT-OF-WAY AND EASEMENTS SET FORTH IN 05 BOOK 1925 PAGE 1224, OF THE PUBLIC RECORDS OF PASCO COUNTY, FLORIDA, SAID PARCEL CONTAINING 9.38 ACRES, MORE OR LESS
LESS THE FOLLOWING DESCRIBED PARCEL:

A portion of land lying in the northwest 1/4 of the northwest 1/4 of the northwest 1/4 of Section 35, Township 28 South, Range 18 East, Pasco County, Florida, being further described as follows:

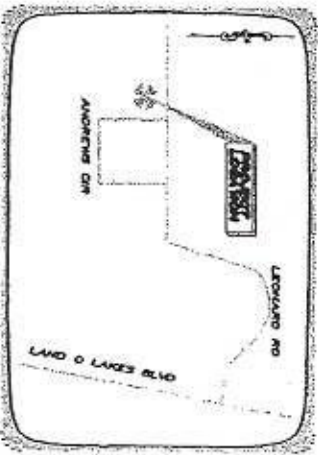
Commence at the northwest corner of Section 35, Township 28 South, Range 18 East, Pasco County, Florida; thence N80°00'00"E 1316.10 feet to the north boundary of the northwest 1/4 of said Section 35 to the northwest corner of the northwest 1/4 of the northwest 1/4 of said Section 35; thence S00°11'08"E 60.00 feet to the south right of way line of Leonard Road; thence N80°00'00"E 377.77 feet along the south right of way line of Leonard Road to the POINT OF BEGINNING; thence S00°00'00"E 60.21 feet to the beginning of a curve concave to the northwest having a radius of 40.00 feet; thence S51°42'16"E 5.00 feet; thence S38°17'44"W 21.83 feet; thence S51°42'16"E 15.00 feet; thence S38°17'44"W 13.09 feet to the beginning of a curve concave to the southeast having a radius of 50.00 feet; thence S31°42'16"E 55.01 feet; thence N38°17'44"E 84.31 feet to the beginning of a non-tangent curve concave to the southwest having a radius of 53.48 feet and to which point a radial line bears S87°01'17"W; thence 20.33 feet along said curve through a central angle of 21°42'03"; thence on a non-tangent line N45°23'15"E 15.00 feet to the beginning of a non-tangent curve concave to the southwest having a radius of 58.48 feet and which beginning a radial line bears S45°23'15"W; thence 8.48 feet along said curve through a central angle of 07°05'31"; thence N51°42'16"W 19.22 feet; thence N38°17'44"E 5.00 feet to the beginning of a non-tangent curve concave to the northwest having a radius of 35.00 feet and which beginning radial line bears N38°17'44"E; thence 31.58 feet along said curve through a central angle of 51°42'18"; thence N00°00'00"E 54.61 feet to the south right of way of Leonard Road; thence S90°00'00"W 45.00 feet to the south line of said right of way to the POINT OF BEGINNING.

TOGETHER WITH AN INGRESS/EGRESS & UTILITY EASEMENT

A portion of land lying in the northwest 1/4 of the northwest 1/4 of the northwest 1/4 of Section 35, Township 28 South, Range 18 East, Pasco County, Florida, being further described as follows:

Commence at the northwest corner of Section 35, Township 28 South, Range 18 East, Pasco County, Florida; thence N80°00'00"E 1316.10 feet to the north boundary of the northwest 1/4 of said Section 35 to the northwest corner of the northwest 1/4 of the northwest 1/4 of said Section 35; thence S00°11'08"E 60.00 feet to the south right of way line of Leonard Road; thence N80°00'00"E 377.77 feet along the south right of way line of Leonard Road to the POINT OF BEGINNING; thence S00°00'00"E 60.21 feet to the beginning of a curve concave to the northwest having a radius of 40.00 feet; thence S51°42'16"E 5.00 feet; thence S38°17'44"W 21.83 feet; thence S51°42'16"E 15.00 feet; thence S38°17'44"W 13.09 feet to the beginning of a curve concave to the southeast having a radius of 50.00 feet; thence S31°42'16"E 55.01 feet; thence N38°17'44"E 84.31 feet to the beginning of a non-tangent curve concave to the southwest having a radius of 53.48 feet and to which point a radial line bears S87°01'17"W; thence 20.33 feet along said curve through a central angle of 21°42'03"; thence on a non-tangent line N45°23'15"E 15.00 feet to the beginning of a non-tangent curve concave to the southwest having a radius of 58.48 feet and which beginning a radial line bears S45°23'15"W; thence 8.48 feet along said curve through a central angle of 07°05'31"; thence N51°42'16"W 19.22 feet; thence N38°17'44"E 5.00 feet to the beginning of a non-tangent curve concave to the northwest having a radius of 35.00 feet and which beginning radial line bears N38°17'44"E; thence 31.58 feet along said curve through a central angle of 51°42'18"; thence N00°00'00"E 54.61 feet to the south right of way of Leonard Road; thence S90°00'00"W 45.00 feet to the south line of said right of way to the POINT OF BEGINNING.

PARADISE PINES R.V. PARK CONDOMINIUM
A CONDOMINIUM R.V. SUBDIVISION IN SECTION 35, TOWNSHIP 28 SOUTH, RANGE 18 EAST
PASCO COUNTY, FLORIDA




SURVEYOR'S NOTES:

- 1.) Bearings are based on the Northerly Bearing line of the NW 1/4 of Section 35, Township 28 South, Range 18 East as being N 80°00'00" E.
- 2.) This condominium plat by no means represents a determination as to whether properties sit or will not stand, and with the boundaries of the plat may or may not be subject to flooding. The Pasco County Building Department has information regarding flooding and restrictions on development.
- 3.) This is a land condominium and not of the debt of this survey and certification there are no structures placed the surface of the ground.
- 4.) There are no parking spaces.
- 5.) There are no limited common elements.
- 6.) Access is via a Dedication and Grant of Easement and Non-Disturbance Agreement Agreement; recorded in Official Record Book ___ Page ___ of the Public Records of Pasco County, Florida.

NOTICE: THIS PLAT, AS RECORDED IN ITS GRAPHIC FORM, IS THE OFFICIAL COPY OF THE SUBDIVIDED LANDS DESCRIBED HEREIN AND WILL IN NO CIRCUMSTANCES BE SUPERSEDED IN AUTHORITY BY ANY OTHER GRAPHIC OR PICTORIAL FORM OR THE PLAT.

SURVEYORS CERTIFICATION

I, THE UNDERSIGNED SURVEYOR, DO HEREBY CERTIFY TO THE PRACTICE IN THE STATE OF FLORIDA, DO HEREBY CERTIFY ON THIS 12th DAY OF SEP, 2004, THAT THE CONSTRUCTION OF THE SURVEYORS IS SUBSTANTIALLY COMPLETE SO THAT THE MATERIAL, TOGETHER WITH THE PROVISIONS OF THE DEDICATION REPRESENTED HEREON, IS SUFFICIENT TO CONVEY THE APPROXIMATE SIZE AND DIMENSIONS OF THE COMMON ELEMENTS, AND SO THAT THE IDENTIFICATION, LOCATION, AND DIMENSIONS OF THE COMMON ELEMENTS AND OF EACH UNIT CAN BE DETERMINED FROM THESE MATERIALS.

BY  P.L.S. #4319
ALEX B. THOMPSON, S.
COMPANY: BSI & ASSOCIATES
1628 DALE LABRY HIGHWAY SUITE 106
LUTZ, FLORIDA, 33548
LB#0718

NOTICE: THERE MAY BE ADDITIONAL RESTRICTIONS THAT ARE NOT RECORDED ON THIS PLAT THAT MAY BE FOUND IN THE PUBLIC RECORDS OF THIS COUNTY.

BSI & ASSOCIATES
1628 Dale Labry Hwy
Suite 106
Lutz, Florida 33548
Ph: (813) 946-0030
Fax: (813) 946-0077



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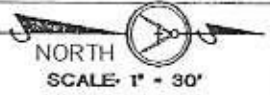
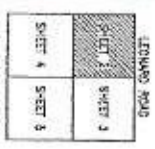
PARADISE PINES R.V. PARK CONDOMINIUM

A CONDOMINIUM R.V. SUBDIVISION IN SECTION 35, TOWNSHIP 26 SOUTH, RANGE 18 EAST PASCO COUNTY, FLORIDA

PLAT BOOK
PAGE

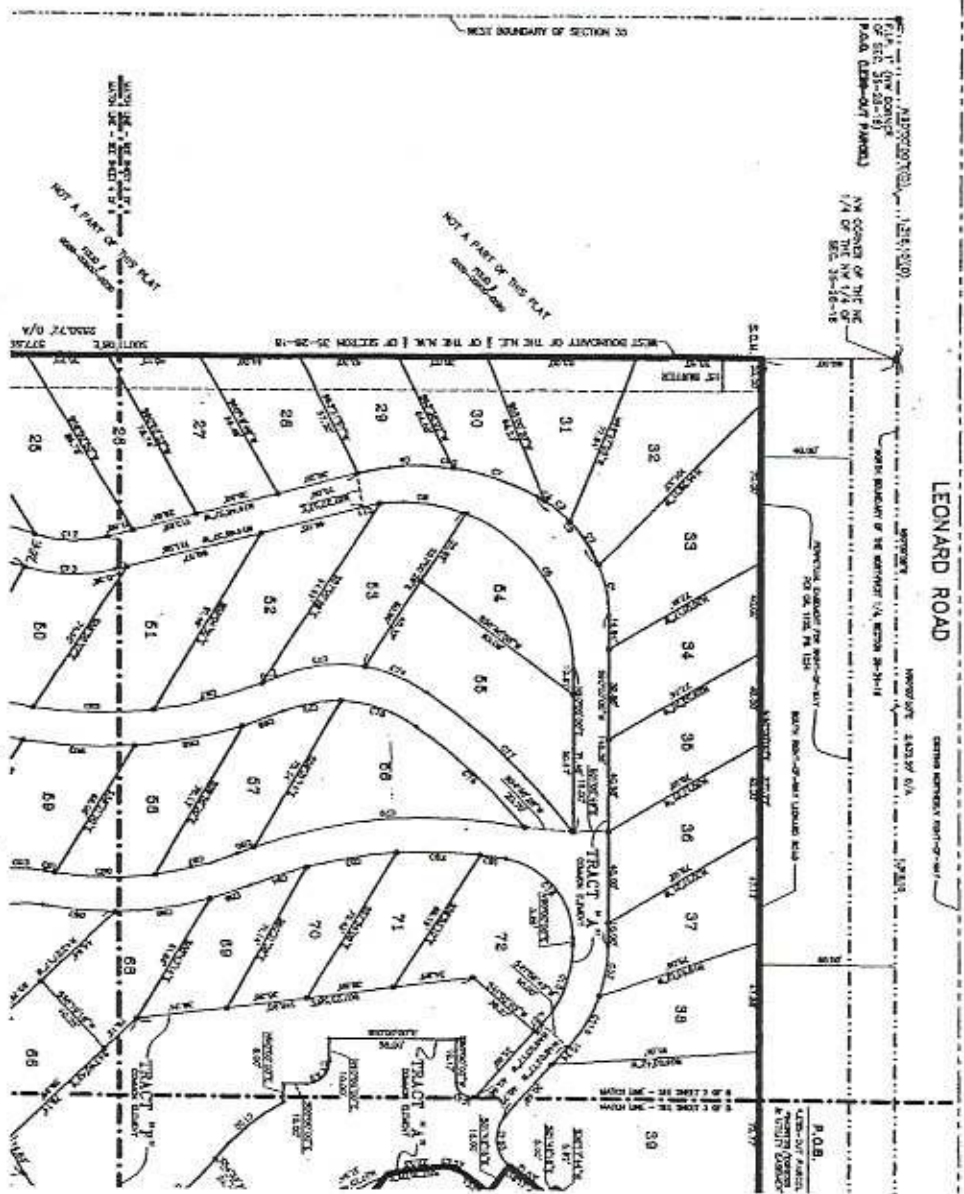
LEGEND

- S.C.U. SET CONCRETE MONUMENT 4" X 4"
- FIELD L.S. POINT
- P.A.M. PERMANENT RESURFACE
- A. FOUND P.O.L. H.W. & H.H.S.
- S.C. SECTION
- O.V.A. ORIGINAL
- S.W.P. ROAD, SOUTHWEST FLORIDA WATER
- 2. H.W.S. DEPT. ROAD
- N.V. NATIONAL VEHICLE
- N.V. NATIONAL VEHICLE
- (N) DEED RECORDED
- P.O.C. POINT OF COMMENCEMENT
- P.O. ORIGINAL RECORDS
- P.O. PLAT



BSI & ASSOCIATES
1828 Dora Mabry Hwy.
Suite 106
Lutz, FL 33548
Ph: (813) 945-0000
Email: bsi@bsi-associates.com
Fax: (813) 945-0577

GRAPHIC SCALE



| OWNER | | OWNER | | OWNER | | OWNER | | OWNER | | OWNER | | OWNER | | OWNER | |
|-------|-------|-------|-------|-------|-------|-------|-------|-------|-------|-------|-------|-------|-------|-------|-------|
| LOT | OWNER | LOT | OWNER | LOT | OWNER | LOT | OWNER | LOT | OWNER | LOT | OWNER | LOT | OWNER | LOT | OWNER |
| 25 | ... | 30 | ... | 35 | ... | 40 | ... | 45 | ... | 50 | ... | 55 | ... | 60 | ... |
| 26 | ... | 31 | ... | 36 | ... | 41 | ... | 46 | ... | 51 | ... | 56 | ... | 61 | ... |
| 27 | ... | 32 | ... | 37 | ... | 42 | ... | 47 | ... | 52 | ... | 57 | ... | 62 | ... |
| 28 | ... | 33 | ... | 38 | ... | 43 | ... | 48 | ... | 53 | ... | 58 | ... | 63 | ... |
| 29 | ... | 34 | ... | 39 | ... | 44 | ... | 49 | ... | 54 | ... | 59 | ... | 64 | ... |
| 30 | ... | 35 | ... | 40 | ... | 45 | ... | 50 | ... | 55 | ... | 60 | ... | 65 | ... |
| 31 | ... | 36 | ... | 41 | ... | 46 | ... | 51 | ... | 56 | ... | 61 | ... | 66 | ... |
| 32 | ... | 37 | ... | 42 | ... | 47 | ... | 52 | ... | 57 | ... | 62 | ... | 67 | ... |
| 33 | ... | 38 | ... | 43 | ... | 48 | ... | 53 | ... | 58 | ... | 63 | ... | 68 | ... |
| 34 | ... | 39 | ... | 44 | ... | 49 | ... | 54 | ... | 59 | ... | 64 | ... | 69 | ... |
| 35 | ... | 40 | ... | 45 | ... | 50 | ... | 55 | ... | 60 | ... | 65 | ... | 70 | ... |
| 36 | ... | 41 | ... | 46 | ... | 51 | ... | 56 | ... | 61 | ... | 66 | ... | 71 | ... |
| 37 | ... | 42 | ... | 47 | ... | 52 | ... | 57 | ... | 62 | ... | 67 | ... | 72 | ... |
| 38 | ... | 43 | ... | 48 | ... | 53 | ... | 58 | ... | 63 | ... | 68 | ... | 73 | ... |
| 39 | ... | 44 | ... | 49 | ... | 54 | ... | 59 | ... | 64 | ... | 69 | ... | 74 | ... |
| 40 | ... | 45 | ... | 50 | ... | 55 | ... | 60 | ... | 65 | ... | 70 | ... | 75 | ... |
| 41 | ... | 46 | ... | 51 | ... | 56 | ... | 61 | ... | 66 | ... | 71 | ... | 76 | ... |
| 42 | ... | 47 | ... | 52 | ... | 57 | ... | 62 | ... | 67 | ... | 72 | ... | 77 | ... |
| 43 | ... | 48 | ... | 53 | ... | 58 | ... | 63 | ... | 68 | ... | 73 | ... | 78 | ... |
| 44 | ... | 49 | ... | 54 | ... | 59 | ... | 64 | ... | 69 | ... | 74 | ... | 79 | ... |
| 45 | ... | 50 | ... | 55 | ... | 60 | ... | 65 | ... | 70 | ... | 75 | ... | 80 | ... |
| 46 | ... | 51 | ... | 56 | ... | 61 | ... | 66 | ... | 71 | ... | 76 | ... | 81 | ... |
| 47 | ... | 52 | ... | 57 | ... | 62 | ... | 67 | ... | 72 | ... | 77 | ... | 82 | ... |
| 48 | ... | 53 | ... | 58 | ... | 63 | ... | 68 | ... | 73 | ... | 78 | ... | 83 | ... |
| 49 | ... | 54 | ... | 59 | ... | 64 | ... | 69 | ... | 74 | ... | 79 | ... | 84 | ... |
| 50 | ... | 55 | ... | 60 | ... | 65 | ... | 70 | ... | 75 | ... | 80 | ... | 85 | ... |
| 51 | ... | 56 | ... | 61 | ... | 66 | ... | 71 | ... | 76 | ... | 81 | ... | 86 | ... |
| 52 | ... | 57 | ... | 62 | ... | 67 | ... | 72 | ... | 77 | ... | 82 | ... | 87 | ... |
| 53 | ... | 58 | ... | 63 | ... | 68 | ... | 73 | ... | 78 | ... | 83 | ... | 88 | ... |
| 54 | ... | 59 | ... | 64 | ... | 69 | ... | 74 | ... | 79 | ... | 84 | ... | 89 | ... |
| 55 | ... | 60 | ... | 65 | ... | 70 | ... | 75 | ... | 80 | ... | 85 | ... | 90 | ... |
| 56 | ... | 61 | ... | 66 | ... | 71 | ... | 76 | ... | 81 | ... | 86 | ... | 91 | ... |
| 57 | ... | 62 | ... | 67 | ... | 72 | ... | 77 | ... | 82 | ... | 87 | ... | 92 | ... |
| 58 | ... | 63 | ... | 68 | ... | 73 | ... | 78 | ... | 83 | ... | 88 | ... | 93 | ... |
| 59 | ... | 64 | ... | 69 | ... | 74 | ... | 79 | ... | 84 | ... | 89 | ... | 94 | ... |
| 60 | ... | 65 | ... | 70 | ... | 75 | ... | 80 | ... | 85 | ... | 90 | ... | 95 | ... |
| 61 | ... | 66 | ... | 71 | ... | 76 | ... | 81 | ... | 86 | ... | 91 | ... | 96 | ... |
| 62 | ... | 67 | ... | 72 | ... | 77 | ... | 82 | ... | 87 | ... | 92 | ... | 97 | ... |
| 63 | ... | 68 | ... | 73 | ... | 78 | ... | 83 | ... | 88 | ... | 93 | ... | 98 | ... |
| 64 | ... | 69 | ... | 74 | ... | 79 | ... | 84 | ... | 89 | ... | 94 | ... | 99 | ... |
| 65 | ... | 70 | ... | 75 | ... | 80 | ... | 85 | ... | 90 | ... | 95 | ... | 100 | ... |

2017

THOSE HAVE NOT BE APPROVAL RESTRICTING THAT ARE NOT BE RECORD WITH THE PLAN MAY BE FOUND IN THE PUBLIC RECORDS OF THIS COUNTY.

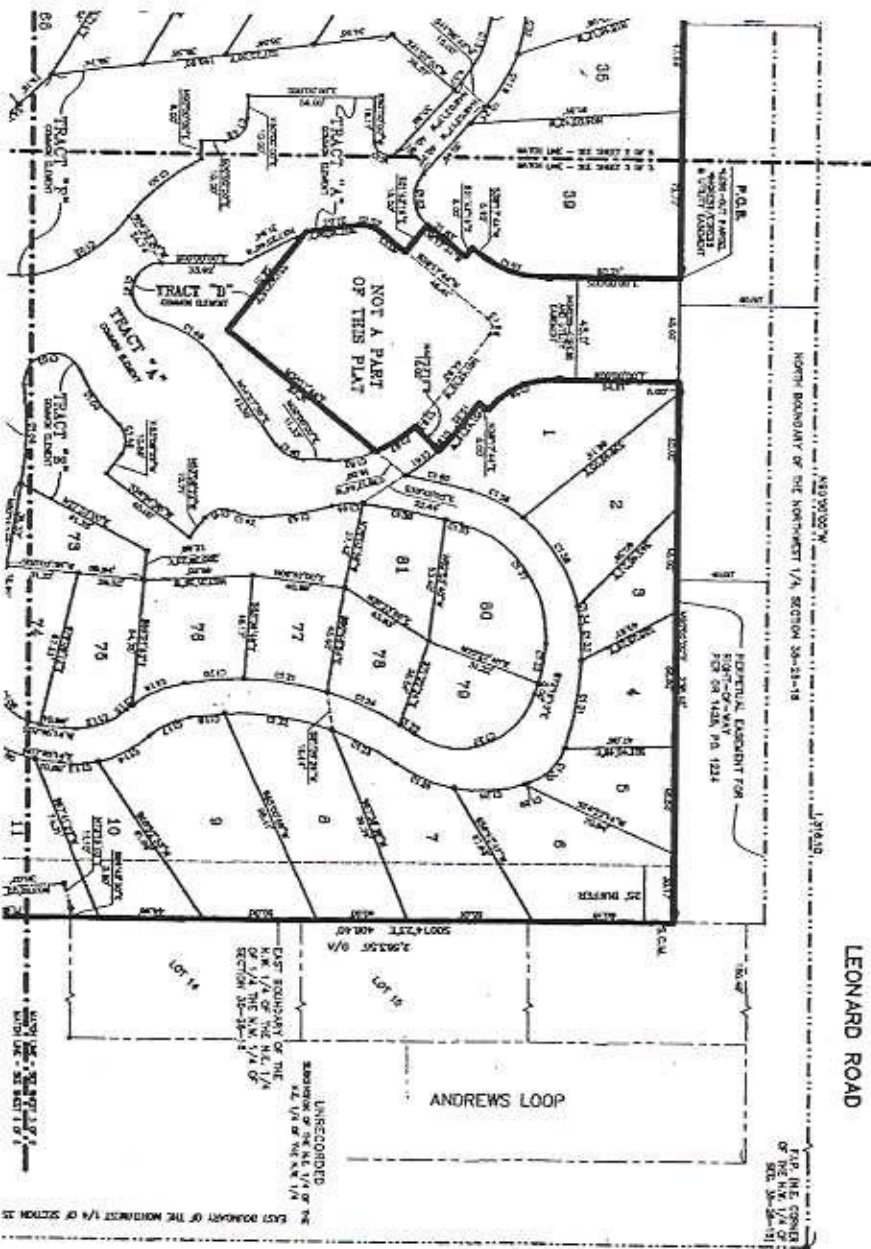
PARADISE PINES R.V. PARK CONDOMINIUM

A CONDOMINIUM R.V. SUBDIVISION IN SECTION 35, TOWNSHIP 28 SOUTH, RANGE 18 EAST PASCO COUNTY, FLORIDA

HBI & ASSOCIATES
1828 Oak Valley Trwy
Lutz, Florida 33548
Ph. (813) 848-8800
E-Mail: hbi@hbiassoc.com
Fax (813) 848-8877



LEONARD ROAD



| DATE | LENGTH | BEARING | PLATTED | PLATTED | PLATTED |
|-------|--------|-----------------|---------|---------|---------|
| 01/11 | 13.27 | N 82° 50' 00" W | 13.27 | 13.27 | 13.27 |
| 01/11 | 48.63 | N 82° 50' 00" W | 48.63 | 48.63 | 48.63 |
| 01/11 | 48.63 | N 82° 50' 00" W | 48.63 | 48.63 | 48.63 |
| 01/11 | 48.63 | N 82° 50' 00" W | 48.63 | 48.63 | 48.63 |
| 01/11 | 48.63 | N 82° 50' 00" W | 48.63 | 48.63 | 48.63 |

| DATE | LENGTH | BEARING | PLATTED | PLATTED | PLATTED |
|-------|--------|-----------------|---------|---------|---------|
| 01/11 | 13.27 | N 82° 50' 00" W | 13.27 | 13.27 | 13.27 |
| 01/11 | 48.63 | N 82° 50' 00" W | 48.63 | 48.63 | 48.63 |
| 01/11 | 48.63 | N 82° 50' 00" W | 48.63 | 48.63 | 48.63 |
| 01/11 | 48.63 | N 82° 50' 00" W | 48.63 | 48.63 | 48.63 |
| 01/11 | 48.63 | N 82° 50' 00" W | 48.63 | 48.63 | 48.63 |

| DATE | LENGTH | BEARING | PLATTED | PLATTED | PLATTED |
|-------|--------|-----------------|---------|---------|---------|
| 01/11 | 13.27 | N 82° 50' 00" W | 13.27 | 13.27 | 13.27 |
| 01/11 | 48.63 | N 82° 50' 00" W | 48.63 | 48.63 | 48.63 |
| 01/11 | 48.63 | N 82° 50' 00" W | 48.63 | 48.63 | 48.63 |
| 01/11 | 48.63 | N 82° 50' 00" W | 48.63 | 48.63 | 48.63 |
| 01/11 | 48.63 | N 82° 50' 00" W | 48.63 | 48.63 | 48.63 |

| DATE | LENGTH | BEARING | PLATTED | PLATTED | PLATTED |
|-------|--------|-----------------|---------|---------|---------|
| 01/11 | 13.27 | N 82° 50' 00" W | 13.27 | 13.27 | 13.27 |
| 01/11 | 48.63 | N 82° 50' 00" W | 48.63 | 48.63 | 48.63 |
| 01/11 | 48.63 | N 82° 50' 00" W | 48.63 | 48.63 | 48.63 |
| 01/11 | 48.63 | N 82° 50' 00" W | 48.63 | 48.63 | 48.63 |
| 01/11 | 48.63 | N 82° 50' 00" W | 48.63 | 48.63 | 48.63 |

- SCA SET CONCRETE FOUNDATION 4" x 4"
- PERMANENT FLOORING
- PERMANENT ROOFING
- PERMANENT PAINT
- PERMANENT EXTERIOR
- PERMANENT INTERIOR
- PERMANENT FINISH
- PERMANENT TRIM
- PERMANENT LIGHTING
- PERMANENT VENTILATION
- PERMANENT MECHANICAL
- PERMANENT ELECTRICAL
- PERMANENT PLUMBING
- PERMANENT GAS
- PERMANENT TIE
- PERMANENT PAINT



SCALE 1" = 80'



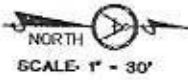
PLAT BOOK
PAGE

NOTED THESE MAY BE ADDITIONAL RESTRICTIONS
AND ARE NOT RECORDED ON THIS PLAN THAT MAY
BE FOUND IN THE PUBLIC RECORDS OF THIS COUNTY.

PARADISE PINES R.V. PARK CONDOMINIUM

A CONDOMINIUM R.V. SUBDIVISION IN SECTION 35, TOWNSHIP 26 SOUTH, RANGE 18 EAST
PASCO COUNTY, FLORIDA

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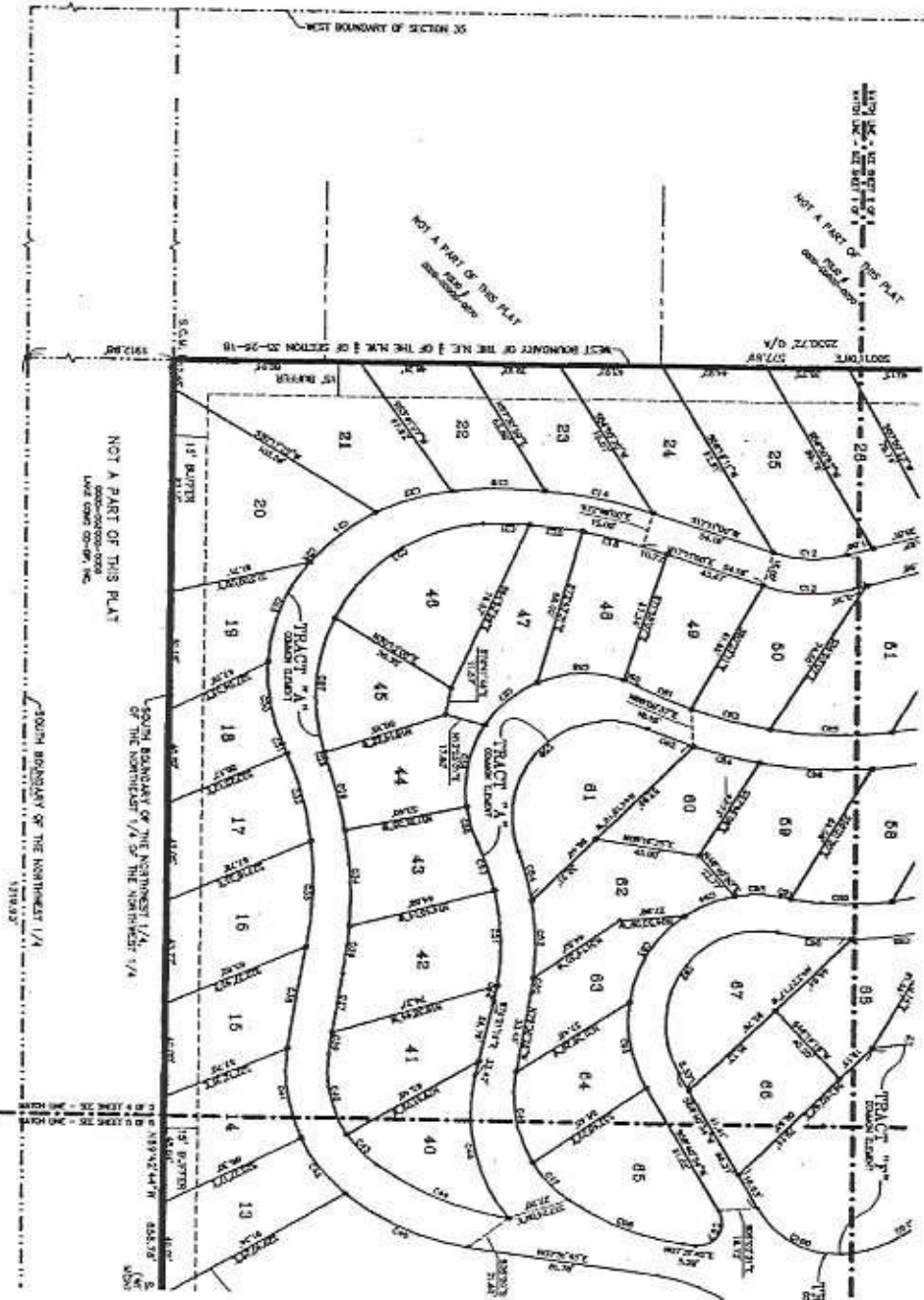
OWNER GOLF

LEGEND

- 1. S.W. 1/4 CORNER SECTION 35
- 2. S.W. 1/4 CORNER SECTION 35
- 3. S.W. 1/4 CORNER SECTION 35
- 4. S.W. 1/4 CORNER SECTION 35
- 5. S.W. 1/4 CORNER SECTION 35
- 6. S.W. 1/4 CORNER SECTION 35
- 7. S.W. 1/4 CORNER SECTION 35
- 8. S.W. 1/4 CORNER SECTION 35
- 9. S.W. 1/4 CORNER SECTION 35
- 10. S.W. 1/4 CORNER SECTION 35



SSI & ASSOCIATES
1828 Dunwoody Hwy.,
Suite 109
Lutz, Florida 33548
Phone: (813) 853-5555
Fax: (813) 858-6977



| OWNER | OWNER | OWNER | OWNER | OWNER | OWNER |
|-------|-------|-------|-------|-------|-------|
| 1 | 2 | 3 | 4 | 5 | 6 |
| 7 | 8 | 9 | 10 | 11 | 12 |
| 13 | 14 | 15 | 16 | 17 | 18 |
| 19 | 20 | 21 | 22 | 23 | 24 |
| 25 | 26 | 27 | 28 | 29 | 30 |
| 31 | 32 | 33 | 34 | 35 | 36 |
| 37 | 38 | 39 | 40 | 41 | 42 |
| 43 | 44 | 45 | 46 | 47 | 48 |
| 49 | 50 | 51 | 52 | 53 | 54 |
| 55 | 56 | 57 | 58 | 59 | 60 |
| 61 | 62 | 63 | 64 | | |

| OWNER | OWNER | OWNER | OWNER | OWNER | OWNER |
|-------|-------|-------|-------|-------|-------|
| 1 | 2 | 3 | 4 | 5 | 6 |
| 7 | 8 | 9 | 10 | 11 | 12 |
| 13 | 14 | 15 | 16 | 17 | 18 |
| 19 | 20 | 21 | 22 | 23 | 24 |
| 25 | 26 | 27 | 28 | 29 | 30 |
| 31 | 32 | 33 | 34 | 35 | 36 |
| 37 | 38 | 39 | 40 | 41 | 42 |
| 43 | 44 | 45 | 46 | 47 | 48 |
| 49 | 50 | 51 | 52 | 53 | 54 |
| 55 | 56 | 57 | 58 | 59 | 60 |
| 61 | 62 | 63 | 64 | | |

| OWNER | OWNER | OWNER | OWNER | OWNER | OWNER |
|-------|-------|-------|-------|-------|-------|
| 1 | 2 | 3 | 4 | 5 | 6 |
| 7 | 8 | 9 | 10 | 11 | 12 |
| 13 | 14 | 15 | 16 | 17 | 18 |
| 19 | 20 | 21 | 22 | 23 | 24 |
| 25 | 26 | 27 | 28 | 29 | 30 |
| 31 | 32 | 33 | 34 | 35 | 36 |
| 37 | 38 | 39 | 40 | 41 | 42 |
| 43 | 44 | 45 | 46 | 47 | 48 |
| 49 | 50 | 51 | 52 | 53 | 54 |
| 55 | 56 | 57 | 58 | 59 | 60 |
| 61 | 62 | 63 | 64 | | |

| OWNER | OWNER | OWNER | OWNER | OWNER | OWNER |
|-------|-------|-------|-------|-------|-------|
| 1 | 2 | 3 | 4 | 5 | 6 |
| 7 | 8 | 9 | 10 | 11 | 12 |
| 13 | 14 | 15 | 16 | 17 | 18 |
| 19 | 20 | 21 | 22 | 23 | 24 |
| 25 | 26 | 27 | 28 | 29 | 30 |
| 31 | 32 | 33 | 34 | 35 | 36 |
| 37 | 38 | 39 | 40 | 41 | 42 |
| 43 | 44 | 45 | 46 | 47 | 48 |
| 49 | 50 | 51 | 52 | 53 | 54 |
| 55 | 56 | 57 | 58 | 59 | 60 |
| 61 | 62 | 63 | 64 | | |

| OWNER | OWNER | OWNER | OWNER | OWNER | OWNER |
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NOTICE: THERE MAY BE ADDITIONAL RESTRICTIONS THAT ARE NOT RECORDED ON THIS PLAN THAT MAY BE FOUND IN THE PUBLIC RECORDS OF THIS COUNTY.

PARADISE PINES R.V. PARK CONDOMINIUM

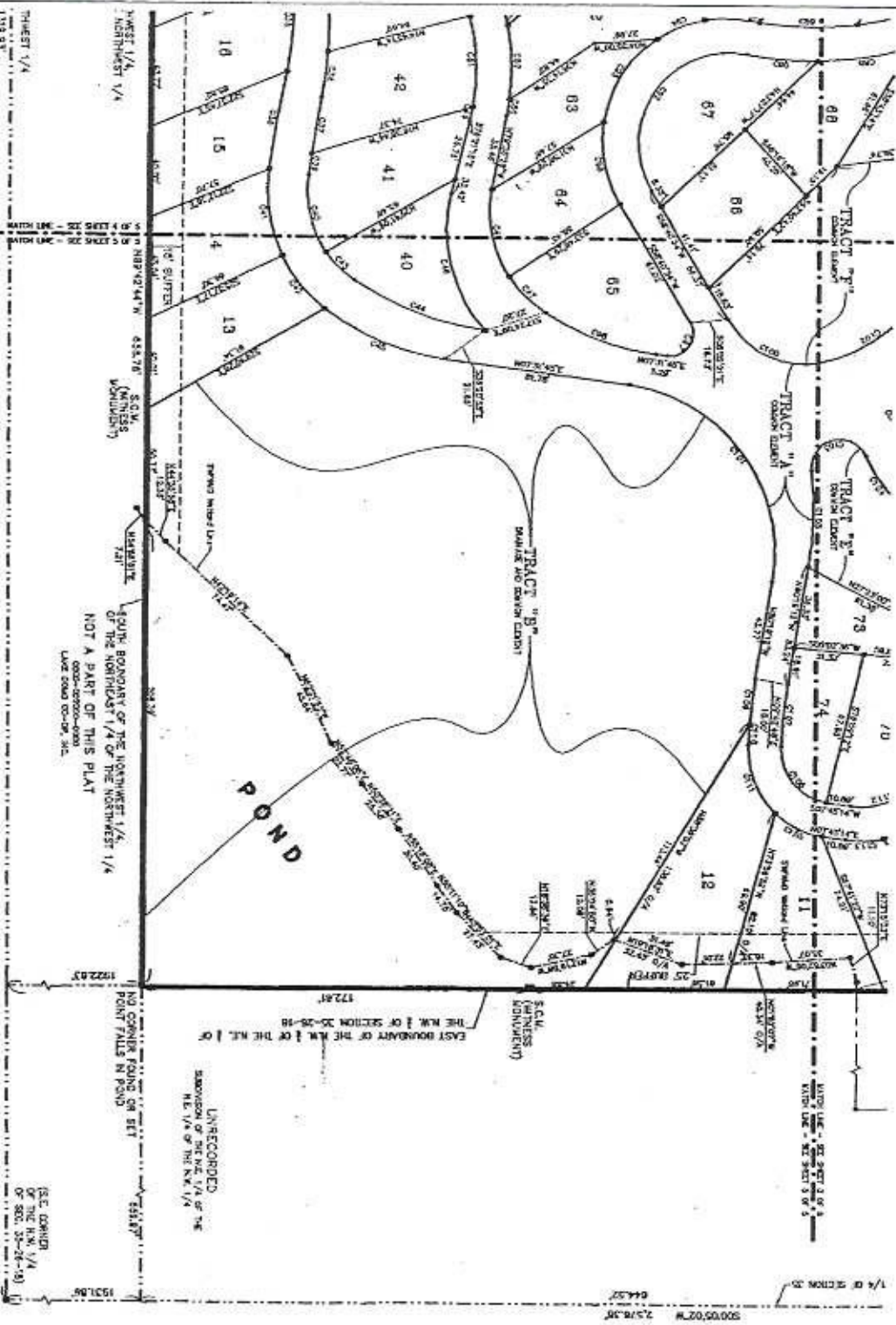
A CONDOMINIUM R.V. SUBDIVISION IN SECTION 35, TOWNSHIP 26 SOUTH, RANGE 18 EAST PASCO COUNTY, FLORIDA

PLAT BOOK _____
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LEGEND

- SCLL SET DESIGNER MONUMENT 1/4"
- PALE PINK L.S. FISH
- PALL PLANTING PERMITS
- A POND FILL WALL 8 DSE
- SS SETBACK
- OX SIGNAL
- SERIALS EXISTING FLORIDA WATER
- WATER CONVEYANCE SYSTEM
- O. AREA
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BSI & ASSOCIATES
1828 DORA LARRY HWY
LITTLE ROCK, AR 72644
PH: (501) 244-2020
FAX: (501) 244-9777



EXHIBIT "B"

PERCENTAGE OWNERSHIP OF THE COMMON ELEMENTS,
COMMON SURPLUS AND OBLIGATION
FOR COMMON EXPENSE

Each Unit Owner shall have an equal share in the ownership of common elements, common surplus and obligation for common expense, the same being 1/81.

State of Florida



Department of State

I certify from the records of this office that PARADISE PINES RV PARK CONDOMINIUM ASSOCIATION, INC. is a corporation organized under the laws of the State of Florida, filed on October 10, 2003.

The document number of this corporation is N03000008847.

I further certify that said corporation has paid all fees due this office through December 31, 2003, and its status is active.

I further certify that said corporation has not filed Articles of Dissolution.

I further certify that this is an electronically transmitted certificate authorized by section 15.16, Florida Statutes, and authenticated by the code, 103A00055646-101303-N03000008847-1/1, noted below.

Authentication Code: 103A00055646-101303-N03000008847-1/1

Given under my hand and the
Great Seal of the State of Florida,
at Tallahassee, the Capital, this the
Thirteenth day of October, 2003



Glenda E. Hood
Glenda E. Hood
Secretary of State

ARTICLES OF INCORPORATIONOFPARADISE PINES RV PARK CONDOMINIUM ASSOCIATION, INC.

The undersigned do hereby associate themselves for the purpose of forming a corporation not for profit as allowed by Section 718 and Section 617 of the Florida Statutes. Pursuant to the provisions and laws of the State of Florida, we certify as follows:

1. NAME

The name of the corporation shall be PARADISE PINES RV PARK CONDOMINIUM ASSOCIATION, INC., hereinafter referred to as the "Association", with its principal registered office located at 2001 Brinson Road, Lutz, Florida 33558. The Board of Directors may, from time to time, move the principal office to any other address in Florida.

2. PURPOSE

The purpose for which the Association is organized is to provide an entity pursuant to Chapter 718, Florida Statutes, hereinafter called the "Condominium Act", for the operation of PARADISE PINES RV PARK CONDOMINIUM (the "Condominium") to be created pursuant to the provisions of its Declaration of Condominium and the Condominium Act.

3. POWERS

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

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

3.2 The Association shall have all of the powers and duties set forth in the Condominium Act, these Articles of Incorporation and the Declaration of Condominium and its attendant documents, and all of the powers and duties reasonably necessary for operation of the Condominium. In the event of a conflict between the powers of the Association as is set forth in these Articles of Incorporation, the Bylaws, or the Declaration of Condominium and the Condominium Act, the Condominium Act shall prevail.

3.3 All funds and the titles to all properties acquired by the Association, and their proceeds, shall be held in trust for the members in accordance with the provisions of the Declaration of Condominium, these Articles of Incorporation, and the Bylaws of the Association, and the costs, expenses, maintenance, care and upkeep of such properties for the benefit of the members shall be considered common expenses of the Condominium.

3.4 The powers of the Association shall be subject to and shall be exercised in accordance with the provisions of the Declaration of Condominium and the Bylaws.

3.5 The Association shall have the power and authority to levy, charge, assess and collect fees, charges and assessments from the Unit Owners as allowed by the Declaration of Condominium.

3.6 The Association shall have the power to operate, maintain and manage the surface water or stormwater management system(s) in a manner consistent with the Southwest Florida Water Management District requirements and applicable District rules, and shall have the power to assist in the enforcement of the Declaration of Condominium which relate to the Surface Water Management System.

Roger A. Larson, Esquire
Johnson, Pope, Bokor, Ruppel & Burns, P.A.
911 Chestnut Street
Clearwater, Florida 33756
Florida Bar No. 108435

3.7 The Association shall have the power to levy and collect adequate assessments against members of the Association for the costs of maintenance and operation of the surface water or stormwater management system.

3.8 Notwithstanding anything herein to the contrary, the corporation shall exercise only such powers as are in furtherance of the exempt purposes of organizations set forth in Section 501(c)(7) of the Internal Revenue Code and its regulations as the same now exist or as they may be hereinafter amended from time to time.

3.9 The corporation shall have no power to declare dividends, and no part of its net earnings shall inure to the benefit of any member or director of the corporation or to any other private individual. The corporation shall have no power or authority to engage in activities which consist of carrying on propaganda or otherwise attempting to influence legislation or to participate in, or intervene in, any political campaign on behalf of any candidate for public office.

3.10 The corporation shall have no capital stock.

3.11 This Section shall not be construed to give the Association any powers not authorized by the Condominium Act.

4. MEMBERSHIP

4.1 The members of the Association shall consist of all of the record Owners of Units in the Condominium which have adopted these Articles, hereinafter referred to as "Units", and after termination of the Condominium shall consist of those who are members at the time of such termination, and their successors and assigns.

4.2 Membership shall be acquired by recording in the Public Records of the County within which the Condominium is situate, a deed or other instrument establishing record title to a Unit in the Condominium, the Owner designated by such instrument thus becoming a member of the Association, and the membership of the prior Owner being thereby terminated, provided, however, any party who owns more than one Unit shall remain a member of the Association so long as he shall retain title to or a fee ownership interest in any Unit.

4.3 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 Unit.

4.4 On all matters upon which the member shall be entitled to vote, there shall be one vote for each Unit, which vote may be exercised or cast in such manner as may be provided in the Bylaws of the Association. Any person or entity owning more than one Unit shall be entitled to one vote for each Unit owned.

4.5 The Developer shall be a member of the Association and shall be allowed one vote for each Unit owned by the Developer.

5. EXISTENCE

The Corporation shall have perpetual existence.

In the event of termination, dissolution or final liquidation of the Association, the responsibility for the operation and maintenance of the Surface Water Management System must be transferred to and accepted by an entity that would comply with Section 40C-42.027, F.A.C., and be approved by the Southwest Florida Water Management District prior to such termination, dissolution or liquidation.

6. SUBSCRIBERS

The name and address of the subscriber to these Articles of Incorporation is:

ROGER A. LARSON, ESQUIRE
911 Chestnut Street
Clearwater, Florida 33756

7. OFFICERS

The affairs of the Association shall be administered by a President, a Vice President, a Secretary and a Treasurer, and such other officers as the Board of Directors may from time to time designate. Any person may hold two offices, excepting that the same person shall not hold the office of President and Secretary. Officers of the Association shall be those set forth herein or elected by the Board of Directors at its first meeting following the annual meeting of the members of the Association, and shall serve at the pleasure of the Board of Directors. The names and addresses of the officers who shall serve until their successors are designated by the Board of Directors are as follows:

| | |
|------------|--|
| President: | Joseph T. Lettelleir 2001 Brinson Road Lutz, Florida 33558 |
| Secretary: | Kim Clyde 2001 Brinson Road Lutz, Florida 33558 |
| Treasurer: | Roger Broderick 2001 Brinson Road Lutz, Florida 33558 |

8. DIRECTORS

8.1 The affairs of the Association shall be managed by a Board of Directors who need not be members of the Association. The membership of the Board shall consist of not less than three (3) Directors until the control of the Association is transferred to the Unit Owners other than the Developer pursuant to Florida Statute 718.301. Thereafter, the Board shall consist of not less than five (5) Directors. Provided, however, that the Board shall always consist of an odd number of Directors.

8.2 Directors of the Association shall be elected at the annual meeting of the members in the manner provided by the Bylaws. Directors may be removed and vacancies on the Board shall be filled in the manner provided by the Bylaws.

8.3 The Directors named in these Articles shall serve until the first election of Directors, and any vacancies in office occurring before the first election shall be filled by the remaining Directors and/or the Developer. The first election of Directors shall not be held until the Developer, as defined in the Declaration of Condominium, is required by law to elect directors in accordance with Florida Statute 718.301. The term of the first Board of Directors or their replacements, shall continue until the Developer voluntarily relinquishes control of the Association, or relinquishes control as required by Florida Statute §718.301(1)(a)-(e) as follows:

(1) When unit owners other than the developer own 15 percent or more of the units in a condominium that will be operated ultimately by an association, the unit owners other than the developer shall be entitled to elect no less than one-third of the members of the board of administration of the association. Unit owners other than the developer are entitled to elect not less than a majority of the members of the board of administration of an association:

(a) Three years after 50 percent of the units that will be operated ultimately by the association have been conveyed to purchasers;

(b) Three months after 90 percent of the units that will be operated ultimately by the association have been conveyed to purchasers;

(c) When all the units that will be operated ultimately by the association have been completed, some of them have been conveyed to purchasers, and none of the others are being offered for sale by the developer in the ordinary course of business;

(d) When some of the units have been conveyed to purchasers and none of the other are being constructed or offered for sale by the developer in the ordinary course of business; or

(e) Seven years after recordation of the declaration of condominium; or, in the case of an association which may ultimately operate more than one condominium, 7 years after recordation of the declaration for the first condominium it operates; or, in the case of an association operating a phase condominium created pursuant to s. 718.403, 7 years after recordation of the declaration creating the initial phase, whichever occurs first. The developer is entitled to elect at least one member of the board of administration of an association as long as the developer holds for sale in the ordinary course of business at least 5 percent, in condominiums with fewer than 500 units, and 2 percent, in condominiums with more than 500 units, of the units in a condominium operated by the association. Following the time the developer relinquishes control of the association, the developer may exercise the right to vote any developer-owned units in the same manner as any other unit owner except for purposes of reacquiring control of the association or selecting the majority member of the board of administration.

8.4 The names and addresses of the members of the first Board of Directors who shall hold office until their successors are elected and have qualified, or until removed, are as follows:

Joseph T. Lettelleir
2001 Brinson Road
Lutz, Florida 33558

Kim Clyde
2001 Brinson Road
Lutz, Florida 33558

Roger Broderick
2001 Brinson Road
Lutz, Florida 33558

9. INDEMNIFICATION

Every Director and every officer of the Association shall be indemnified by the Association against all expenses and liabilities including attorneys' fees, reasonably incurred by or imposed upon him or her in connection with any proceedings or the settlement of any proceeding to which he or she may be a party, or in which he or she may become involved by reason of his being or having been a Director or Officer of the Association, whether or not he or she is a Director or Officer at the time such expenses are incurred, except when the Director or Officer is adjudged guilty of willful misfeasance, malfeasance, or nonfeasance, or found to have breached his or her fiduciary duty, in the performance of his duties. The foregoing right of indemnification shall be in addition to and exclusive of all other rights and remedies to which such Director or Officer may be entitled.

10. BYLAWS

The Bylaws of the Association shall be adopted by the Board of Directors and may be altered, amended or rescinded in the manner provided therein.

11. AMENDMENT

These Articles of Incorporation shall be amended in the following manner:

11.1 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.

11.2 A resolution for the adoption of a proposed amendment may be proposed by the Board of Directors of the Association or by the members of the Association. A member may propose such an amendment by instrument in writing directed to any member of the Board of Directors signed by not less than twenty percent (20%) of the membership. Amendments may be proposed by the Board of Directors by action of a majority of the Board 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 membership 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 members not present in person 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 provided herein, such approval must be either by:

(a) Not less than sixty-six and two-thirds percent (66-2/3%) of the votes of the entire membership of the Association.

11.3 Provided, however, that no amendment shall make any changes in the qualifications for membership nor the voting rights of the members, nor any change in Paragraph 3.3, without approval in writing by all members and the joinder of all record Owners of mortgages on the Condominium Units. No amendment shall be made that is in conflict with the Condominium Act or the Declaration of Condominium. No amendment shall be made without the written approval of the Developer if such amendment shall cause an assessment of the Developer as a Unit Owner for capital improvements, constitute an action that would be detrimental to the sales of Units by the Developer or any other such action which would inhibit, impair, or otherwise preclude the rights reserved to the Developer by way of the Declaration of Condominium.

11.4 A copy of each amendment shall be filed with the Secretary of State, pursuant to the provisions of the applicable Florida Statutes, and a copy certified by the Secretary of State shall be recorded in the Public Records of the County where the condominium is located.

12. REGISTERED AGENT

The corporation hereby appoints Roger A. Larson, 911 Chestnut Street, Clearwater, Florida 33756, as its Registered Agent to accept service of process within this state.

IN WITNESS WHEREOF, the Subscriber has affixed his signature hereto this 10th day of October, 2003.

Signed, Sealed and Delivered
in the Presence of:

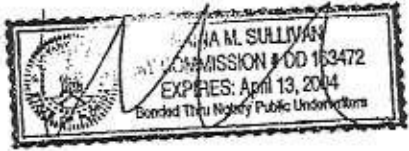
Rainald Sullivan
Joshua McEly

Roger A. Larson
Roger A. Larson

STATE OF FLORIDA)

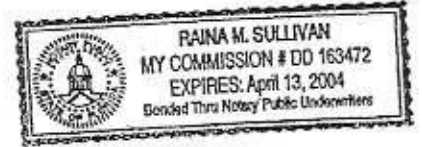
COUNTY OF PINELLAS)

The foregoing instrument was acknowledged before me this day 10th of October, 2003, by
ROGER A. LARSON, who is personally known to me.



Raina M. Sullivan
Notary Public
Print Name: Raina M. Sullivan

My Commission Expires:



ACCEPTANCE OF REGISTERED AGENT

Having been named to accept service of process of the above stated corporation at the place designated in this certificate, pursuant to Chapter 48.091 and Chapter 617.023 of the Florida Statutes, I hereby accept to act in this capacity, and agree to comply with the provisions of said act relative to keeping open said office.

Roger A. Larson
Roger A. Larson, Registered Agent

BYLAWS
OF
PARADISE PINES RV PARK CONDOMINIUM ASSOCIATION, INC.

1. IDENTITY

These are the Bylaws of PARADISE PINES RV PARK CONDOMINIUM ASSOCIATION, INC., hereinafter called the "Association", a corporation not for profit under the laws of the State of Florida. These Bylaws are adopted for the purpose of governing the Association and incorporate by reference the terms and conditions of the Articles of Incorporation of the Association and of the Declaration of Condominium referred to therein.

- 1.1 The Office of the Association shall be at 2001 Brinson Road, Lutz, Florida 33558.
- 1.2 The Fiscal Year of the Association shall be the calendar year.
- 1.3 The Seal of the Association shall bear the name of corporation, the word "Florida", and the words "Corporation Not For Profit".

2. MEMBERS' MEETINGS

- 2.1 The annual members' meeting shall be held at least once each year at the office of the Association unless otherwise designated by the Board of Directors, at a time and date determined by the Board. Such annual members' meetings shall be for the purpose of transacting annual business of the Association authorized to be transacted by the members.
- 2.2 Special members' meetings shall be held whenever called by the President or by a majority of the Board of Directors, and must be called by such officer upon receipt of a written request from members entitled to cast ten percent (10%) of the votes of the entire membership. Provided, however, until Developer has relinquished control of the Association, no special members' meetings shall be called or convened for the purpose of removal of the Directors appointed by the Developer or to amend this Declaration or its exhibits to remove rights and reservations in the Developer.
- 2.3 Notice of all members' meetings with an agenda stating the time and place and the object for which the meeting is called shall be given by the President or Secretary. Such notice shall be in writing (unless waived by the Unit Owner in writing) to each member at his address as it is on the books of the Association and shall be given not less than fourteen (14) continuous days prior to the date of the meeting. An Officer of the Association shall provide an Affidavit, to be included in the official records of the Association, affirming that a Notice of the Association meeting was mailed or hand delivered, in accordance with this provision, to each unit owner at the addresses last furnished to the Association. Notice of a meeting may be waived in writing before or after the meeting. If it is an annual meeting, the Notice shall also be posted in a conspicuous place on the condominium property at least 14 continuous days in advance of the meeting and if not an annual meeting, 48 continuous hours in advance of the meeting, except in emergency. Notice of any meeting in which assessments against unit owners are to be considered for any reason shall specifically contain a statement that assessments will be considered and the nature of such assessments.
- 2.4 A quorum at members meeting shall consist of a majority of the voting interests entitled to cast votes of the entire membership. The acts approved by a majority of the votes present at a meeting of 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, the Articles of Incorporation, these Bylaws, or the Condominium Act.

2.5 Voting.

(a) In any meeting of members, the Owners of Units shall be entitled to cast one vote for each Unit owned.

(b) If a Unit is owned by one person, that person's right to vote shall be established by the record title to the Unit. If any Unit is owned by more than one person, the person entitled to cast one 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 or duly authorized officer 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 shall not be considered in determining the requirement for a quorum nor for any other purpose.

2.6 Proxies. Votes may be cast in person or by proxy as defined and limited by F.S. 718.112 (2)(b). A proxy may be made by any person entitled to vote and shall be effective only for the specific meeting for which originally given and any lawfully adjourned meeting thereof and in no event shall any proxy be valid for a period longer than ninety (90) days after the date of the first meeting for which it was given. The proxy shall be revocable at any time at the pleasure of the Unit Owner executing it, and must be filed with the Secretary before the appointed time of the meeting or any adjournment of the meeting.

2.7 Adjourned meetings. If any meeting of the 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.

2.8 The order of business at annual members' meetings, and as far as practical at other members' meetings, shall be:

- (a) Collection of the ballots for election if an election is held.
- (b) Calling of the roll and certifying of proxies.
- (c) Proof of notice of meeting or waiver of notice.
- (d) Reading and disposal of any unapproved minutes.
- (e) Reports of Committees.
- (f) Appointment of inspectors of election.
- (g) Election of directors.
- (h) Determination of less than adequate reserves or no reserves.
- (i) Unfinished business.
- (k) New business.
- (l) Adjournment.

3. DIRECTORS

The affairs of the Association shall be determined by a Board of Directors who need not be members of the Association. The first Board of Directors shall consist of three (3) directors who need not be members of the Association. The Board of Directors may from time to time increase or decrease the number of persons to serve on the Board, provided, however, that the Board must always consist of an odd number of members, and provided, further, that there shall never be less than three (3) Directors on the Board. The Board shall remain at three (3) Directors until such time as the Developer transfers control of the Association to Unit Owners other than the Developer, at which time the Board shall consist of not less than five (5) members. Any increase or decrease in the number of members on the Board shall be effectuated at least thirty (30) days prior to a regular annual election of the Board, and such change in

number shall be effective as of the date of the next regular election. The term of the first Board of Directors or their replacements, shall continue until the Developer voluntarily relinquishes control of the Association, or relinquishes control as required by Florida Statute §718.301(1)(a)-(e) as follows:

(1) When unit owners other than the developer own 15 percent or more of the units in a condominium that will be operated ultimately by an association, the unit owners other than the developer shall be entitled to elect no less than one-third of the members of the board of administration of the association. Unit owners other than the developer are entitled to elect not less than a majority of the members of the board of administration of an association:

(a) Three years after 50 percent of the units that will be operated ultimately by the association have been conveyed to purchasers;

(b) Three months after 90 percent of the units that will be operated ultimately by the association have been conveyed to purchasers;

(c) When all the units that will be operated ultimately by the association have been completed, some of them have been conveyed to purchasers, and none of the others are being offered for sale by the developer in the ordinary course of business;

(d) When some of the units have been conveyed to purchasers and none of the other are being constructed or offered for sale by the developer in the ordinary course of business; or

(e) Seven years after recordation of the declaration of condominium; or, in the case of an association which may ultimately operate more than one condominium, 7 years after recordation of the declaration for the first condominium it operates; or, in the case of an association operating a phase condominium created pursuant to s. 718.403, 7 years after recordation of the declaration creating the initial phase, whichever occurs first. The developer is entitled to elect at least one member of the board of administration of an association as long as the developer holds for sale in the ordinary course of business at least 5 percent, in condominiums with fewer than 500 units, and 2 percent, in condominiums with more than 500 units, of the units in a condominium operated by the association. Following the time the developer relinquishes control of the association, the developer may exercise the right to vote any developer-owned units in the same manner as any other unit owner except for purposes of reacquiring control of the association or selecting the majority member of the board of administration.

3.1 Election of Directors shall be conducted in the following manner:

(a) Election of Directors shall be held at the annual members' meeting, with the first election being at the first member meeting required to be called pursuant to Florida Statute 718.301 to elect a Board member, or members, to provide for the percentage of Unit Owners other than the Developer on the Board of Directors as required by Florida Statute 718.301. Said election of Unit Owners other than the Developer shall take place in accordance with the procedures as set forth in F.S. 718 and the Florida Administration Code, as amended. Election of Directors thereafter shall be at each year's annual meeting.

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

(c) Subsequent to delivery of control of the Board to the Unit Owners other than the Developer, pursuant to Florida Statute 718.301, any member of the board of administration may be recalled and removed from office with or without cause, by the vote or agreement in writing by a majority of all Unit Owners. A special meeting of the Unit Owners to recall a member or members of the board of administration may be called by ten percent (10%) of the Unit Owners giving notice of the meeting as required for a meeting of Unit Owners, and the notice shall state the purpose of the meeting. Recall shall operate in accordance with Florida Statute 718.112(2)(j).

(d) Provided, however, and subject to the provisions of Section 718.301(1), that until the Developer has relinquished control of the Association, the first directors of the Association shall serve, and in the event of vacancies, the remaining directors shall fill the vacancies, and if there are no remaining directors, the vacancies shall be filled by the Developer, and directors serving during the Developer's control cannot be removed by a vote pursuant to Paragraph (c) above. This shall not be interpreted or be construed so as to preclude annual meetings of the membership.

3.2 The term of each director's service, subject to the provisions of 3.1(d) above, shall be as follows: The first Board elected subsequent to the transfer of control to the Unit Owners shall elect two (2) Board members for two years and the remaining Board members for one year. At the end of the initial term, they shall thereafter be elected for two year terms, thereby staggering the Board members. In the event of a five member Board of Directors or a larger Board of Directors, the majority number of Directors shall be elected every two (2) years.

3.3 The organization meeting of a newly-elected Board of Directors shall be held within ten (10) days of their election at such place and time as shall be fixed by the Directors at the meeting at which they were elected, and a notice of such meeting shall be posted conspicuously on the condominium property at least forty-eight (48) continuous hours preceding the meeting.

3.4 Regular meeting of the Board of Directors may be held at such time and place as shall be determined, from time to time, by a majority of the directors. Notice of regular meetings shall be given to each director, personally or by mail, telephone or telegraph, at least forty-eight (48) continuous hours prior to the day named for such meeting. Notice to members of Directors meetings shall be given by posting such notice in a conspicuous place forty-eight (48) continuous hours in advance of said meeting. Said meeting shall be open to all Unit Owners.

3.5 Special meetings of the Board of Directors may be called by the President and must be called by the Secretary at the written request of one-third of the Directors. Not less than forty-eight (48) hours' notice of the meeting shall be given personally, by mail or telegraph, which notice shall state the time, place and purpose of the meeting. Notice to members of Directors meetings shall be given by posting such notice in a conspicuous place forty-eight (48) continuous hours in advance of said meeting. Said meeting shall be open to all Unit Owners.

3.6 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.

3.7 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 acts of the Board of Directors, except when approval by a greater number of directors is required by the Declaration of Condominium, the Articles of Incorporation or these Bylaws. Board Members attending by telephone conference where a speaker phone allows all conversation to be heard may be counted toward the quorum.

3.8 Adjourned meeting. If at any meeting of the Board of Directors there be less than a quorum present, the majority of those present may adjourn the meeting from time to time.

3.9 Member Attendance at Board Meetings. A Board member may submit in writing his or her agreement or disagreement with any action taken at a meeting that the member did not attend. This agreement or disagreement cannot be used as a vote for or against the action taken and may not be used for the purpose of creating a quorum for or against any action taken at the meeting and shall not be considered for purposes of determining a quorum.

3.10 The presiding officer of Directors' meetings shall be the Chairman of the Board if such an officer has been elected; and if none, the President shall preside. In the absence of the presiding officer, the directors present shall designate one of their number to preside.

- 3.11 The order of business at directors' meetings shall be:
- (a) Calling of roll
 - (b) Proof of due notice of meeting
 - (c) Reading and disposal of any unapproved minutes
 - (d) Reports of officers and committees
 - (e) Election of officers
 - (f) Unfinished business
 - (g) New business
 - (h) Adjournment

3.12 A Director shall not be entitled to, nor paid any fee for his services as a Director.

3.13 A Director shall be considered as present for a regular or special meeting if he is in simultaneous communication by telephone conference call or other media with all other Directors as well as other unit owners present at the meeting.

4. POWERS AND DUTIES OF THE BOARD OF DIRECTORS

4.1 All of the powers and duties of the Association existing under the Condominium Act, Declaration of Condominium, Articles of Incorporation and these Bylaws, shall be exercised exclusively by the Board of Directors, subject only to the approval by Unit Owners where such approval is specifically required. Without limiting the powers and duties of the Board of Directors, it shall have the following express powers, in addition to all others herein granted, and provided for by the Declaration of Condominium and the Condominium Act, to wit:

(a) To enter into a long-term management contract, providing for the management of the condominium property and of the recreation area, if any.

(b) To enter into contracts for the purpose of making available to the Owners and residents of the Units such services as, but not limited to, doorman and automobile parking; maid service, security and security alarm system, contracts for maintenance, repair, replacement of common elements and the like, provided, however, that the term of period of such contracts shall not exceed three (3) years, and provided, further, that said contracts may provide for additional extensions of the original term in the absence of written notice of termination by either party.

(c) To charge, assess and collect fees, charges, assessments, including reserves for the Condominium, not less frequently than quarterly, and to enforce the collection according to the Declaration of Condominium and the exhibits and as allowed by law. To lease, maintain, repair and replace the common elements.

(d) To purchase or lease real and personal property in the Association's name.

(e) The Directors shall keep minutes of all meetings of the Unit Owners and the Board of Directors, and said minutes, together with current copies of the Declaration, Articles of Incorporation, Bylaws, Rules and Regulations, books, records and audited financial statements shall be kept in a book available for inspection by Unit Owners, or their authorized representatives, any holder, insurer or guarantor of any first mortgage that is secured by a Unit, any prospective purchaser of a Unit, or any agency or corporation which has an interest or prospective interest in the Condominium, and Board members at any reasonable time. All accounting records and all minutes shall be retained for a period of time not less than seven years.

(f) To create and promulgate reasonable rules and regulations for the operation of the Condominium.

(g) To adopt a budget for the Association. Except notice of the meeting for adoption of the budget and a copy of the budget shall be mailed to all members thirty (30) days prior to the Board meeting.

4.2 The Association has the irrevocable right of access to each Unit, during reasonable hours, when necessary for the maintenance, repair, or replacement of any common elements or of any portion of a unit to be maintained by the Association pursuant to the Declaration or as necessary to prevent damage to the common elements or to a unit or units.

5. OFFICERS

5.1 The officers of the Association shall be a President, who shall be a Director, Secretary and a Treasurer, all of whom shall be elected annually by the Board of Directors, and such other officers as the Board of Directors may, from time to time, designate.

Any officer may be removed peremptorily, without cause, by a vote of two-thirds (2/3) of the directors present at any duly constituted meeting.

5.2 The President shall be the chief executive officer of the Association. He shall have all of the powers and duties 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, in his discretion, may determine appropriate to assist in the conduct of the affairs of the Association.

5.3 The Secretary shall keep the minutes of all proceedings of the directors and the members meetings; shall tend to the giving and serving of all notices to the members and directors and other notices required by law; shall have custody of the seal and affix it to instruments requiring a seal when duly signed; shall keep the records of the Association, and shall perform all duties incident to the office and as may be required by the directors or the President.

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

5.5 No compensation shall be paid to any officer of the Association. No officer who is a designee of the Developer shall receive any compensation for his services as an officer.

6. FISCAL MANAGEMENT

The provisions for fiscal management of the Association set forth in the Declaration of Condominium, Articles of Incorporation of the Association, and the Condominium Acts shall be supplemented by the following provisions.

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

(a) Current expenses, which shall include all receipts and expenditures within the year for which the budget is made, including, if applicable, but not limited to those expenses listed in F.S. 718.504(21), including a reasonable allowance for contingencies and working funds, except expenditures chargeable to reserves, to additional improvements or to operations. The balance in this fund at the end of each year shall be applied to reduce the assessments for operating expenses for the succeeding year, or may be distributed to the membership, as the Directors shall determine.

(b) Reserve accounts for capital expenditures and deferred maintenance. Each of these accounts shall include, but not be limited to roof replacement, building painting, water and sewer

facilities and pavement resurfacing. The establishment and funding of these reserve accounts shall be subject to the conditions and exceptions set forth in F.S. 718.112(2)(f).

(c) Operations, which shall include gross revenues from the use of Common Elements and from other sources. Only the additional direct expense required by any revenue producing operation will be charged to this account, and any surplus from any operation shall be used to reduce the assessments for current expense for the year during which the surplus is realized.

6.2 Budget. The Board of Directors shall adopt a Budget for each fiscal year that shall include the estimated funds required to defray the common expense and to provide and maintain funds for reserves. The form of the annual budget shall be in conformance with Chapter 718.112 and 718.504(21) of the Florida Statutes. A copy of the Budget shall be delivered by mail or hand delivery at the address of the Unit Owner existing on the books of the Association not less than fourteen (14) days prior to the meeting of the unit owners or the Board of Directors at which it is to be considered, together with a notice of that meeting. If an adopted budget requires assessment against the Unit Owners in any fiscal or calendar year exceeding 115% of the assessments for the preceding year, the Board, upon written application of 10% of the Unit Owners to the Board, shall call a special meeting of the Unit Owners within thirty days, upon not less than 10 days written notice to each Unit Owner. At the special meeting, the Unit Owners shall consider and enact a budget. The adoption of the budget requires a vote of not less than a majority of the vote of all Unit Owners. The budget shall be considered adopted if approved by a majority of the Unit Owners at the meeting or in writing. If a meeting of the Unit Owners has been called and a quorum is not attained or a substitute budget is not adopted by the Unit Owners, then the budget adopted by the Board of Directors goes into effect. In determining whether assessments exceed 115% of similar assessments in prior years, any authorized provisions for reasonable reserves for repair or replacement of the Condominium property, anticipated expenses by the Condominium Association which are not anticipated to be incurred on a regular annual basis, or assessments for betterments to the Condominium property must be excluded from the computation. However, as long as the Developer is in control of the Board of Administration, the Board may not impose an assessment for any year greater than 115% of the prior fiscal or calendar year's assessment without approval of the majority of all of the Unit Owners.

6.3 Assessments. Assessments against the Unit Owners for their share of the items of the budget shall be made for the fiscal year annually, in advance, 30 days preceding the fiscal year for which the assessments are made. Such assessments shall be due and payable as determined by the Board of Directors, but not less frequently than quarterly. 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 payments on such assessment shall be due and payable in the same manner as the prior 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. Unpaid assessments for the remaining portion of the fiscal year for which an amended assessment is made shall be payable as determined by the Board of Directors. Provided, nothing herein shall serve to prohibit or prevent the Board of Directors from imposing a lump sum assessment in case of any immediate need or emergency.

6.4 Acceleration of Assessment installments upon default. If a Unit Owner shall be in default in the payment of an assessment, the Board of Directors may accelerate the remaining annual balance of the assessment upon notice to the Unit Owner, and the then unpaid annual balance of the assessment shall be due and payable upon the date of filing the claim of lien.

6.5 The depository of the Association shall be such bank or savings and loan association as shall be designated from time to time by the directors and in which the monies of the Association shall be deposited. Withdrawal of monies from such accounts shall be only by such persons as are authorized by the directors, provided that a Management Agreement may include in its provisions authority in a designated agent to sign checks on behalf of the Association for payment of the obligations of the Association.

6.6 Fidelity bonds shall be required by the Board of Directors for all persons including officers and Directors controlling or disbursing funds of the Association in accordance with Florida Statute 718.111(11)(d). The premiums on such bonds shall be paid by the Association.

6.7 Financial Reporting. Within 90 days after the end of the fiscal year, the association shall prepare and complete, or cause to be prepared and completed by a third party, a financial report for the preceding fiscal year. Within 21 days after the financial report is completed or received by the association from the third party, the association shall mail to each unit owner at the address last furnished to the association by the unit owner, or hand deliver to each unit owner, a copy of the financial report or a notice that a copy of the financial report will be mailed or hand delivered to the unit owner, without charge, upon receipt of a written request from the unit owner. The division shall adopt rules setting forth uniform accounting principles and standards to be used by all associations and shall adopt rules addressing financial reporting requirements for the multicondominium associations. In adopting such rules, the division shall consider the number of members and annual revenues of an association. Financial reports shall be prepared as follows:

(a) An association that meets the criteria of this paragraph shall prepare or cause to be prepared a complete set of financial statements in accordance with generally accepted accounting principles. The financial statements shall be based upon the association's total annual revenues, as follows:

1. An association with total annual revenues of \$100,000 or more, but less than \$200,000, shall prepare compiled financial statements.

2. An association with total annual revenues of at least \$200,000, but less than \$400,000, shall prepare reviewed financial statements.

3. An association with total annual revenues of \$400,000 or more shall prepare audited financial statements.

(b) 1. An association with total annual revenues of less than \$100,000 shall prepare a report of cash receipts and expenditures.

2. An association which operates less than 50 units, regardless of the association's annual revenues, shall prepare a report of cash receipts and expenditures in lieu of financial statements required by paragraph(a).

3. A report of cash receipts and disbursements must disclose the amount of receipts by accounts and receipt classifications and the amount of the expenses by accounts and expense classifications, including but not limited to, the following, as applicable: costs for security, professional and management fees and expenses, taxes, costs for recreation facilities, expenses for refuse collection and utility services, expenses for lawn care, costs for building maintenance and repair, insurance costs, administration and salary expenses, and reserves accumulated and expended for capital expenditures, deferred maintenance, and any other category for which the association maintains reserves.

(c) An association may prepare or cause to be prepared, without a meeting of or approval by the unit owners:

1. Compiled, reviewed, or audited financial statements, if the association is required to prepare a report of cash receipts and expenditures;

2. Reviewed or audited financial statements, if the association is required to prepare compiled financial statements; or

3. Audited financial statements if the association is required to prepare reviewed financial statements.

(d) If approved by a majority of the voting interests present at a properly called meeting of the association, an association may prepare or cause to be prepared.

1. A report of cash receipts and expenditures in lieu of a compiled, reviewed, or audited financial statement;
2. A report of cash receipts and expenditures or a compiled financial statement in lieu of a reviewed or audited financial statement; or
3. A report of cash receipts and expenditures, a compiled financial statement, or a reviewed financial statement in lieu of an audited financial statement.

Such meeting and approval must occur prior to the end of the fiscal year and is effective only for the fiscal year in which the vote is taken. With respect to an association to which the developer has not turned over control of the association, all unit owners, including the developer, may vote on issues related to the preparation of financial reports for the first 2 fiscal years of the association's operation, beginning with the fiscal year in which the declaration is recorded. Thereafter, all unit owners except the developer may vote on such issues until control is turned over to the association by the developer.

COMINGLING. All funds collected by an association shall be maintained separately in the association's name. For investment purposes only, reserve funds may be commingled with operating funds of the association. Commingled operating and reserve funds shall be accounted for separately and commingled account shall not, at any time, be less than the amount identified as reserve funds. This subsection does not prohibit a multicondominium association from commingling the operating funds of separate condominiums or the reserve funds of separate condominiums. Furthermore, for investment purposes only, a multicondominium association may commingle the operating funds of separate condominiums with the reserve funds of separate condominiums. A manager or business entity required to be licensed or registered under s.468.432, or an agent, employee, officer, or director of an association, shall not commingle any association funds with his or her funds or with the funds of any other condominium association or the funds of a community association as defined in s.468.431.

7. 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, Articles of Incorporation, or these Bylaws.

8. AMENDMENTS

A resolution for the adoption of a proposed amendment of these Bylaws may be proposed by either the Board of Directors of the Association or by the members of the Association. Members may propose such an amendment by instrument in writing directed to the President or Secretary of the Board signed by not less than twenty percent (20%) of the membership. Amendments may be proposed by the Board of Directors by action of a majority of the Board at any regularly constituted meeting thereof. Upon an amendment being proposed as herein provided for, the President or, in the event of his refusal or failure to act, the Board of Directors, shall call a meeting of the membership to be held within sixty (60) days for the purpose of considering said amendment. Directors and members not present in person or by proxy at the meeting considering the amendment may express their approval or disapproval in writing, providing such approval or disapproval is delivered to the Secretary at or prior to the meeting provided such approval or disapproval shall not be used as a vote for or against the amendment and may not be used for the purposes of creating a quorum. Except as elsewhere provided, such approvals must be either by:

- (a) Not less than sixty-six and two thirds percent (66 2/3%) of the votes of the entire membership of the Association; or

8.1 Proviso. Provided, however, that no amendment shall discriminate against any condominium Unit Owner nor against any Condominium Unit or class or group of Units unless the Condominium Unit Owners so affected shall consent. No amendment shall be made that is in conflict with the Articles of Incorporation or the Declaration of Condominium. Each amendment shall, on the first page, identify the book and page of the Public Records where the declaration of each condominium operated by the Association is recorded.

8.2 Execution and Recording. A copy of each amendment shall be attached to a certificate certifying that the amendment was duly adopted as an amendment of the Declaration and Bylaws, which certificate shall be executed by The President or duly qualified officer of the Association with the formalities of a deed. The amendment shall be effective when such certificate shall be annexed to and recorded with an amendment to the Declaration of Condominium where the Condominium is located.

8.3 No Bylaws shall be revised or amended by reference to its title or number only. Proposals to amend existing Bylaws shall contain the full text of the Bylaws to be amended; new words shall be inserted in the text underlined, and words to be deleted shall be lined through with hyphens. Non-material errors or omissions in the Bylaw process shall not invalidate and otherwise properly promulgate an amendment. Extensive changes to the By-Laws may be changed in accordance with Florida Statute 718.112(2)(h)2.

9. STATUTORY INCLUSIONS

9.1 If the transfer, lease, sale, or sublease of a Unit by its owner is subject to notice or approval to the Condominium Association or any body thereof, a preset fee not to exceed the amount permitted by Florida Statute 718 may be charged by the Association in connection with any such transfer, sale, lease, or sublease to cover the Association's expenditures and services.

9.2 Notice of any meeting where assessments against Unit Owners are to be considered for any reason shall specifically contain a statement that assessments will be considered and the nature of any such assessments.

9.3 Mandatory non-binding arbitration. In the event of internal disputes arising from the operation of the condominium among Unit Owners, Associations, and their agents and assigns, the parties shall elect to resolve such disputes by submitting to mandatory non-binding arbitration in accordance with Florida Statutes 718.1255. If the parties agree to so submit, they shall make such election in writing filed with the Secretary of the Association.

9.4 Certificate of Compliance. A certificate of compliance from a licensed electrical contractor or electrician may be accepted by the association's board as evidence of compliance of the condominium units to the applicable fire and life safety code.

10. FINES - LEVY AND FORECLOSURE

10.1 The Board of Directors of the Association shall have the power and authority to levy and assess fines in accordance with the Declaration of Condominium, Articles of Incorporation, Bylaws and Rules and Regulation periodically created from time to time by the Board of Directors and/or the Association for the operation and management of the Condominium property.

10.2 In the event a fine is to be levied, the following procedure shall be followed:

(a) The party against whom the fine is sought to be levied shall be afforded an opportunity for hearing before a committee of other Unit Owners after reasonable notice of not less than 14 days, and said notice shall include:

- (1) A statement of the date, time and place of the hearing;
 - (2) A statement of the provisions of the Declaration, Association Bylaws, or Association rules which have allegedly been violated; and
 - (3) A short and plain statement of the matters asserted by the Association.
- (b) The party against whom the fine may be levied shall have an opportunity to respond, to present evidence, and to provide written and oral argument on all issues involved and shall have an opportunity at the hearing to review, challenge and respond to any material considered by the Association.
- (c) The hearing shall be conducted before a committee of other Unit Owners.
- (d) Subsequent to the hearing and any continuance thereof, but, nevertheless not later than 10 days following the adjournment of the hearing, in the event the Committee agrees with the fine, the Board of Directors shall make a final decision as to the levying and collection of the fine. In the event the Committee does not agree with the fine the fine shall not be levied or assessed by the Board. Such decision shall be delivered to the party against whom the fine is sought to be levied by notice in writing at the last known address of the party.

The foregoing were adopted as the Bylaws of The Association at the first meeting of the Board of Directors on the 10 day of October, 2003.

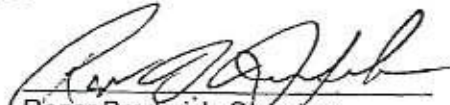

Roger Broderick, Secretary

EXHIBIT "E"

CONSENT OF MORTGAGEE

The undersigned, Kensington Bank, as Mortgagee, does hereby consent and join into the Declaration of Condominium of PARADISE PINES RV PARK CONDOMINIUM.

The Mortgagee owns a Mortgage dated the 23rd day of December, 2002, recorded the 6th day of January, 2003, at Official Record Book 5194, Page 348 public records of Pasco County, Florida. Such joinder and consent shall not be construed nor shall it affect the priority of lien of the Mortgagee on the real property which is declared to condominium ownership.

Dated this 5th day of August, 2004.

Witnesses:

FIRST KENSINGTON BANK

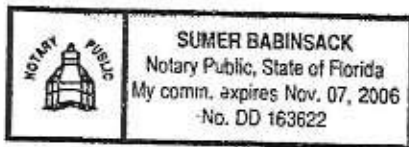
Sumer Babinsack
Print: Sumer Babinsack

By: *Frank Burke*
Print: Frank Burke
As: Executive Vice President

Dianne Gilson
Print: Dianne Gilson

STATE OF _____
COUNTY OF Pasco

The foregoing instrument was acknowledged before me this 6th day of August, 2004, by Frank Burke, as EVP, for FIRST KENSINGTON BANK.



Sumer Babinsack
Print: Sumer Babinsack
Notary Public

My commission expires:

Personally known OR produced identification _____
Type of identification produced: Driver's License OR other _____

OR BK 6088 PG 1809
50 of 61

2004147884

Prepared by and Return to:
Roger A. Larson, Esquire
Johnson, Pope, Bokor,
Ruppel & Burns, P.A.
P. O. Box 1368
Clearwater, FL 33757-1368

R

Rcpt: 805370 Rec: 103.50
DS: 0.70 IT: 0.00
08/05/04 MO Dpty Clerk

JED PITTMAN, PASCO COUNTY CLERK
08/05/04 10:30am 1 of 12
OR BK 5974 PG 1584

DECLARATION AND GRANT OF EASEMENT AND
NON-DISTURBANCE AGREEMENT

This Declaration and Grant of Easement and Non-Disturbance Agreement is made this 15th day of October, 2003, by PARADISE LAKES, INC., a Florida corporation, hereinafter referred to as "Declarant" and PARADISE PINES RV PARK CONDOMINIUM ASSOCIATION, INC., a Florida not-for-profit corporation, hereinafter referred to as "Grantee" and FIRST KENSINGTON BANK, a Florida banking corporation ("Bank").

WITNESSETH:

WHEREAS, for the purpose of this Declaration, the following terms shall have the following meanings:

- A. "Benefited Parties" shall mean and include:
1. The Grantee, its members, and Unit Owners within the Benefited Property, mortgagees, lessees and lawful occupants of the Benefited Property and each and every part thereof, including, specifically, by way of enumeration and without limitation, the Declarant.
 2. All licensees, invitees, members and guests of all or any of the persons mentioned in the preceding subparagraph A 1.
- B. "Benefited Property" shall mean and include the property described in Exhibit "A" attached hereto and incorporated herein, which property comprises proposed condominium units and the condominium property of Paradise Pines RV Park condominium to be recorded among the Public Records of Pasco County, Florida.
- C. "Declarant" shall mean Paradise Lakes, Inc., a Florida corporation, its successors and assigns.
- D. "Declarant Property" shall mean the real property set forth and described on Exhibit "B" attached hereto.
- E. "Utility and Drainage Easement Property" shall mean and include all that real property described in Exhibit "C" attached hereto.
- F. "Ingress/Egress Property" shall mean and include all of the real property described in Exhibit "C" attached hereto.
- G. "Easement Property" shall mean and include the "Utility and Drainage Easement Property" and the Ingress/Egress and Utility Easement Property".

H. "Mortgage" shall mean that certain mortgage owned and held by First Kensington Bank ("Bank") and described in Exhibit "D" attached hereto.

I. "Public Records" shall mean the Public Records of Pasco County, Florida.

J. "Utility" shall mean any duly licensed and authorized person, firm, corporation, or municipality providing or having the right to provide Utility Services as a public or private utility.

K. "Utility Services" shall mean the furnishing of water, sewer (storm and sanitary), drainage, electric, gas, telephone, cable television and other communication services and other services generally rendered by a Utility.

L. "Utility Line" shall mean the lines, wires, cables, pipes, manholes, catch basins, curbs, swales, systems, infrastructure improvements, and other service installations required to provide Utility Services.

WHEREAS, Declarant desires to provide ingress and egress for vehicular and pedestrian traffic to and from Leonard Road, a public right-of-way, and the Benefited Property, and to provide for the installation and maintenance of Utility Lines, in, on, over, under, and across the Easement Property, all subject to and upon the condition and stipulation hereinafter set forth.

NOW, THEREFORE, in consideration of the foregoing and for other good and valuable considerations, Declarant, for itself, its successors and assigns, hereby declare, grants and agrees as follows:

1. Recitals. The foregoing recitals and exhibits are hereby incorporated herein and made a part of this Declaration

2. Declaration. Subject to the conditions and stipulations hereinafter set forth, Declarant does hereby declare, grant and agree that there shall be and there hereby does exist upon and hereby creates in, on, over, under and across the Easement Property a non-exclusive, perpetual easement for ingress, egress, access and for vehicular and pedestrian traffic, and passage, and for Utility Services and the installation, maintenance, repair and replacement of Utility Lines in, on, over, under, and across the Easement Property for the benefit of the Benefited Property and all Benefited Parties and Declarant does hereby declare, grant and agree that there shall be and there does exist upon and hereby creates upon the Easement Property a non-exclusive, perpetual easement for drainage in, on, over, under and across the Drainage Easement Property for the benefit of the Benefited Property and all Benefited Parties. The easement created and granted hereunder shall be (without the necessity of restating such herein) a non-exclusive and perpetual easement for the limited purposes set forth herein and subject to all of the terms and conditions of this agreement. Nothing contained in this agreement shall be deemed to be or create a gift or dedication of any portion of the real property described herein to the general public or for any public use or purpose whatsoever, or to be a grant of rights benefiting any real property other than the Benefited Property and Declarant Property.

3. Benefit. For all purposes hereof, the Benefited Property shall be the dominant estate and the Easement Property shall be the servient estate. Provided, nothing herein shall prohibit or preclude the use of the Easement Property by the Declarant in common with the Benefited Parties for any purpose.

4. Use. Each Benefited Party may use and enjoy the rights and easements hereby declared, granted and created as follows:

A. The rights of ingress, egress, access, pedestrian and vehicular traffic and passage may be used and enjoyed by each Benefited Party to, from and between public streets and highways and any point on the Benefited Property abutting the Easement Property, and to and from and between any two points on the Benefited Property abutting the Easement Property.

B. The easement for installing and maintaining Utility Lines and providing Utility Service may be used and enjoyed only by the Utilities providing or intending to provide Utility Service to the Benefited Property. Installation, maintenance and repair of any Utility Lines shall be affected in such a manner so that the use of the Easement Property for ingress, egress, access, pedestrian and vehicular traffic and passage shall not be unreasonably interfered with during periods of construction or repair, and shall not be affected during other periods, it being intended hereby that the easements hereby conferred to provide Utility Services shall be for Utility Lines installed beneath the surface of the Easement Property. After the installation, repair or maintenance of the Utility Lines, the party affecting the same shall restore the Easement Property, including all roadway improvements to its original condition.

C. Use of the Easement Property, including the connection to the Utility Services shall be in common with the Declarant. The Declarant shall pay for its own use and connection to the Utility Services and Utility Lines, but shall have no obligation for the maintenance, repair or replacement of the Utility Lines, Utility Services, the roadway improvements or any other improvement within the Easement Property, which costs shall be an obligation of the Grantee, as a common expense.

D. The Easement Property shall be "cut out" from the Declarant Property for purposes of the establishment and payment of ad valorem real estate taxes. Any and all ad valorem taxes, assessments or governmental charges upon the Easement Property shall be the cost and expense of the Grantee, and the Grantee shall make such charge and expense, if any, a common expense payable and assessable to the condominium unit and the condominium unit owner.

E. The Grantee and each Benefited Party consent to the use of the Declarant Property for purposes permitted by the Pasco County Development Code. Such uses shall include, but not necessarily be limited to laundry facilities, convenience store items, parts, security offices, sales and general office and such other uses that are accessory uses customarily incidental to the permitted use.

5. Relocation. If Declarant at any time shall deem relocation of all or any portion of the Easement Property to be advisable, Declarant may, by written amendment hereto, without the consent of the Grantee or any of its members or any Benefited Party, or Unit Owners and executed solely by Declarant and any mortgagee of the property upon which the relocated Easement Property is to be located, and recorded in the Public Records of Pasco County, Florida, modify and amend the description of the Easement Property so that the location thereof shall be altered and relocated as set forth in such amendment, provided that:

A. The relocated easement, as provided for and granted, created and declared in such amendment, shall confer upon all Benefited Parties the same rights and easements over the relocated Easement Property as theretofore existed with respect to the originally described Easement Property or substitution thereof and shall be improved in the same manner as the improvements to the originally described Easement Property.

B. The relocated Easement Property shall be approximately the same width as the originally described Easement Property, and the relocated Easement Property shall be contiguous to and connected with the Easement Property not so relocated so that after such relocation, the Benefited Parties shall have contiguous, continuous and uninterrupted easements over all easement Property to and from Leonard Road, a publicly dedicated road.

C. Alter such amendment, all easements and rights with respect to the portion of the Easement Property originally described herein and thereby relocated shall cease and be of no further force and effect.

D. This Declaration and Grant of Easement and Non-Disturbance Agreement shall be a part of the condominium property as defined in the Declaration of Condominium of Paradise Pines RV Park condominium. The Grantee and each Benefited Party covenants and agrees to abide by and adhere to the terms and conditions of this agreement.

6. Non-exclusive. The easement and rights hereby created, declared and granted are non-exclusive and in common with the Declarant, and Declarant reserves unto itself, its successors and assigns, equivalent rights and easements over all of the Easement Property (including relocated Easement Property) for the benefit of the Declarant Property, and the right to grant easement rights to others, including Utilities, in, on, over, across, and under the Easement Property.

7. Perpetual. The easements and rights hereby created, declared and granted shall be perpetual and shall run with land to the Benefited Property and the Easement Property and for the Benefited Parties until relocated, amended or terminated in accordance with the terms of this Declaration. The ownership by the Declarant of both the Benefited Property and the Easement Property shall not cause any merger or impairment of the easement granted hereunder.

8. Amendment Modification and Termination. Except for amendments which may be executed only by Declarant with respect to relocation, this Declaration may be amended only by an instrument in writing executed by the owner of the Easement Property and the Grantee of the Benefited Property.

9. Hold Harmless and Indemnification. Except for the negligence, wrongdoing or misconduct of and/or by the Declarant, and its guests, invitees, employees, contractors and agents, the Grantee and the Benefited Parties agree to jointly and severally indemnify, defend and hold the Declarant harmless against and from any and all claims, loss, damage and expense by or on behalf of any person, firm or entity of any kind (including personal injury and/or loss or damage of personal property) arising in, on or about the Easement Property (i) by virtue of the use and occupancy of the Easement Property by the Grantee, the Benefited Parties and their invitees, guests, members, employees, contractors and agents and (ii) from any act, omission or negligence on the part of the Grantee or the Benefited Parties. Likewise, and recognizing the use of the Easement Property by the Declarant, its guests, invitees, employees, agents or contractors, except for the negligence, wrongdoing or misconduct of and/or by the Grantee or the Benefited Parties, and their guests, members, invitees, employees, contractors and agents, the Declarant agrees to indemnify, defend and hold the Grantee and Benefited Parties harmless against and from any and all claims, loss, damage and expense by or on behalf of any person, firm or entity of any kind (including personal injury and/or loss or damage of personal property) arising in, on or about the Easement Property (i) by virtue of the use and occupancy of the Easement Property by the Declarant, and its guests, invitees, employees, agents or contractors and (ii) from any act, omission or negligence on the part of the Declarant.

Notwithstanding the foregoing, whenever a transfer of ownership of any of the Declarant Property or Benefited Property described herein occurs, there shall be no further or additional liability relative to the transferor of such property, solely with respect to the property transferred, for any occurrence or the breach of any covenant that takes place following the transfer of ownership; provided, however, notwithstanding the foregoing, the transferor shall remain liable for any occurrences occurring prior to transferor's conveyance of title and for both prior and subsequent occurrences in the event the transferor continues to own any of the Declarant Property or the Benefited Property, as applicable.

10. Installation and Maintenance Of Security Systems. The Declarant shall have the right to install security gates or other security devices over, under and across the Easement Property to control, for security purposes, access to the Benefited Property. The cost of installation, operation, maintenance, repair and replacement of such security devices shall be the sole and exclusive obligation of the Declarant. Such security devices shall be constructed and maintained so as to allow all Benefited Parties access to the Benefited Property, through the implementation of card key devices, electronic activator devices, manual operation or other such means that is fully usable by the Benefited Parties. The right herein granted is part of the bargained for consideration between the parties for the declaration and grant of this easement agreement.

11. Non-Disturbance. The Bank for itself, its successors and assigns, joins in and executes this Declaration and agrees:

A. That the easements and rights declared and granted hereunder shall not be extinguished, diminished, or interfered with or disturbed by Bank; and

B. Should the interest of Declarant or the Grantee or any Benefited Party, their successors or assigns be acquired by Bank by reason of foreclosure of their mortgage or other proceedings brought to enforce the rights of the holder thereof by deed in lieu of foreclosure or by any other method, or if such interest shall be acquired by a third party at a foreclosure sale, the easements and rights declared and granted hereunder shall continue in full force and effect and shall not be terminated or disturbed; and

C. The lien of its mortgage is subordinate to this Declaration and the easements granted hereunder.

12. Attorney's Fees and Costs. In the event any party is required to enforce the terms and conditions of this Agreement, then, in such event, the prevailing party shall be entitled to be reimbursed for all costs, including reasonable attorney's fees, incurred by the prevailing party at both trial and appellate levels.

13. Binding Agreement. This Agreement shall be binding and enforceable upon the parties hereto, their personal representatives, the Grantee, the Declarant and the Benefited Parties. This Agreement, except as specifically permitted herein, shall not be altered, amended or otherwise changed except by the express written agreement of the Declarant and the Grantee, as agent for all Benefited Parties.

14. Notice. All notices required under the terms of this Agreement shall be made in writing and shall be deemed to have been duly given either: (i) three (3) days after their deposit in the United States mail, postage prepaid, or (ii) two (2) days after their deposit in a nationally recognized overnight courier service, or (iii) on the day of their personal delivery, if addressed or delivered to Declarant or Grantee at their following respective addresses, or such other address as is specified in writing by any party to the others, provided that no change of address shall be effective unless the changing party first serves notice of such change of address on the other in writing, by certified mail, with return receipt requested, retaining a copy of such return receipt in its files. Moreover, in connection with any such change of address, Grantee and Declarant shall only be allowed to specify up to one (1) location at which such notice should be given, and any notice to such addresses shall be deemed effective as to all of the Declarant, the Grantee and , as applicable.

Grantee: Paradise Pines Condominium Association, Inc.
Attention: President
937 Leonard Road
Lutz, Florida 33549

Declarant: Paradise Lakes, Inc.
Attention: President
2001 Brinson Road
Lutz, Florida 33558

Bank: First Kensington Bank
P. O. Box 3399
Spring Hill, Florida 34611

15. Applicable Law. The validity of this Agreement and all of its terms and provisions, as well as the rights and duties of the parties hereunder, shall be interpreted and construed in accordance with the laws of the State of Florida.

16. Interpretation. The titles of sections have been inserted as a matter of convenience of reference only and shall not control or affect the meaning or construction of any of the terms or provisions hereof. No party shall be deemed to be the drafter of this Agreement and in the event this Agreement is ever construed by a court of law, such court shall not construe this Agreement or any provision of this Agreement against any party as the drafter of this Agreement. References herein to "Section" and similar references are to the indicated provision of this Agreement unless otherwise qualified. "Include," "including" and similar terms are not used herein as words of limitation. Wherever from the context it appears appropriate, each term stated in either the singular or the plural shall include the singular and the plural and all pronouns stated in either the masculine, the feminine or the neuter gender shall include the masculine, feminine and neuter gender.

IN WITNESS WHEREOF, the parties hereto have caused this Declaration to be duly executed on the day, month and year first above written.

Witnesses:

Elizabeth K Sumlin
Print Name: ELIZABETH K SUMLIN

Toby L. Caroline
Print Name: TOBY L. CAROLINE

PARADISE LAKES, INC.

By: *[Signature]*
Joseph T. Lettelleir, President

"Declarant"

STATE OF FLORIDA
COUNTY OF PASCO

I HEREBY CERTIFY that on this day personally appeared before me, an officer duly authorized to take acknowledgments, Joseph T. Lettelleir as President of Paradise Lakes, Inc., who is personally known to me or who has produced drivers license as identification, and he is the person described in and who executed the foregoing Declaration and Grant of Easement and Non-Disturbance Agreement, and he acknowledged then and there before me that he executed the same for the purposes therein expressed.

WITNESS my hand and official seal this 14th day of October, 2003.

Toby L. Caroline
Notary Public
My commission expires:

Witnesses:

Elizabeth K Sumlin
Print Name: ELIZABETH K SUMLIN

Toby L. Caroline
Print Name: TOBY L. CAROLINE

PARADISE PINES RV PARK CONDOMINIUM
ASSOCIATION, INC.

By: *[Signature]*
Joseph T. Lettelleir, President

"Grantee"

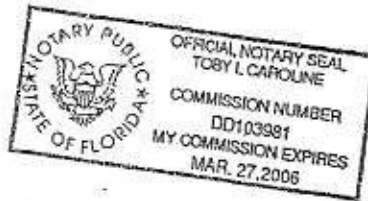
STATE OF FLORIDA
COUNTY OF PINELLAS

I HEREBY CERTIFY that on this day personally appeared before me, authorize4 to take acknowledgments, an officer duly authorized to take acknowledgements, Joseph T. Lettelleir as President of Paradise Pines RV Park Condominium Association, Inc., a Florida not-for-profit corporation, who is personally known to me or who has produced a drivers license as identification, and he is the person described in and who executed the foregoing Declaration and Grant of Easement and Non-Disturbance

Agreement, and he acknowledged then and there before me that he executed the same for the purposes therein expressed.

WITNESS my hand and official seal this 14th day of October, 2003.

Toby L. Carolini
Notary Public
My commission expires:



Witnesses:

Amy E. Hill
Print Name: Amy E. Hill
Kimberly Dennis
Print Name: Kimberly Dennis

FIRST KENSINGTON BANK

By: Frank Burke
FRANK BURKE, Its: EXEC. V.P.

"Bank"

STATE OF FLORIDA
COUNTY OF PASCO

I HEREBY CERTIFY that on 15th this day an officer duly authorized to take acknowledgments, FRANK BURKE as EVP of First Kensington Bank who is personally known to me or who has produced a drivers license as identification, and he is the person described in and who executed the foregoing Declaration and Grant of Easement and Non-Disturbance Agreement and he acknowledged then and there before me that he executed the same for the purposes therein expressed.

WITNESS my hand and official seal this 15th day of October, 2003.

Amy E. Hill
Notary Public
My commission expires

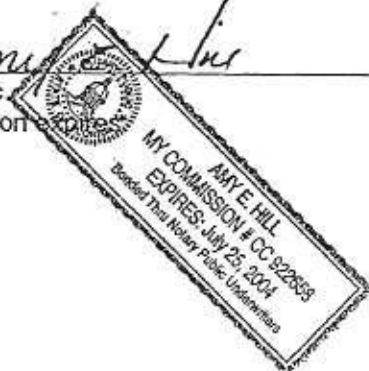


EXHIBIT "A"
BENEFITTED PROPERTY

Legal Description:

THE NORTHWEST ¼ OF THE NORTHEAST ¼ OF THE NORTHWEST ¼ OF SECTION 35, TOWNSHIP 26, SOUTH RANGE 18 EAST, PASCO COUNTY, FLORIDA, LESS AND EXCEPT ROAD RIGHT-OF WAY AND EASEMENTS SET FORTH IN THE O.R. BOOK 1925, PAGE 1224 OF THE PUBLIC RECORDS OF PASCO COUNTY, FLORIDA.

SAID PARCEL CONTAINING 9.36 ACRES, MORE OR LESS.

LESS THE FOLLOWING DESCRIBED PARCEL

A portion of land lying in the northwest ¼ of the northeast ¼ of the northwest ¼ of Section 35, Township 26 South, Range 18 East, Pasco County, Florida. Being further described as follows:

Commence at the northwest corner of Section 35, Township 26 South, Range 18 East, Pasco County, Florida; thence north 90°00'00" E 1316.10 feet on the north boundary of the northwest ¼ of said Section 35 to the northwest corner of the northeast ¼ of the northwest ¼ of said Section 35; thence S 00°11'08"E 60.00 feet to the south right of way line of Leonard Road; thence N90°00'00" E 377.77 feet along the south right of way line to Leonard Road to the POINT OF BEGINNING. Thence S00°00'00" E 60.21 feet to the beginning of a curve concave to the northwest having a radius of 40.00 feet; thence 26.74 feet along said curve through a central angle of 38°17'44"; thence S 38°17'44"W 5.82 feet; thence S51°42'16"E 5.00 feet; thence S38°17'44" W 21.83 feet, thence S 51°42'16' E 15.00 feet thence S38°17'44"W 13.09 feet to the beginning of a curve concave to the southeast having a radius of 15.00 feet; thence 12.02 feet along said curve through a central angle of 45°53'52"; thence S07°36'09" E22.53 feet; thence S51°42'16" E 55.01 feet; hence N38°17'44" E 84.31 feet to the beginning of a non-tangent curve concave to the southwest having a radius of 53.48 feet and to which point a radial line bears S67°10'17"W; thence 20.33 feet along said curve through a central angle of 21°47'03"; thence on a non-tangent line N45°23'15"E15 .00 feet to the beginning of a non-tangent curve concave to the southwest having a radius of 68.48 feet and which beginning a radial line bears S45°23'15"W; thence 8.48 feet along said curve through a central angle of 07°05'31"; thence N 51°42'16"W 19.22 feet; Thence N38°17'44"E 5.00 feet to the beginning of a non-tangent curve concave to the northeast having a radius of 35 feet and which beginning radial line bears N38°17'14" E; thence 31.58 feet along said curve through a central angle of 51°42'16"; thence N00°00'00" E 54.61 feet to the south right of way of Leonard Road. Thence S90°00'00"W 45.00 feet on the south line of said right of way to the POINT OF BEGINNING.

A portion of land lying in the northwest 1/4 of the northeast 1/4 of the northwest 1/4 of Section 35, Township 26 South, Range 18 East, Pasco County, Florida. Being further described as follows:

Commence at the northwest corner of Section 35, Township 26 South, Range 18 East, Pasco County, Florida; thence $N90^{\circ}00'00''E$ 1316.10 feet on the north boundary of the northwest 1/4 of said Section 35 to the northwest corner of the northeast 1/4 of the northwest 1/4 of said Section 35; thence $S00^{\circ}11'08''E$ 60.00 feet to the south right of way line of Leonard Road; thence $N90^{\circ}00'00''E$ 377.77 feet along the south right of way line of Leonard Road to the POINT OF BEGINNING. Thence $S00^{\circ}00'00''E$ 60.21 feet to the beginning of a curve concave to the northwest having a radius of 40.00 feet; thence 26.74 feet along said curve through a central angle of $38^{\circ}17'44''$; thence $S38^{\circ}17'44''W$ 5.82 feet; thence $S51^{\circ}42'16''E$ 5.00 feet; Thence $S38^{\circ}17'44''W$ 21.83 feet; thence $S51^{\circ}42'16''E$ 15.00 feet; thence $S38^{\circ}17'44''W$ 13.09 feet to the beginning of a curve concave to the southeast having a radius of 15.00 feet; thence 12.02 feet along said curve through a central angle of $45^{\circ}53'52''$; thence $S07^{\circ}36'09''E$ 22.53 feet; thence $S51^{\circ}42'16''E$ 55.01 feet; thence $N38^{\circ}17'44''E$ 84.31 feet to the beginning of a non-tangent curve concave to the southwest having a radius of 53.48 feet and to which point a radial line bears $S67^{\circ}10'17''W$; thence 20.33 feet along said curve through a central angle of $21^{\circ}47'03''$; thence on a non-tangent line $N45^{\circ}23'15''E$ 15.00 feet to the beginning of a non tangent curve concave to the southwest having a radius of 68.48 feet and which beginning a radial line bears $S45^{\circ}23'15''W$; thence 8.48 feet along said curve through a central angle of $07^{\circ}05'31''$; thence $N51^{\circ}42'16''W$ 19.22 feet; Thence $N38^{\circ}17'44''E$ 5.00 feet to the beginning of a non-tangent curve concave to the northeast having a radius of 35.00 feet and which beginning radial line bears $N38^{\circ}17'14''E$; thence 31.58 feet along said curve through a central angle of $51^{\circ}42'16''$; thence $N00^{\circ}00'00''E$ 54.61 feet to the south right of way of Leonard Road; Thence $S90^{\circ}00'00''W$ 45.00 feet on the south line of said right of way to the POINT OF BEGINNING.

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EXHIBIT "D"

The Mortgage dated December 23, 2002 recorded January 6, 2003 in O.R. Book 5194, page 348 of the Public Records of Pasco County, Florida as may thereafter be amended.

70
104.20



Rcpt: 805370 Rec: 103.50
DS: 0.70 IT: 0.00
08/05/04 WMO Dpty Clerk

Prepared by and Return to:
Roger A. Larson, Esquire
Johnson, Pope, Bokor,
Ruppel & Burns, P.A.
P. O. Box 1368
Clearwater, FL 33757-1368



JED PITTMAN PASCO COUNTY CLERK
08/05/04 10:30am 1 of 12
OR BK 5974 PG 1584

**DECLARATION AND GRANT OF EASEMENT AND
NON-DISTURBANCE AGREEMENT**

This Declaration and Grant of Easement and Non-Disturbance Agreement is made this 15th day of October, 2003, by PARADISE LAKES, INC., a Florida corporation, hereinafter referred to as "Declarant" and PARADISE PINES RV PARK CONDOMINIUM ASSOCIATION, INC., a Florida not-for-profit corporation, hereinafter referred to as "Grantee" and FIRST KENSINGTON BANK, a Florida banking corporation ("Bank").

WITNESSETH:

WHEREAS, for the purpose of this Declaration, the following terms shall have the following meanings:

- A. "Benefited Parties" shall mean and include:
 - 1. The Grantee, its members, and Unit Owners within the Benefited Property, mortgagees, lessees and lawful occupants of the Benefited Property and each and every part thereof, including, specifically, by way of enumeration and without limitation, the Declarant.
 - 2. All licensees, invitees, members and guests of all or any of the persons mentioned in the preceding subparagraph A 1.
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NOW, THEREFORE, in consideration of the foregoing and for other good and valuable considerations, Declarant, for itself, its successors and assigns, hereby declare, grants and agrees as follows:

1. Recitals. The foregoing recitals and exhibits are hereby incorporated herein and made a part of this Declaration

2. Declaration. Subject to the conditions and stipulations hereinafter set forth, Declarant does hereby declare, grant and agree that there shall be and there hereby does exist upon and hereby creates in, on, over, under and across the Easement Property a non-exclusive, perpetual easement for ingress, egress, access and for vehicular and pedestrian traffic, and passage, and for Utility Services and the installation, maintenance, repair and replacement of Utility Lines in, on, over, under, and across the Easement Property for the benefit of the Benefited Property and all Benefited Parties and Declarant does hereby declare, grant and agree that there shall be and there does exist upon and hereby creates upon the Easement Property a non-exclusive, perpetual easement for drainage in, on, over, under and across the Drainage Easement Property for the benefit of the Benefited Property and all Benefited Parties. The easement created and granted hereunder shall be (without the necessity of restating such herein) a non-exclusive and perpetual easement for the limited purposes set forth herein and subject to all of the terms and conditions of this agreement. Nothing contained in this agreement shall be deemed to be or create a gift or dedication of any portion of the real property described herein to the general public or for any public use or purpose whatsoever, or to be a grant of rights benefiting any real property other than the Benefited Property and Declarant Property.

3. Benefit. For all purposes hereof, the Benefited Property shall be the dominant estate and the Easement Property shall be the servient estate. Provided, nothing herein shall prohibit or preclude the use of the Easement Property by the Declarant in common with the Benefited Parties for any purpose.

4. Use. Each Benefited Party may use and enjoy the rights and easements hereby declared, granted and created as follows:

A. The rights of ingress, egress, access, pedestrian and vehicular traffic and passage may be used and enjoyed by each Benefited Party to, from and between public streets and highways and any point on the Benefited Property abutting the Easement Property, and to and from and between any two points on the Benefited Property abutting the Easement Property.

B. The easement for installing and maintaining Utility Lines and providing Utility Service may be used and enjoyed only by the Utilities providing or intending to provide Utility Service to the Benefited Property. Installation, maintenance and repair of any Utility Lines shall be affected in such a manner so that the use of the Easement Property for ingress, egress, access, pedestrian and vehicular traffic and passage shall not be unreasonably interfered with during periods of construction or repair, and shall not be affected during other periods, it being intended hereby that the easements hereby conferred to provide Utility Services shall be for Utility Lines installed beneath the surface of the Easement Property. After the installation, repair or maintenance of the Utility Lines, the party affecting the same shall restore the Easement Property, including all roadway improvements to its original condition.

C. Use of the Easement Property, including the connection to the Utility Services shall be in common with the Declarant. The Declarant shall pay for its own use and connection to the Utility Services and Utility Lines, but shall have no obligation for the maintenance, repair or replacement of the Utility Lines, Utility Services, the roadway improvements or any other improvement within the Easement Property, which costs shall be an obligation of the Grantee, as a common expense.

D. The Easement Property shall be "cut out" from the Declarant Property for purposes of the establishment and payment of ad valorem real estate taxes. Any and all ad valorem taxes, assessments or governmental charges upon the Easement Property shall be the cost and expense of the Grantee, and the Grantee shall make such charge and expense, if any, a common expense payable and assessable to the condominium unit and the condominium unit owner.

E. The Grantee and each Benefited Party consent to the use of the Declarant Property for purposes permitted by the Pasco County Development Code. Such uses shall include, but not necessarily be limited to laundry facilities, convenience store items, parts, security offices, sales and general office and such other uses that are accessory uses customarily incidental to the permitted use.

5. Relocation. If Declarant at any time shall deem relocation of all or any portion of the Easement Property to be advisable, Declarant may, by written amendment hereto, without the consent of the Grantee or any of its members or any Benefited Party, or Unit Owners and executed solely by Declarant and any mortgagee of the property upon which the relocated Easement Property is to be located, and recorded in the Public Records of Pasco County, Florida, modify and amend the description of the Easement Property so that the location thereof shall be altered and relocated as set forth in such amendment, provided that:

A. The relocated easement, as provided for and granted, created and declared in such amendment, shall confer upon all Benefited Parties the same rights and easements over the relocated Easement Property as theretofore existed with respect to the originally described Easement Property or substitution thereof and shall be improved in the same manner as the improvements to the originally described Easement Property.

B. The relocated Easement Property shall be approximately the same width as the originally described Easement Property, and the relocated Easement Property shall be contiguous to and connected with the Easement Property not so relocated so that after such relocation, the Benefited Parties shall have contiguous, continuous and uninterrupted easements over all easement Property to and from Leonard Road, a publicly dedicated road.

C. After such amendment, all easements and rights with respect to the portion of the Easement Property originally described herein and thereby relocated shall cease and be of no further force and effect.

D. This Declaration and Grant of Easement and Non-Disturbance Agreement shall be a part of the condominium property as defined in the Declaration of Condominium of Paradise Pines RV Park condominium. The Grantee and each Benefited Party covenants and agrees to abide by and adhere to the terms and conditions of this agreement.

6. Non-exclusive. The easement and rights hereby created, declared and granted are non-exclusive and in common with the Declarant, and Declarant reserves unto itself, its successors and assigns, equivalent rights and easements over all of the Easement Property (including relocated Easement Property) for the benefit of the Declarant Property, and the right to grant easement rights to others, including Utilities, in, on, over, across, and under the Easement Property.

7. Perpetual. The easements and rights hereby created, declared and granted shall be perpetual and shall run with land to the Benefited Property and the Easement Property and for the Benefited Parties until relocated, amended or terminated in accordance with the terms of this Declaration. The ownership by the Declarant of both the Benefited Property and the Easement Property shall not cause any merger or impairment of the easement granted hereunder.

8. Amendment Modification and Termination. Except for amendments which may be executed only by Declarant with respect to relocation, this Declaration may be amended only by an instrument in writing executed by the owner of the Easement Property and the Grantee of the Benefited Property.

9. Hold Harmless and Indemnification. Except for the negligence, wrongdoing or misconduct of and/or by the Declarant, and its guests, invitees, employees, contractors and agents, the Grantee and the Benefited Parties agree to jointly and severally indemnify, defend and hold the Declarant harmless against and from any and all claims, loss, damage and expense by or on behalf of any person, firm or entity of any kind (including personal injury and/or loss or damage of personal property) arising in, on or about the Easement Property (i) by virtue of the use and occupancy of the Easement Property by the Grantee, the Benefited Parties and their invitees, guests, members, employees, contractors and agents and (ii) from any act, omission or negligence on the part of the Grantee or the Benefited Parties. Likewise, and recognizing the use of the Easement Property by the Declarant, its guests, invitees, employees, agents or contractors, except for the negligence, wrongdoing or misconduct of and/or by the Grantee or the Benefited Parties, and their guests, members, invitees, employees, contractors and agents, the Declarant agrees to indemnify, defend and hold the Grantee and Benefited Parties harmless against and from any and all claims, loss, damage and expense by or on behalf of any person, firm or entity of any kind (including personal injury and/or loss or damage of personal property) arising in, on or about the Easement Property (i) by virtue of the use and occupancy of the Easement Property by the Declarant, and its guests, invitees, employees, agents or contractors and (ii) from any act, omission or negligence on the part of the Declarant.

Notwithstanding the foregoing, whenever a transfer of ownership of any of the Declarant Property or Benefited Property described herein occurs, there shall be no further or additional liability relative to the transferor of such property, solely with respect to the property transferred, for any occurrence or the breach of any covenant that takes place following the transfer of ownership; provided, however, notwithstanding the foregoing, the transferor shall remain liable for any occurrences occurring prior to transferor's conveyance of title and for both prior and subsequent occurrences in the event the transferor continues to own any of the Declarant Property or the Benefited Property, as applicable.

10. Installation and Maintenance Of Security Systems. The Declarant shall have the right to install security gates or other security devices over, under and across the Easement Property to control, for security purposes, access to the Benefited Property. The cost of installation, operation, maintenance, repair and replacement of such security devices shall be the sole and exclusive obligation of the Declarant. Such security devices shall be constructed and maintained so as to allow all Benefited Parties access to the Benefited Property, through the implementation of card key devices, electronic activator devices, manual operation or other such means that is fully usable by the Benefited Parties. The right herein granted is part of the bargained for consideration between the parties for the declaration and grant of this easement agreement.

11. Non-Disturbance. The Bank for itself, its successors and assigns, joins in and executes this Declaration and agrees:

A. That the easements and rights declared and granted hereunder shall not be extinguished, diminished, or interfered with or disturbed by Bank; and

B. Should the interest of Declarant or the Grantee or any Benefited Party, their successors or assigns be acquired by Bank by reason of foreclosure of their mortgage or other proceedings brought to enforce the rights of the holder thereof by deed in lieu of foreclosure or by any other method, or if such interest shall be acquired by a third party at a foreclosure sale, the easements and rights declared and granted hereunder shall continue in full force and effect and shall not be terminated or disturbed; and

C. The lien of its mortgage is subordinate to this Declaration and the easements granted hereunder.

12. Attorney's Fees and Costs. In the event any party is required to enforce the terms and conditions of this Agreement, then, in such event, the prevailing party shall be entitled to be reimbursed for all costs, including reasonable attorney's fees, incurred by the prevailing party at both trial and appellate levels.

13. Binding Agreement. This Agreement shall be binding and enforceable upon the parties hereto, their personal representatives, the Grantee, the Declarant and the Benefited Parties. This Agreement, except as specifically permitted herein, shall not be altered, amended or otherwise changed except by the express written agreement of the Declarant and the Grantee, as agent for all Benefited Parties.

14. Notice. All notices required under the terms of this Agreement shall be made in writing and shall be deemed to have been duly given either: (i) three (3) days after their deposit in the United States mail, postage prepaid, or (ii) two (2) days after their deposit in a nationally recognized overnight courier service, or (iii) on the day of their personal delivery, if addressed or delivered to Declarant or Grantee at their following respective addresses, or such other address as is specified in writing by any party to the others, provided that no change of address shall be effective unless the changing party first serves notice of such change of address on the other in writing, by certified mail, with return receipt requested, retaining a copy of such return receipt in its files. Moreover, in connection with any such change of address, Grantee and Declarant shall only be allowed to specify up to one (1) location at which such notice should be given, and any notice to such addresses shall be deemed effective as to all of the Declarant, the Grantee and , as applicable.

Grantee: Paradise Pines Condominium Association, Inc.
Attention: President
937 Leonard Road
Lutz, Florida 33549

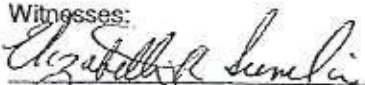
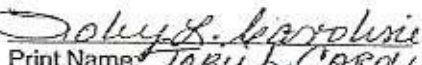
Declarant: Paradise Lakes, Inc.
Attention: President
2001 Brinson Road
Lutz, Florida 33558

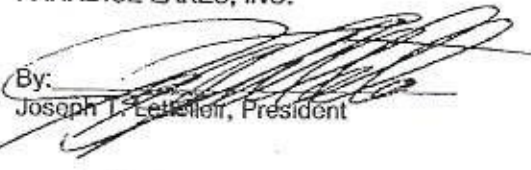
Bank: First Kensington Bank
P. O. Box 3399
Spring Hill, Florida 34611

15. Applicable Law. The validity of this Agreement and all of its terms and provisions, as well as the rights and duties of the parties hereunder, shall be interpreted and construed in accordance with the laws of the State of Florida.

16. Interpretation. The titles of sections have been inserted as a matter of convenience of reference only and shall not control or affect the meaning or construction of any of the terms or provisions hereof. No party shall be deemed to be the drafter of this Agreement and in the event this Agreement is ever construed by a court of law, such court shall not construe this Agreement or any provision of this Agreement against any party as the drafter of this Agreement. References herein to "Section" and similar references are to the indicated provision of this Agreement unless otherwise qualified. "Include," "including" and similar terms are not used herein as words of limitation. Wherever from the context it appears appropriate, each term stated in either the singular or the plural shall include the singular and the plural and all pronouns stated in either the masculine, the feminine or the neuter gender shall include the masculine, feminine and neuter gender.

IN WITNESS WHEREOF, the parties hereto have caused this Declaration to be duly executed on the day, month and year first above written.


Witnesses:

Print Name: ELIZABETH K. SUMLIN

Print Name: TOBY L. CAROLINE

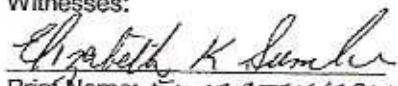
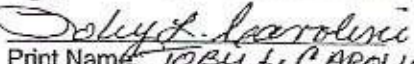
PARADISE LAKES, INC.
By: 
Joseph T. Lettelleir, President
"Declarant"

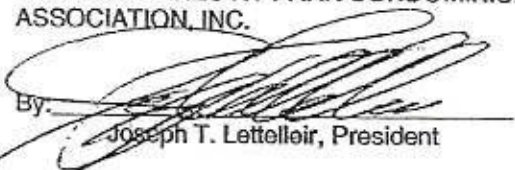
STATE OF FLORIDA
COUNTY OF PASCO

I HEREBY CERTIFY that on this day personally appeared before me, an officer duly authorized to take acknowledgments, Joseph T. Lettelleir as President of Paradise Lakes, Inc., who is personally known to me or who has produced drivers license as identification, and he is the person described in and who executed the foregoing Declaration and Grant of Easement and Non-Disturbance Agreement, and he acknowledged then and there before me that he executed the same for the purposes therein expressed.

WITNESS my hand and official seal this 14th day of October, 2003.


Notary Public
My commission expires:

Witnesses:

Print Name: ELIZABETH K. SUMLIN

Print Name: TOBY L. CAROLINE

PARADISE PINES RV PARK CONDOMINIUM
ASSOCIATION, INC.
By: 
Joseph T. Lettelleir, President
"Grantee"

STATE OF FLORIDA
COUNTY OF PINELLAS

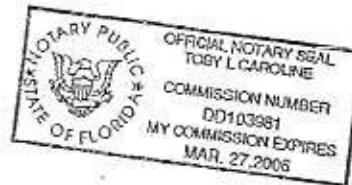
I HEREBY CERTIFY that on this day personally appeared before me, authorize4 to take acknowledgments, an officer duly authorized to take acknowledgements, Joseph T. Lettelleir as President of Paradise Pines RV Park Condominium Association, Inc., a Florida not-for-profit corporation, who is personally known to me or who has produced a drivers license as identification, and he is the person described in and who executed the foregoing Declaration and Grant of Easement and Non-Disturbance

Agreement, and he acknowledged then and there before me that he executed the same for the purposes therein expressed.

WITNESS my hand and official seal this 14th day of October, 2003.

Toby L. Carolone

Notary Public
My commission expires:



Witnesses:

Amy E. Hill
Print Name: Amy E. Hill
Kimberly Davis
Print Name: Kimberly Davis

FIRST KENSINGTON BANK

By: [Signature]
FRANK BURKE, Its: EXEC. V.P.

"Bank"

STATE OF FLORIDA
COUNTY OF PASCO

I HEREBY CERTIFY that on this day an officer duly authorized to take acknowledgments, FRANK BURKE as EVP of First Kensington Bank who is personally known to me or who has produced a drivers license as identification, and he is the person described in and who executed the foregoing Declaration and Grant of Easement and Non-Disturbance Agreement and he acknowledged then and there before me that he executed the same for the purposes therein expressed.

WITNESS my hand and official seal this 15th day of October, 2003.

[Signature]
Notary Public
My commission expires



EXHIBIT "A"
BENEFITTED PROPERTY**Legal Description:**

THE NORTHWEST ¼ OF THE NORTHEAST ¼ OF THE NORTHWEST ¼ OF SECTION 35, TOWNSHIP 26, SOUTH RANGE 18 EAST, PASCO COUNTY, FLORIDA, LESS AND EXCEPT ROAD RIGHT-OF WAY AND EASEMENTS SET FORTH IN THE O.R. BOOK 1925, PAGE 1224 OF THE PUBLIC RECORDS OF PASCO COUNTY, FLORIDA.

SAID PARCEL CONTAINING 9.36 ACRES, MORE OR LESS

LESS THE FOLLOWING DESCRIBED PARCEL

A portion of land lying in the northwest ¼ of the northeast ¼ of the northwest ¼ of Section 35, Township 26 South, Range 18 East, Pasco County, Florida. Being further described as follows:

Commence at the northwest corner of Section 35, Township 26 South, Range 18 East, Pasco County, Florida; thence north 90°00'00" E 1316.10 feet on the north boundary of the northwest ¼ of said Section 35 to the northwest corner of the northeast ¼ of the northwest ¼ of said Section 35; thence S 00°11'08"E 60.00 feet to the south right of way line of Leonard Road; thence N90°00'00" E 377.77 feet along the south right of way line to Leonard Road to the POINT OF BEGINNING. Thence S00°00'00" E 60.21 feet to the beginning of a curve concave to the northwest having a radius of 40.00 feet; thence 26.74 feet along said curve through a central angle of 38°17'44"; thence S 38°17'44"W 5.82 feet; thence S51°42'16"E 5.00 feet; thence S38°17'44" W 21.83 feet, thence S 51°42'16' E 15.00 feet thence S38°17'44"W 13.09 feet to the beginning of a curve concave to the southeast having a radius of 15.00 feet; thence 12.02 feet along said curve through a central angle of 45°53'52"; thence S07°36'09" E22.53 feet; thence S51°42'16" E 55.01 feet; hence N38°17'44" E 84.31 feet to the beginning of a non-tangent curve concave to the southwest having a radius of 53.48 feet and to which point a radial line bears S67°10'17"W; thence 20.33 feet along said curve through a central angle of 21°47'03"; thence on a non-tangent line N45°23'15"E15 .00 feet to the beginning of a non-tangent curve concave to the southwest having a radius of 68.48 feet and which beginning a radial line bears S45°23'15"W; thence 8.48 feet along said curve through a central angle of 07°05'31"; thence N 51°42'16"W 19.22 feet; Thence N38°17'44"E 5.00 feet to the beginning of a non-tangent curve concave to the northeast having a radius of 35 feet and which beginning radial line bears N38°17'14" E; thence 31.58 feet along said curve through a central angle of 51°42'16"; thence N00°00'00" E 54.61 feet to the south right of way of Leonard Road. Thence S90°00'00"W 45.00 feet on the south line of said right of way to the POINT OF BEGINNING.

A portion of land lying in the northwest 1/4 of the northeast 1/4 of the northwest 1/4 of Section 35, Township 26 South, Range 18 East, Pasco County, Florida. Being further described as follows:

Commence at the northwest corner of Section 35, Township 26 South, Range 18 East, Pasco County, Florida; thence N90°00'00"E 1316.10 feet on the north boundary of the northwest 1/4 of said Section 35 to the northwest corner of the northeast 1/4 of the northwest 1/4 of said Section 35; thence S00°11'08"E 60.00 feet to the south right of way line of Leonard Road; thence N90°00'00"E 377.77 feet along the south right of way line of Leonard Road to the POINT OF BEGINNING. Thence S00°00'00"E 60.21 feet to the beginning of a curve concave to the northwest having a radius of 40.00 feet; thence 26.74 feet along said curve through a central angle of 38°17'44"; thence S38°17'44"W 5.82 feet; thence S51°42'16"E 5.00 feet; Thence S38°17'44"W 21.83 feet; thence S51°42'16"E 15.00 feet; thence S38°17'44"W 13.09 feet to the beginning of a curve concave to the southeast having a radius of 15.00 feet; thence 12.02 feet along said curve through a central angle of 45°53'52"; thence S07°36'09"E 22.53 feet; thence S51°42'16"E 55.01 feet; thence N38°17'44"E 84.31 feet to the beginning of a non-tangent curve concave to the southwest having a radius of 53.48 feet and to which point a radial line bears S67°10'17"W; thence 20.33 feet along said curve through a central angle of 21°47'03"; thence on a non-tangent line N45°23'15"E 15.00 feet to the beginning of a non-tangent curve concave to the southwest having a radius of 68.48 feet and which beginning a radial line bears S45°23'15"W; thence 8.48 feet along said curve through a central angle of 07°05'31"; thence N51°42'16"W 19.22 feet; Thence N38°17'44"E 5.00 feet to the beginning of a non-tangent curve concave to the northeast having a radius of 35.00 feet and which beginning radial line bears N38°17'14"E; thence 31.58 feet along said curve through a central angle of 51°42'16"; thence N00°00'00"E 54.61 feet to the south right of way of Leonard Road; Thence S90°00'00"W 45.00 feet on the south line of said right of way to the POINT OF BEGINNING.

A portion of land lying in the northwest 1/4 of the northeast 1/4 of the northwest 1/4 of Section 35, Township 26 South, Range 18 East, Pasco County, Florida. Being further described as follows:

Commence at the northwest corner of Section 35, Township 26 South, Range 18 East, Pasco County, Florida; thence N90°00'00"E 1316.10 feet on the north boundary of the northwest 1/4 of said Section 35 to the northwest corner of the northeast 1/4 of the northwest 1/4 of said Section 35; thence S00°11'08"E 60.00 feet to the south right of way line of Leonard Road; thence N90°00'00"E 377.77 feet along the south right of way line of Leonard Road to the POINT OF BEGINNING. Thence S00°00'00"E 60.21 feet to the beginning of a curve concave to the northwest having a radius of 40.00 feet; thence 26.74 feet along said curve through a central angle of 38°17'44"; thence S38°17'44"W 5.82 feet; thence S51°42'16"E 5.00 feet; Thence S38°17'44"W 21.83 feet; thence S51°42'16"E 15.00 feet; thence N38°17'44"E 46.41 feet to the beginning of a curve concave to the south having a radius of 5.00 feet; thence 7.85 feet along said curve through a central angle of 90°00'00"; thence S51°42'16"E 44.93 feet to the beginning of curve concave to the southwest having a radius of 53.48 feet; thence 6.62 feet along said curve through a central angle of 7°05'31"; thence on a non-tangent line N45°23'15"E 15.00 feet to the beginning of a non-tangent curve concave to the southwest having a radius of 68.48 feet and which beginning a radial line bears S45°23'15"W; thence 8.48 feet along said curve through a central angle of 07°05'31"; thence N51°42'16"W 19.22 feet; thence N38°17'44"E 5.00 feet to the beginning of a non-tangent curve concave to the northeast having a radius of 35.00 feet and which beginning radial line bears N38°17'14"E; thence 31.58 feet along said curve through a central angle of 51°42'16"; thence N00°00'00"E 54.61 feet to the south right of way of Leonard Road; Thence S90°00'00"W 45.00 feet on the south line of said right of way to the POINT OF BEGINNING.

EXHIBIT "D"

The Mortgage dated December 23, 2002 recorded January 6, 2003 in O.R. Book 5194, page 348 of the Public Records of Pasco County, Florida as may thereafter be amended.

JOHNSON, POPE, BOKOR, RUPPEL & BURNS, LLP
ATTORNEYS AND COUNSELLORS AT LAW

E. D. ARMSTRONG III
BRUCE H. BOKOR
JOHN R. BONNER, SR.*
GUY M. BURNS
JONATHAN S. COLEMAN
STACY COSTNER
MICHAEL T. CRONIN
ELIZABETH J. DANIELS
BECKY FERRELL-ANTON

COLLEEN M. FLYNN
MARION HALE
SCOTT C. ILGENFRITZ
FRANK R. JAKES
TIMOTHY A. JOHNSON, JR.
SHARON E. KRICK
ROGER A. LARSON
JOHN R. LAWSON, JR.*
LEANNE LETIZE

MICHAEL G. LITTLE
MICHAEL C. MARKHAM
ZACHARY D. MESSA
A.R. "CHARLIE" NEAL
TROY J. PERDUE
F. WALLACE POPE, JR.
ROBERT V. POTTER, JR.
AUDREY B. RAUCHWAY
DARRYL R. RICHARDS

PETER A. RIVELLINI
DENNIS G. RUPPEL*
CHARLES A. SAMARKOS
PHILIP M. SHASTEN
JOAN M. VECCHIOLI
STEVEN H. WEINBERGER
JOSEPH J. WEISSMAN
STEVEN A. WILLIAMSON
*OF COUNSEL

PLEASE REPLY TO CLEARWATER

FILE NO. 106899

September 15, 2004

VIA EMAIL & U.S. MAIL

Ms. Paula K. Toole
Real Estate Development Specialist
1940 North Monroe Street
Tallahassee, FL 32399-1031

Re: Paradise Pines RV Park, a Condominium
Project No: PR68914
Developer: Paradise Lakes, Inc.

Dear Ms. Toole:

Enclosed is the Amendment to Filing, together with a copy of the revised Plat. The Plat was modified by deleting the notes on the first page and adjustment of the legal descriptions, none of which were significant.

Please advise of any comment on the proposed amendment at my address of 911 Chestnut Street, Clearwater, Florida 33756, by facsimile transfer at 727-462-0365 or at my email address of rogerl@jpfirm.com.

Also enclosed is a check in the amount of \$100 for the amendment filing fee.

Yours very truly,



Roger A. Larson

enclosure

#327715 v1 - ParadisePinesRVLtr.Toole(Amendment)/rms

CLEARWATER OFFICE
911 CHESTNUT ST.
POST OFFICE BOX 1368
CLEARWATER, FLORIDA 33757-1368
TELEPHONE: (727) 461-1818
TELECOPIER: (727) 462-0365

TAMPA OFFICE
100 N. TAMPA ST.
SUITE 1800
POST OFFICE BOX 1100
TAMPA, FLORIDA 33601-1100
TELEPHONE: (813) 225-2500
TELECOPIER: (813) 223-7118

CONDOMINIUM AMENDMENT FILING

The following information is hereby submitted in connection with the filing of amendments to condominium documents previously filed with the Division of Florida Land Sales and Condominiums pursuant to Rule 7D-17.06 of the Division:

1. Name and Physical Location of Condominium:

PARADISE PINES RV PARK, a Condominium

937 Leonard Road
Lutz, Florida 33549

2. Developer's Name and Mailing Address:

PARADISE LAKES, INC.

2001 Brinson Road
Lutz, Florida 33558

3. Division Identification Number: PR68914

4. Documents to Which Amendment Applies:

Plat

5. Book, page number and county where recorded:

N/A

6. Deletion of Notes and other items on the first page of the Plat. Adjusted legal descriptions, none of which were significant.

PARADISE PINES R.V. PARK CONDOMINIUM

A CONDOMINIUM R.V. SUBDIVISION IN SECTION 35, TOWNSHIP 26 SOUTH, RANGE 18 EAST PASCO COUNTY, FLORIDA

LEGAL DESCRIPTION AND DEDICATION:

THE NORTHWEST 1/4 OF THE NORTHEAST 1/4 OF SECTION 35, TOWNSHIP 26 SOUTH, RANGE 18 EAST, PASCO COUNTY, FLORIDA, LESS AND EXCEPT ROAD RIGHT-OF-WAY AND PASSENGER SET FORTH IN O.P. BOOK 1925, PAGE 1224, OF THE PUBLIC RECORDS OF PASCO COUNTY, FLORIDA, SAID PARCEL CONTAINING 9.38 ACRES, MORE OR LESS.

LESS THE FOLLOWING DESCRIBED PARCEL:

A portion of land lying in the northwest 1/4 of the northeast 1/4 of Section 35, Township 26 South, Range 18 East, Pasco County, Florida, being further described as follows:

Commence at the northeast corner of Section 35, Township 26 South, Range 18 East, Pasco County, Florida; thence N02°00'00"E 1316.10 feet to the north boundary of the northeast 1/4 of said Section 35 to the northeast corner of the northeast 1/4 of said Section 35; thence S00°11'00"E 50.00 feet to the south right of way line of Leeward Road; thence N07°00'00"E 377.77 feet along the south right of way line of Leeward Road to the POINT OF BEGINNING, thence S07°00'00"E 60.21 feet to the beginning of a curve concave to the northeast having a radius of 40.00 feet; thence S25°24'00"E 28.74 feet along said curve through a central angle of 38°17'44" thence S28°17'44" 5.82 feet; thence S01°42'18"E 5.00 feet; thence S28°17'44" 21.83 feet; thence S01°42'18"E 18.00 feet; thence S28°17'44" 13.09 feet to the beginning of a curve concave to the northeast having a radius of 15.00 feet; thence S51°42'18"E 45.01 feet; thence N28°17'44"E 86.31 feet to the beginning of a non-tangent curve concave to the southwest having a radius of 35.45 feet and its north point a radial line bears S57°10'17"N; thence S03°31'00"E 20.33 feet along said curve through a central angle of 21°14'03"E; thence on a non-tangent curve concave to the southwest having a radius of 35.45 feet and whose beginning is a radial line bears S45°23'18"W; thence S45°23'18"W 8.65 feet along said curve through a central angle of 27°00'21"; thence N31°42'18"E 18.22 feet; thence N28°17'44"E 5.00 feet to the beginning of a non-tangent curve concave to the northeast having a radius of 35.00 feet and whose beginning radial line bears N28°17'44"E; thence 31.58 feet along said curve through a central angle of 51°42'18"; thence N07°00'00"E 54.83 feet to the south line of way of Leeward Road; thence S07°00'00"E 43.00 feet to the south line of said right of way to the POINT OF BEGINNING.

TOGETHER WITH AN EGRESS/EGRESS & UTILITY EASEMENT.

A portion of land lying in the northwest 1/4 of the northeast 1/4 of the northeast 1/4 of Section 35, Township 26 South, Range 18 East, Pasco County, Florida, being further described as follows:

Commence at the northeast corner of Section 35, Township 26 South, Range 18 East, Pasco County, Florida; thence N07°00'00"E 1316.10 feet to the north boundary of the northeast 1/4 of said Section 35 to the northeast corner of the northeast 1/4 of said Section 35; thence S07°11'00"E 50.00 feet to the south right of way line of Leeward Road; thence N07°00'00"E 377.77 feet along the south right of way line of Leeward Road to the POINT OF BEGINNING, thence S07°00'00"E 60.21 feet to the beginning of a curve concave to the northeast having a radius of 40.00 feet; thence S25°24'00"E 28.74 feet along said curve through a central angle of 38°17'44" thence S28°17'44" 5.82 feet; thence S01°42'18"E 5.00 feet; thence S28°17'44" 21.83 feet; thence S01°42'18"E 18.00 feet; thence S28°17'44" 13.09 feet to the beginning of a curve concave to the northeast having a radius of 15.00 feet; thence S51°42'18"E 45.01 feet; thence N28°17'44"E 86.31 feet to the beginning of a non-tangent curve concave to the southwest having a radius of 35.45 feet and its north point a radial line bears S57°10'17"N; thence S03°31'00"E 20.33 feet along said curve through a central angle of 21°14'03"E; thence on a non-tangent curve concave to the southwest having a radius of 35.45 feet and whose beginning is a radial line bears S45°23'18"W; thence S45°23'18"W 8.65 feet along said curve through a central angle of 27°00'21"; thence N31°42'18"E 18.22 feet; thence N28°17'44"E 5.00 feet to the beginning of a non-tangent curve concave to the northeast having a radius of 35.00 feet and whose beginning radial line bears N28°17'44"E; thence 31.58 feet along said curve through a central angle of 51°42'18"; thence N07°00'00"E 54.83 feet to the south line of way of Leeward Road; thence S07°00'00"E 43.00 feet to the south line of said right of way to the POINT OF BEGINNING.

OWNER'S NOTES:

- 1) Structures are shown on the Survey Boundary Map of the NW 1/4 of Section 35, Township 26 South, Range 18 East as being in 609000'E.
- 2) The application of this plat represents a determination as to whether the proposed structures are in violation of the zoning ordinance of the County of Pasco, Florida. The Pasco County Building Department has previously requested zoning variances on development.
- 3) This is a land consumption and not a plat of the survey and certification does not apply to structures above the surface of the ground.
- 4) There are no parking areas.
- 5) There are no limited common elements.
- 6) Access is via a Dedication and Grant of Easement and Non-Detachment Agreement between the Applicant and the Pasco County Board of Commissioners and the Public Records of Pasco County, Florida.

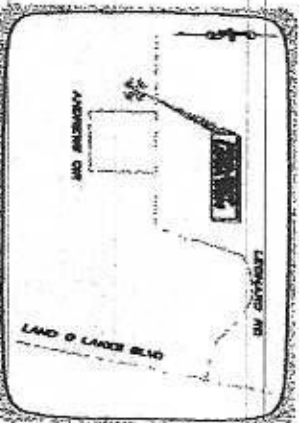
NOTICE: THIS PLAT, AS RECORDED IN ITS ORIGINAL POSITION, IS THE ORIGINAL REPRESENTATION OF THE SUBDIVIDED LANDS DESCRIBED HEREIN AND WILL IN NO CIRCUMSTANCES BE SUPERSEDED IN AUTHORITY BY ANY OTHER GRAPHIC OR PICTORIAL FORM OF THE PLAT.

SURVEYOR'S CERTIFICATION

I, THE UNDERSIGNED SURVEYOR AND JESSIE GUY ATTORNEY AT LAW, IN THE STATE OF FLORIDA, DO HEREBY CERTIFY ON THIS DAY OF _____, 2004, THAT THE CERTIFICATION OF THE UNDERSIGNED IS MATERIALLY CORRECT AND THAT THE INFORMATION CONTAINED HEREIN IS TRUE AND ACCURATE AND THAT I AM A LICENSED SURVEYOR IN THE STATE OF FLORIDA AND AM NOT PROVIDING ANY SERVICE OR INFORMATION IN CONNECTION WITH THE REPRESENTATION OF THE LOCATION AND DIMENSIONS OF THE PARCELS DESCRIBED HEREIN AND THAT THE CERTIFICATION, LOCATION, AND DIMENSIONS OF THE COMMON ELEMENTS AND OF EACH UNIT DO NOT DEPEND UPON THESE INSTRUMENTS.

BY _____ P.L.S. #5318

ALEX H. THOMPSON, SURVEYOR
 COMPANY: BS & ASSOCIATES
 1828 DALE MAHRY HIGHWAY SUITE 108
 LUTZ, FLORIDA, 33548
 (813) 937-9726



LOCATION SKETCH
 SECTION 35, TOWNSHIP 26 SOUTH, RANGE 18 EAST
 (SEE PLAT FOR DIMENSIONS)

NOTICE: THERE MAY BE ADDITIONAL RESTRICTIONS THAT ARE NOT RECORDED ON THIS PLAT THAT MAY BE FOUND IN THE PUBLIC RECORDS OF THIS COUNTY.



BS & ASSOCIATES
 1828 Dale Mahry Hwy
 Lutz, FL 33548
 (813) 937-9726
 Fax: (813) 938-9877

NOTED: THESE LOTS ARE SUBJECT TO RESTRICTIONS THAT MAY BE FOUND IN THE PLAT RECORDS OF THE COUNTY OF PASCO, FLORIDA.

PARADISE PINES R.V. PARK CONDOMINIUM

A CONDOMINIUM R.V. SUBDIVISION IN SECTION 35, TOWNSHIP 26 SOUTH, RANGE 18 EAST
PASCO COUNTY, FLORIDA

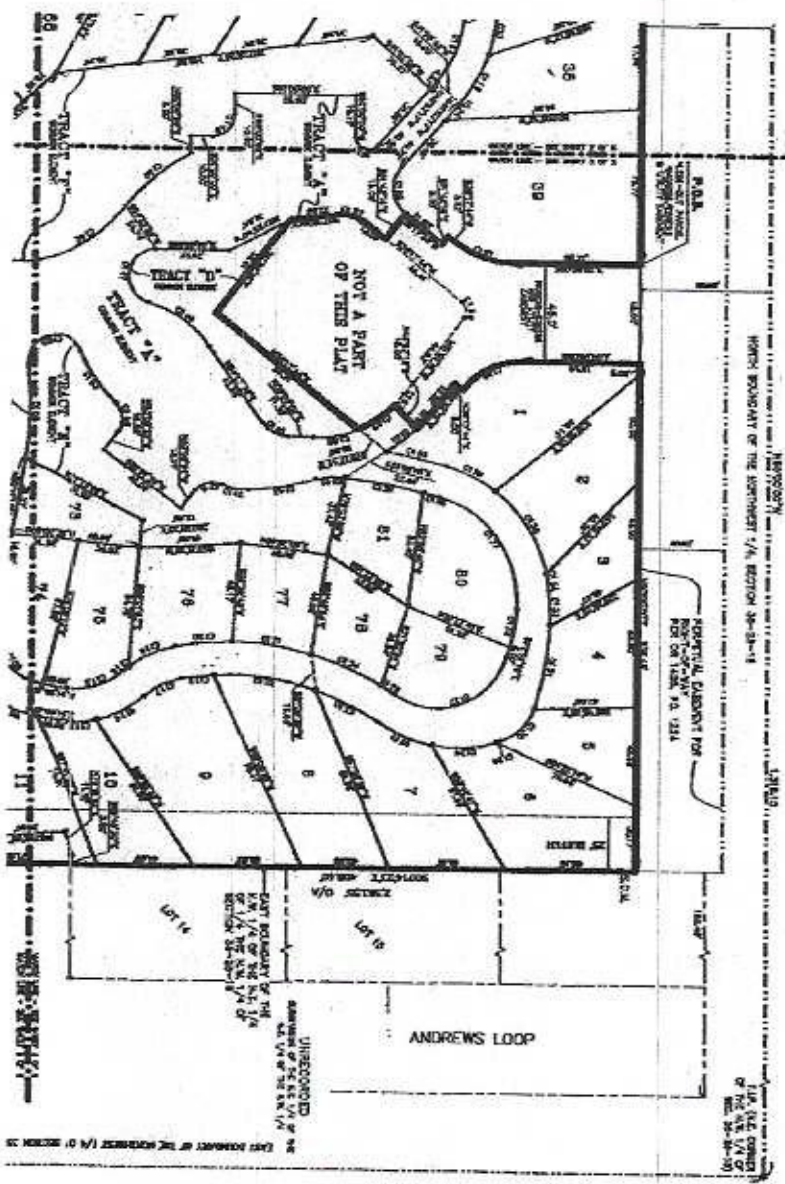
BST & ASSOCIATES

1835 Todd Highway Hwy.
Lutz, Florida 34134
Tel: (813) 944-3344
Fax: (813) 944-4777



| | |
|-------------|---------|
| LIVING ROOM | |
| Sheet 1 | Sheet 1 |
| Sheet 1 | Sheet 1 |

LEONARD ROAD



SCALE 1" = 30'

- LEGEND**
- 1. LOT, 1/2 AC. FRONT BOUNDARY
 - 2. LOT, 1/2 AC. FRONT BOUNDARY
 - 3. LOT, 1/2 AC. FRONT BOUNDARY
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PARADISE PINES R.V. PARK CONDOMINIUM

A CONDOMINIUM R.V. SUBDIVISION IN SECTION 35, TOWNSHIP 26 SOUTH, RANGE 18 EAST PASCO COUNTY, FLORIDA

PLAN BOOK —

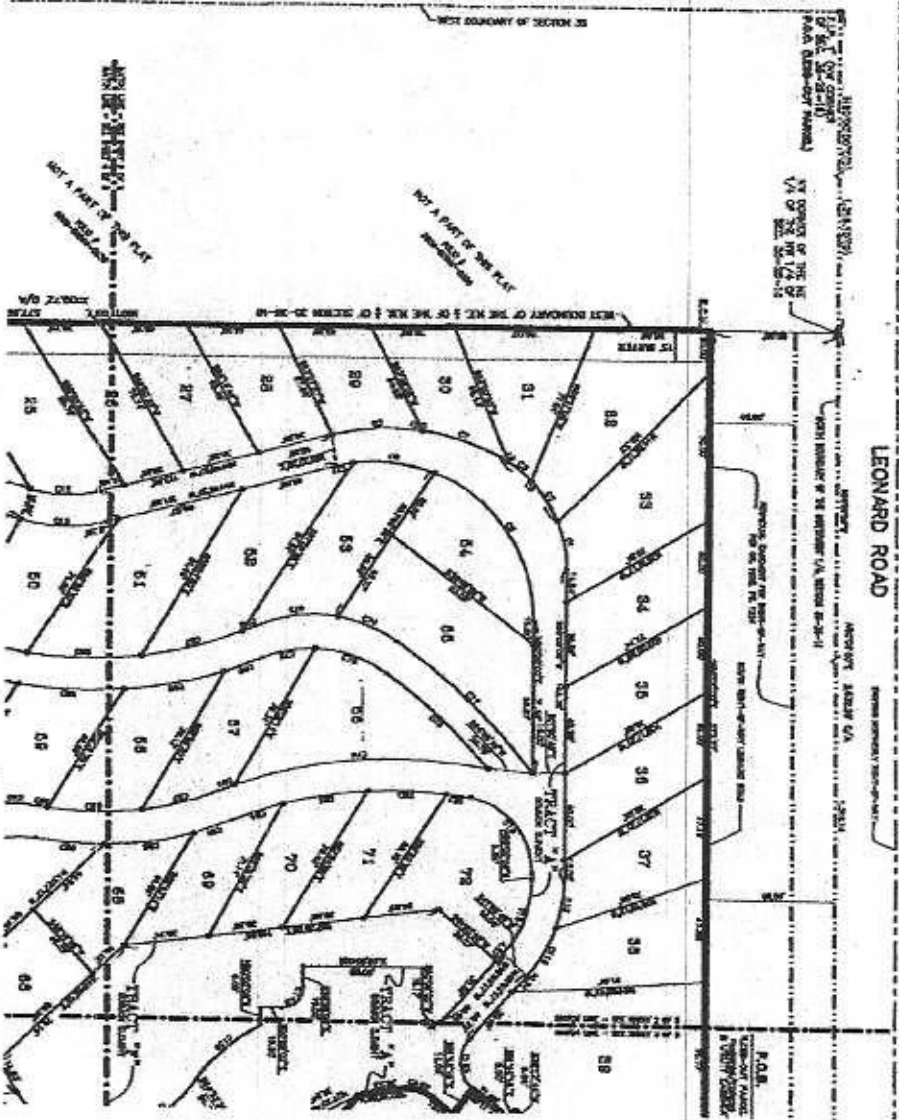
LEGEND

- SCALE: AS SHOWN ON SHEET 1-14
- PLAN: PREPARED FROM
- AS FOUND PL. MAP & DSR
- SEC. SECTION
- CON. SERIAL
- 1. V.P.M.C. SOUTHWEST FLORIDA WATER MANAGEMENT DISTRICT
- 2. H.M.C. D.O.M. A.M.C.
- 3. H.M.C. SOUTHWEST FLORIDA WATER MANAGEMENT DISTRICT
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- 99. H.M.C. SOUTHWEST FLORIDA WATER MANAGEMENT DISTRICT
- 100. H.M.C. SOUTHWEST FLORIDA WATER MANAGEMENT DISTRICT



GRADING SCALE

BSI & ASSOCIATES
1828 Dale Mabrey Hwy.
Suite 106
Tampa, Florida 33604
Phone: (813) 289-2222
Fax: (813) 289-8777



| LOT | OWNER | ACRES | AREA | PERCENT | REMARKS |
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SHEET 2 OF 3 SHEETS

44⁰⁰
Doc
Stamps
44.70



Rcpt: 854194 Rec: 44.00
DS: 0.70 If: 0.00
02/09/05 Dpty Clerk

Prepared by and Return to:
Roger A. Larson, Esquire
Johnson, Pope, Bokor,
Ruppel & Burns, LLP
911 Chestnut Street
Clearwater, Florida 33756



JED PITTMAN, PASCO COUNTY CLERK
02/09/05 03:49pm 1 of 5
OR BK 6224 PG 691

GRANT OF EASEMENT
FOR
INGRESS, EGRESS, ACCESS AND USE

This Grant of Easement for Ingress, Egress, Access and Use ("Easement") made by PARADISE LAKES, INC., a Florida corporation, whose address is 2001 Brinson Road, Lutz, Florida 33558 ("Grantor"), and PARADISE PINES RV PARK CONDOMINIUM ASSOCIATION, INC., a Florida not for profit corporation, whose address is 937 Leonard Road, Lutz, Florida 33549 ("Grantee").

RECITALS:

- A. Grantor is the owner of certain real property set forth and described on Exhibit "A" attached hereto ("Easement Lands").
- B. Grantee is the corporation that has been created to operate and manage the Condominium Property as described in the Declaration of Condominium of Paradise Pines RV Park, a condominium recorded October 29, 2004 in Official Record Book 6088, page 1760 of the Public Records of Pasco County, Florida ("Declaration") for the benefit of the Unit Owners as described in the Declaration ("Unit Owners") and their respective units ("Units") said Condominium Property and Units collectively referred to as the "Grantee Lands".
- C. Located within the Easement Lands are laundry facilities, restrooms, and showers ("Facilities").
- D. It is the intention by virtue of this Easement that the Grantor declare, grant and convey unto the Grantee and Unit Owners, the Grantee and Unit Owners successors and assigns, and as an appurtenance to the Grantee Lands a non- exclusive easement, in common with the Grantor, and in perpetuity for ingress and egress, over and across the Easement Lands to use the Facilities.

NOW THEREFORE, for and in consideration of the mutual covenants and promises as hereinafter expressed and other good and valuable considerations, the receipt and sufficiency of which is hereby acknowledged, the parties covenant and agree as follows:

- 1. Recitals. The recitals set forth above are true, accurate and correct and are incorporated herein by reference.
- 2. Grant of Easement to Grantee. The Grantor does hereby declare, grant and convey unto the Grantee and Unit Owners, the Grantee and Unit Owners successors and assigns, and as an appurtenance to the Grantee Lands a non- exclusive easement, in common with the Grantor, and in perpetuity for ingress and egress, over and across the Easement Lands to use the Facilities.
- 3. Maintenance, Repair and Replacement. The Grantee and Unit Owners shall be obligated for the costs of maintenance, repair and replacement of the Facilities. In the event the Grantor, or the Grantor's invitees or customers should damage or destroy any of the Facilities located on the Easement Lands then the Grantor shall be responsible for such repair. In the event of any one of the parties shall fail or refuse to so maintain, repair, or replace

and pay same, the other party shall have the right, but not the obligation, to pay the non-paying parties obligation and in such event shall have a right to place a recorded lien on the non-paying parties real property, being the Grantor Lands or the Grantee Lands, as the case may be, in the same manner and fashion as is permitted by Chapter 713 Florida Statutes and to foreclose such lien in the same manner as a mortgage. The prevailing party shall be entitled to costs plus a reasonable attorney's fee incurred at trial and appellate levels and through any administrative hearing or process including any proceeding in bankruptcy. The obligation of the non-paying party shall run with the land of the non-paying party and shall bind successors in title to the non-paying parties.

4. Binding Agreement. This Agreement is binding on the parties hereto, their successors and assigns and constitutes the full and complete understanding existing between the parties and the same shall not be altered, amended or otherwise changed except by the express written agreement of the parties.

5. Choice of Law. This Agreement shall be construed in accordance with the laws of the State of Florida.

IN WITNESS WHEREOF, the undersigned have hereunto set their hands and seals on this 17 day of December, 2004.

Witnesses:

Kim J. Clyde
Print Name: Kim J. Clyde
Gianne Salomon
Print Name: Gianne Salomon

PARADISE LAKES, INC., a Florida corporation

By: [Signature]
Print Name: Joseph T. Lettelleh
Title: President

"Grantor" and "Owner"

Signed, sealed and delivered in the presence of:

PARADISE PINES RV PARK
CONDOMINIUM ASSOCIATION, INC.
a Florida not for profit corporation

Kathleen E. Littlewood
Print name: Kathleen E. Littlewood
Lianne Solomon
Print name: Lianne Solomon

Joseph T. Lettelleir
Joseph T. Lettelleir
President

"Grantee"

STATE OF FLORIDA
COUNTY OF Pinellas

The foregoing instrument was acknowledged before me this 17th day of Dec., 2004, by Joseph T. Lettelleir, as President of Paradise Lakes, Inc., a Florida corporation, on behalf o the corporation. He/she is personally known to me or has produced the following as identification:

Kathleen E. Littlewood
Notary Public
Print Name: Kathleen E. Littlewood

My commission expires:



STATE OF FLORIDA
COUNTY OF Pinellas

The foregoing instrument was acknowledged before me this 17th day of Dec., 2004, by Joseph T. Lettelleir, as President of Paradise Pines RV Park Condominium Association, Inc., a Florida not for profit corporation, on behalf o the corporation. He/she is personally known to me or has produced the following as identification:

Kathleen E. Littlewood
Notary Public
Print Name: Kathleen E. Littlewood

My commission expires:



A portion of land lying in the Northwest $\frac{1}{4}$ of the Northeast $\frac{1}{4}$ of the Northwest $\frac{1}{4}$ of Section 35, Township 26 South, Range 18 East, Pasco County, Florida. Being further described as follows:


Commence at the Northwest corner of Section 35, Township 26 South, Range 18 East, Pasco County, Florida; Thence N90°00'00"E 1316.10 feet on the North boundary of the Northwest $\frac{1}{4}$ of said Section 35 to the Northwest corner of the Northeast $\frac{1}{4}$ of the Northwest $\frac{1}{4}$ of said Section 35; thence S00°11'08"E 60.00 feet to the South right of way line of Leonard Road; thence N90°00'00"E 377.77 feet along the South right of way line of Leonard Road; Thence S00°00'00"E 60.21 feet to the beginning of a tangent curve concave to the West having a radius of 40.00 feet a central angle of 38°17'44" thence along the arc of said curve 26.74 feet to the point of tangency; Thence S38°17'44"W 5.82 feet; Thence S51°42'16"E 5.00 feet; Thence S38°17'44"W 21.83 feet; Thence S51°42'16"E 15.00 feet to the POINT OF BEGINNING; Thence N38°17'44"E 46.41 feet to the beginning of a tangent curve concave South having a radius of 5.00 feet a central angle of 90°00'00" thence along the arc of said curve 7.85 feet to the point of tangency; Thence S51°42'16"E 44.93 feet to the beginning of a tangent curve concave to the Southwest having a radius of 53.48 feet a central angle of 28°52'34" thence along the arc of said curve 26.95 feet; thence departing said curve, S38°17'44"W 84.31 feet; Thence N51°42'16"W 55.01 feet; Thence N07°36'09"W 22.53 feet to the beginning of a tangent curve concave to the Southeast having a radius of 15.00 feet said curve having a central angle of 45°53'52" thence along the arc of said curve 12.02 feet to a point of tangency; thence N38°17'44"E 13.09 feet to the POINT OF BEGINNING.

CONSENT, JOINDER AND SUBORDINATION OF MORTGAGEE

First Kensington Bank is the owner and holder of a mortgage on some of the real property set forth in this Easement and does hereby consent to said Easement and joins in the declaration and grant of the Easement solely for the purpose of subordinating its lien interest in the real property to the Easement such that for all purposes the Easement shall be superior to the lien of First Kensington Bank on the real property its lien encumbers.

In witness whereof 2005, 2004. 2005 Feb has set its hand and seal this 3rd day of

FIRST KENSINGTON BANK

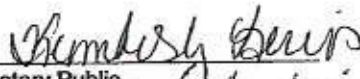
By: 
Print: MICHAEL R. NEMETZ
Title: SENIOR VICE PRESIDENT

STATE OF FLORIDA
COUNTY OF Polk

The foregoing instrument was acknowledged before me this 3 day of Feb, 2005, by Michael Nemetz as SR Vice President of First Kensington Bank, on behalf of the Bank. He/she is personally known to me or has produced the following as identification:



Kimberly Lewis
My Commission DD240844
Expires November 29, 2007


Notary Public
Print Name: Kimberly Lewis

My commission expires:

JOHNSON, POPE, BOKOR, RUPPEL & BURNS, LLP
ATTORNEYS AND COUNSELLORS AT LAW

E. D. ARMSTRONG III
BRUCE H. BOKOR
JOHN R. BONNER, SR.*
GUY M. BURNS
JONATHAN S. COLEMAN
STACY COSTNER
MICHAEL T. CRONIN
ELIZABETH J. DANIELS
BECKY FERRELL-ANTON

COLLEEN M. FLYNN
RINAT HADAS
MARION HALE
SCOTT C. ILGENFRITZ
FRANK R. JAKES
TIMOTHY A. JOHNSON, JR.
SHARON E. KRICK
ROGER A. LARSON
LEANNE LETTIZI

MICHAEL G. LITTLE
MICHAEL C. MARKHAM
ZACHARY D. MESSA
A.R. "CHARLIE" NEAL
TROY J. PERDUE
F. WALLACE POPE, JR.
ROBERT V. POTTER, JR.
AUDREY B. RAUCHWAY
DARRYL R. RICHARDS

PETER A. RIVELLINI
DENNIS G. RUPPEL*
CHARLES A. SAMARKOS
PHILIP M. SHASTEEN
JOAN M. VECCHIOLI
STEVEN H. WEINBERGER
JOSEPH J. WEISSMAN
STEVEN A. WILLIAMSON
*OF COUNSEL

PLEASE REPLY TO CLEARWATER

FILE NO. 104265

February 28, 2005

Mr. Joseph T. Lettelleir
Paradise Lakes, Inc.
2001 Brinson Road
Lutz, Florida 33558

Re: Paradise Pines RV Park, a condominium

Dear Mr. Lettelleir:

Enclosed is a copy of the recorded Certificate of Amendment for Paradise Pines RV Park, which amendment has added the Easement for Ingress, Egress, Access and Use and has been recorded at O.R. Book 6238, Page 1328 among the Public Records of Pasco County, Florida.

We have placed the original in the minute book.

If you have any questions, please feel free to contact me.

Sincerely yours,



Raina M. Sullivan
Administrative Assistant

enclosure

#339723 v1 - ParadisePinesRVLtr.Lettelleir/rms



2005032202

Rcpt: 857461 Rec: 78.00
DS: 0.00 IT: 0.00
02/22/05 Dpty Clerk

JED PITTMAN, PASCO COUNTY CLERK
02/22/05 09:39am 1 of 9
OR BK 6238 PG 1328

R

Prepared by and Return to:
Roger A. Larson, Esquire
Johnson, Pope, Bokor, Ruppel
& Burns, LLP
911 Chestnut Street
Clearwater, Florida 33756

CERTIFICATE OF AMENDMENT

The undersigned Joseph T. Lettelleir, as President of PARADISE PINES RV PARK CONDOMINIUM ASSOCIATION, INC., ("Association") does hereby certify that the attached Amendment was approved by 100% of the Unit Owners and duly adopted at a properly called meeting of the Board of Directors and Membership of the Association and the First Amendment shall be effective upon recordation among the Public Records of Pasco County, Florida.

PARADISE PINES RV PARK
CONDOMINIUM ASSOCIATION, INC.

By:
Joseph T. Lettelleir
President

Attest:

By:
Kim Clyde, Secretary

STATE OF FLORIDA
COUNTY OF Pinellas

The foregoing instrument was acknowledged before me this 28th day of December, 2004, by Joseph T. Lettelleir, President of Paradise Pines RV Park Condominium Association, Inc. He/she is personally known to me or has produced the following as identification:

Notary Public
Print Name: Kathleen E. Littlewood

My commission expires:



STATE OF FLORIDA
COUNTY OF Pinellas

The foregoing instrument was acknowledged before me this 28th day of December, 2004, by Kim Clyde, Secretary of Paradise Pines RV Condominium Association, Inc. He/she is personally known to me or [] has produced the following as identification:

Kathleen E. Littlewood
Notary Public
Print Name: Kathleen E. Littlewood

My commission expires:



#334029 v1 - ParadiseLakesCertificate

Prepared by and Return to
Roger A. Larson, Esquire
Johnson, Pope, Bokor, Ruppel
& Burns, LLP
911 Chestnut Street
Clearwater, FL 33756

OR BK 6238 PG 1330
3 of 9

FIRST AMENDMENT TO DECLARATION OF
CONDOMINIUM OF PARADISE PINES RV PARK, A CONDOMINIUM

This First Amendment to the Declaration of Condominium of Paradise Pines RV Park, a Condominium made as of the 17 day of December 2005 ("First Amendment") made by PARADISE LAKES, INC., a Florida corporation having a mailing address of 2001 Brinson Road, Lutz, Florida 33558 ("Developer") for and on behalf of the Developer, its successors, assigns and grantees and approved by Paradise Pines RV Park Condominium Association, Inc., ("Association") and all of its members.

WITNESSETH:

WHEREAS, the Developer recorded the Declaration of Condominium of Paradise Pines RV Park, a Condominium on October 29, 2004 in Official Record Book 6088, Page 1760 of the Public Records of Pasco County, Florida ("Declaration"); and

WHEREAS, the Developer is the owner of One Hundred Percent (100%) of the units in the condominium constituting all of the members of the Association and has, both as Developer and the owner of 100% of the units, executed and approved this First Amendment pursuant to meeting of the unit owners as provided in Section XVI of the Declaration; and,

WHEREAS, the Association has called and held a meeting of its Board of Directors and members at which meeting this First Amendment was unanimously approved.

NOW THEREFORE, the Declaration is hereby amended as follows:

1. Paragraph 2.9 is amended by adding paragraph (i) as follows:
(i) costs and expenses of the operation, maintenance and repair of the Easement for Ingress, Egress, Access and Use per Exhibit "G" attached hereto.
2. Paragraph 3.7 is added to the Declaration as follows:
3.7 Exhibit "G"- Easement for Ingress, Egress, Access and Use.
3. Paragraph 4.9 is added to the Declaration as follows:
4.9 Easement for Ingress, Egress, Access and Use. The Developer has granted to the Association and its members, as an appurtenance to the member's unit an Easement for Ingress, Egress, Access and Use as set forth in Exhibit "G".
4. Exhibit "G" is hereby attached and made part of the Declaration.

IN WITNESS WHEREOF, the Developer has executed this First Amendment this 17 day of December, 2005.

Witnesses:

Kim J. Clyde
Print Name: Kim J. Clyde
Kathleen E. Littlewood
Print Name: Kathleen E. Littlewood

PARADISE LAKES, INC., a Florida corporation
By: [Signature]
Joseph T. Lettelcir, President
(Developer and Owner of 100% of the Units)

Kim J. Clyde
Print Name: Kim J. Clyde
Kathleen E. Littlewood
Print Name: Kathleen E. Littlewood

PARADISE PINES RV PARK CONDOMINIUM ASSOCIATION, INC., a Florida not for profit corporation
By: [Signature]
Joseph T. Lettelcir, President
(Association)

STATE OF FLORIDA
COUNTY OF Pinellas

The foregoing instrument was acknowledged before me this ^{17th} ~~28th~~ day of December, 2004, by Joseph T. Lettelcir, President of Paradise Lakes, Inc., a Florida corporation, on behalf of the corporation. He/she is personally known to me or has produced the following as identification:

Kathleen E. Littlewood
Notary Public
Print Name: Kathleen E. Littlewood

My commission expires:



STATE OF FLORIDA
COUNTY OF Pinellas

The foregoing instrument was acknowledged before me this ^{17th} ~~28th~~ day of December, 2004, by Joseph T. Lettelcir, President of Paradise Pines RV Park Condominium Association, Inc., a Florida not for profit corporation, on behalf of the corporation. He/she is personally known to me or has produced the following as identification:

Kathleen E. Littlewood
Notary Public
Print Name: Kathleen E. Littlewood

My commission expires:



March 25, 2005



ENVIRONMENTAL
ENGINEERING
CONSULTANTS, INC.

Ms. Toby Caroline
Paradise Lakes Inc
P.O. Box 750
Land O' Lakes, FL. 34639

Re: Paradise Pines R.V. Individual lot setback

Dear ~~MS~~ Caroline:

I'm following up to your question, we researched our file to find that the site was zoned as a special exception to AR for a Travel Trailer Park in 1990/91.

In the recent development we met property setbacks for AR zoning and were approved by Pasco DRC.

In the individual lot setbacks we contacted Ms. Denise Hernandez of the Pasco Zoning Department (813-929-1350 or 727-847-8132). She had to research the information.

On March 24, 2005 she called me and indicated the RV setbacks were as follows in relation to the side and end of an R.V.

The side to side setback is 10 ft

The end to end setback is 6 ft

The side to end setback is 8 ft

Should you have any questions please call me at 237-3781

Sincerely,

ENVIRONMENTAL ENGINEERING CONSULTANTS, INC.


Robert E. Wallace III, PE

cc: Joe Lettelleir, PLI
Roger Larson

2000084.63

5119 NORTH FLORIDA AVENUE
P.O. BOX 7854
TAMPA, FLORIDA 33673
813/237-3781
800/229-3781
TELEFAX 813/238-0036
www.EEC-TAMPABAY.com

percent opaque and shall be a minimum of three (3) feet in height at the time of installation and all times thereafter. Height shall be measured at finished grade of the vehicular use area. A berm shall not be required within the clear-site triangle areas for any driveways or pedestrian walkways.

3. Shade trees shall be planted in staggered double rows with a maximum spacing of thirty (30) feet on center. Palms may be substituted for up to thirty (30) percent of the required shade trees and shall be planted in clusters with a minimum of three (3) palms per cluster with a maximum spacing of eight (8) feet on center. Exceptions will be made for *Phoenix spp.* (not including *roebelenii*), which may be planted individually. A maximum distance of thirty (30) feet shall be maintained between all types of tree clusters.

4. All portions of each site, which are not devoted to buildings, sidewalks, paving, or special landscape features shall be grassed. However, no more than thirty (30) percent of the required landscape area may be grassed, the balance shall be landscaped in shrubs and ground covers.

C. Refer to Section 803.9, Table 9-A, Buffer Requirements by Zoning Classification/Use for buffering requirements from adjacent property.

603.9 Landscape Buffering and Screening

A. The buffering and screening requirements of this section shall apply to all new development except single- and two-family lots not part of an approved overall development plan.

B. Existing Class I and II developments that do not provide the required right-of-way buffering as defined in this section, but have greenspace available between the development and the right-of-way, shall be brought into compliance to the maximum extent possible within one (1) year from the date of adoption of Ordinance No. 02-04. No existing structure, vehicular use area, or water management system shall be required to be altered or moved nor shall the construction of any berm be required to meet the provisions of Section 603.9 of this code.

C. Existing Class I and II developments which do not comply with the provisions of this subsection shall be brought into compliance according to the following:

1. When the vehicular use area is altered or expanded except for restriping, resealing, or resurfacing of lots/drives.

2. When an existing structure is redeveloped, remodeled, or renovated by more than twenty-five (25) percent of the Property Appraiser's appraised value of the existing structure.

3. Class I and II developments that are required pursuant to this Subsection C to be brought into compliance with this section shall be eligible to apply to the Board of County Commissioners through the County Administrator or his designee for reimbursement for the reasonable cost of trees in an amount not to exceed Ten Thousand and 00/100 Dollars (\$10,000.00) from the Tree Mitigation Fund.

4. A variance to the requirements of this subsection may be applied for pursuant to the procedural requirements of Section 316.2 of this Code. The applicant shall provide a bona fide, valid appraisal supporting the request and demonstrate the loss in substantial fair market value to the real property so that the owner is:

a. permanently unable to obtain the reasonable investment backed expectation with respect to the real property as a whole; or

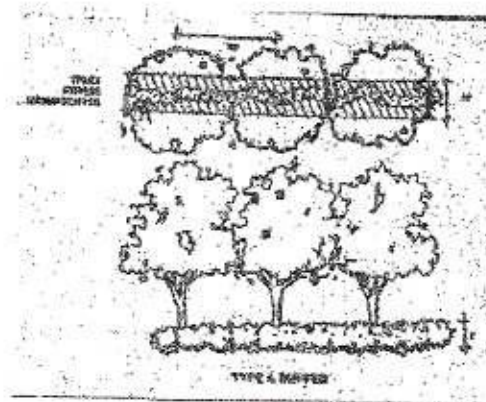
b. the real property owner permanently will bear a disproportionate share of a burden imposed for the good of the public, which in fairness should be borne by the public at large.

| BUFFER REQUIREMENTS BY ZONING CLASSIFICATION/USE TABLE 9-A | | | | | | | | | | |
|---|--|-----------------------|---|---|---|---|---|---|---|---|
| | Subject Property's District/Use | Adjacent District/Use | | | | | | | | |
| | | 1 | 2 | 3 | 4 | 5 | 6 | 7 | 8 | 9 |
| 1. | Agricultural Districts (AC, AC-1, AR, AR-1, AR-5) | — | — | — | — | — | — | — | — | — |
| 2. | Residential Single-Family Districts (ER, ER-1, R-1, R-2, R-3, R-4) | A | — | B | B | B | B | B | D | C |
| 3. | Multifamily Districts (MF-1, MF-2) | A | B | — | B | B | B | B | D | C |
| 4. | Mobile Home Districts (R-MH, R-1MH) | A | B | B | — | B | B | B | D | C |
| 5. | Commercial Districts/Uses (C-1, C-2, C-3) | A | B | B | B | A | A | A | D | B |
| 6. | Professional Office Districts/Uses (PO-1, PO-2) | A | B | B | B | A | A | A | D | B |
| 7. | Industrial Districts/Uses (I-1, I-2) | B | C | B | B | B | B | A | D | B |
| 8. | Rights-of-Way | — | D | D | D | D | D | D | — | I |
| 9. | Automotive Service Stations and Convenience Stores with Gas Pumps | B | C | C | C | B | B | B | I | B |
| 10. | Class I Mining Operations | | | C | C | C | C | C | C | C |

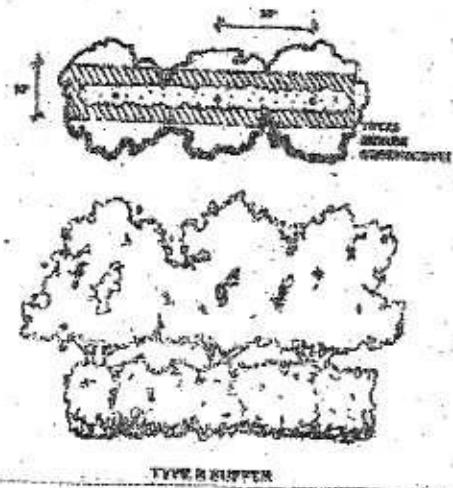
(i - Refer to Section 603.8.B of this ordinance for specific right-of-way buffer requirements for Automotive Service Stations and Convenience Stores with Gas Pumps.)

D. Buffer Types

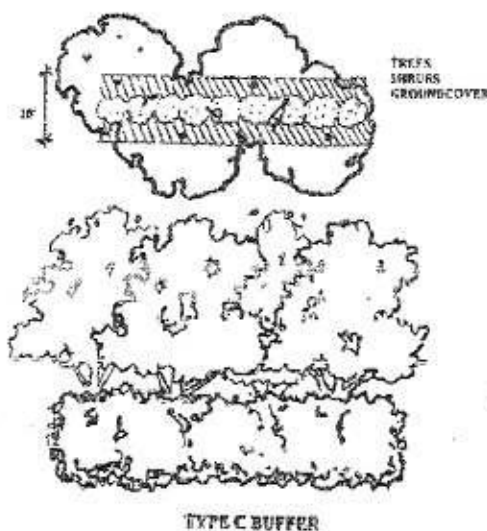
1. Type A buffer - A ten (10) foot wide buffer with a single row of trees spaced a maximum of thirty (30) feet on center and a continuous row of evergreen shrubs with a minimum height of twenty-four (24) inches at installation.



2. Type B buffer - A fifteen (15) foot wide buffer planted with a single row of trees having a maximum spacing of thirty (30) feet on center. A visual screen designed to be eighty (80) percent opaque within one (1) year and a minimum of six (6) feet in height at installation shall also be provided within the buffer. The screen may include an opaque fence, wall, hedge, berm, or any combination thereof. Wooden fences shall be prohibited. Walls and fences shall not exceed eight (8) feet in height. Shrubs that are used to provide a visual screen shall be spaced a maximum of five (5) feet on center.



3. Type C buffer - A twenty (20) foot wide buffer planted with two (2) staggered rows of trees with a maximum spacing of thirty (30) feet on center. A visual screen designed to be eighty (80) percent opaque within one (1) year and a minimum of six (6) feet in height at installation shall also be provided within the buffer. The screen may include an opaque fence, wall, hedge, berm, or any combination thereof. Wooden fences shall be prohibited. Walls and fences shall not exceed eight (8) feet in height. Shrubs that are used to provide a visual screen shall be spaced a maximum of five (5) feet on center.



4. Type D buffer (right-of-way buffer) - A landscape buffer shall be required adjacent to any road right-of-way external to the development project and adjacent to any access roads internal to a commercial development.

a. The minimum width of the right-of-way buffer shall vary according to the ultimate width of the abutting right-of-way as indicated below: