

# State of Florida

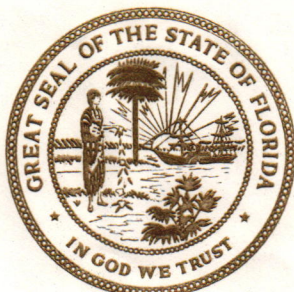


## Department of State

I certify that the attached is a true and correct copy of the Articles of Incorporation of  
GREEN DOLPHIN COMMONS, INC.

filed on October 23, 1979.

The Charter Number for this corporation is 749449.



CORP 104 Rev. 5-79

Given under my hand and the  
Great Seal of the State of Florida,  
at Tallahassee, the Capital, this the  
23rd day of October,  
1979.

Secretary of State



FILED  
OCT 23 10 09 AM '79  
SECRETARY OF STATE  
TALLAHASSEE, FLORIDA

ARTICLES OF INCORPORATION  
OF  
GREEN DOLPHIN COMMONS, INC.  
(A Corporation Not for Profit)

We, the undersigned, hereby associate ourselves together for the purpose of becoming incorporated under the laws of the State of Florida as a corporation not for profit, and hereby adopt the following Articles of Incorporation:

ARTICLE I - NAME AND PRINCIPAL  
PLACE OF BUSINESS OF THE CORPORATION

The name of this corporation, hereinafter called the "Commons Association," shall be GREEN DOLPHIN COMMONS, INC. Its principal office and place of business shall be at 1250 South Pinellas Avenue, Tarpon Springs, Florida, 33589. The Board of Directors may from time to time move the principal office of the Commons Association to any other address in the State of Florida.

ARTICLE II - PURPOSE AND POWERS

Section 1. The purpose for which the Commons Association is organized is to manage, operate and maintain certain properties for ingress and egress and certain other properties for recreational purposes which have been deeded to the corporation by the developer of the Green Dolphin Park Condominium. Said properties are subject to the declaration of servitude committing the same for the use and benefit of the unit owners of Green Dolphin Park Condominium and to such other condominiums to be developed on the properties adjacent thereto.

Section 2. The Commons Association shall have all of the rights, powers, duties and functions of a governing association as set forth in the Condominium Act, now or hereafter in effect, except as otherwise limited, if at all, by these Articles, and all powers and duties reasonably necessary to administer, govern and maintain the properties owned by it for the benefit of the condominium unit owners as set forth hereinabove pursuant to the declaration of



servitude to which the properties are subject and pursuant to the Declaration of Condominium for Green Dolphin Condominium and such other condominiums as may be developed adjacent thereto, including, but not limited to, the following:

(a) To make and collect assessments against the condominium associations organized to manage the various condominiums in Green Dolphin Park to defray the costs of the properties owned by the Commons Association.

(b) To use the proceeds of the assessments in the exercise of its powers and duties.

(c) To maintain, repair, replace and operate the properties owned by the Commons Association.

(d) To reconstruct improvements located upon said properties after casualty.

(e) To make and amend regulations respecting the use of the said properties.

(f) To enforce by legal means the provisions of these Articles, the By-Laws of the Commons Association, and the rules and regulations governing the use of the property.

(g) To contract for the management and maintenance of the properties and to authorize an management agent to assist in carrying out the powers and duties necessary to perform such functions as the submission of proposal, preparation of records, enforcement of rules and maintenance and repair of the properties with funds as shall be available to the corporation for such purposes. The corporation and its officers shall, however, retain at all times the powers and duties granted to it by the condominium documents and these Articles of Incorporation, including, but not limited to, the promulgation of rules, the execution of contracts and the collection of monies.

Section 3. The Commons Association shall additionally have all of the common law and statutory powers of a corporation not for profit which are not in conflict with the terms of these Articles.

Section 4. All funds and the titles to all properties acquired by the Commons Association and the proceeds thereof shall be held only for the benefit of the owners of apartments in a Green Dolphin Park Condominium.



ARTICLE III - QUALIFICATION OF MEMBERS  
AND THE MANNER OF THEIR ADMISSION

Section 1. The directors of an association formed to administer a condominium known as a Green Dolphin Condominium shall be a member of this Commons Association.

Section 2. Membership in this Commons Association shall be established by the recording of a Declaration of Condominium for a Green Dolphin Park Condominium and a certificate from the President of association formed to manage such a condominium, as to the name and address of each director of said newly formed condominium association. Each director shall have one vote unless the directors representing an association from one condominium elect to vote as a unit. In this event, the directors of each condominium shall have the number of votes as there are apartments in their condominium. For example, if the directors of Green Dolphin Park Condominium Association, Inc., elect to vote as a unit, they will have 144 votes, representing the number of apartments in Green Dolphin Park Condominium, a Condominium. The remaining directors voting as a unit shall have the number of votes as there are apartments in the condominium which they represent. Provided, however, that the developer of the Green Dolphin Park Condominium shall be entitled to elect or appoint at least one member to the Board of Directors until such time as 438 apartments have been committed to condominium ownership at the Green Dolphin Park Condominium or until such time as the developer shall have abandoned his plans for a phased development as provided for in Florida's Condominium Act. So long as the developer shall be entitled to elect a member of the Board of Directors such director representing the developer may elect to vote as a unit. In such event the director shall have 438 votes.

Section 3. No member of this Commons Association shall have any ownership in the assets of the Commons Association. All assets of this Commons Association shall be held by the members for



the benefit of the apartment owners in a condominium declared by a Declaration of Condominium of Green Dolphin Park.

ARTICLE IV - TERM OF EXISTENCE

The Commons Association shall have perpetual existence.

ARTICLE V - NAMES AND RESIDENCES OF THE SUBSCRIBERS

The names and addresses of the subscribers to these Articles are as follows:

<u>Name</u>	<u>Residence Address</u>
Lindon F. Lane	240 Windward Passage Clearwater, Florida 33515
Frank J. Eicher	1250 South Pinellas Avenue Tarpon Springs, Florida 33589
Margaret J. Saroukos	1250 South Pinellas Avenue Tarpon Springs, Florida 33589

ARTICLE VI - OFFICERS

Section 1. The officers of the Commons Association shall consist of a President, one or more Vice Presidents, a Secretary, a Treasurer, and any assistants to such officers as the Board of Directors may deem appropriate from time to time.

Section 2. The names of the officers who are to serve until the first election are:

<u>Name</u>	<u>Office</u>	<u>Address</u>
Lindon F. Lane	President	240 Windward Passage Clearwater, Florida 33515
Frank J. Eicher	Secretary	1250 South Pinellas Avenue Tarpon Springs, Florida 33589



Section 3. Officers of the Commons Association shall be elected at each annual meeting of the Board of Directors and shall hold office at the pleasure of the Board. Any officer may be removed at any meeting by the affirmative vote of the majority of the members of the Board either with or without cause, and any vacancy in any office may be filled by the Board at any meeting thereof.

#### ARTICLE VII - BOARD OF DIRECTORS

Section 1. The affairs and business of this Commons Association shall be managed and conducted by a Board of Directors consisting of not less than three (3) nor more than nine (9) persons.

Section 2. The names of the initial Board of Directors and their terms of office are as follows:

<u>Name</u>	<u>Term</u>
Lindon F. Lane	1 year
Frank J. Eicher	1 year
Margaret J. Saroukos	1 year

Section 3. At the expiration of the term of such initial Director, his successor shall be elected by the members of the Commons Association to serve for a term of one (1) year. A Director shall hold office until his successor has been elected and qualified.

Section 4. Directors may be removed with or without cause, by a majority vote of the membership at any annual meeting or any special meeting duly called therefor.

Section 5. In the event of a vacancy on the Board by reason of death, resignation or otherwise, a majority of the Board is authorized to fill the vacancy until the next annual meeting.







If, after a written request of any member of the Commons Association that the vacancy be filled, the Board fails or refuses to fill the vacancy for a period of ninety (90) days from the receipt of such notice, then the vacancy shall be filled by the members of the Commons Association at a duly called meeting.

#### ARTICLE VIII - BY-LAWS

The By-Laws of the Commons Association shall be adopted by the Board of Directors and may be altered, amended, or rescinded, in the manner provided in the By-Laws.

#### ARTICLE IX - AMENDMENTS TO THESE ARTICLES

Amendments to these Articles of Incorporation shall be proposed by a resolution adopted by a two-thirds (2/3rds) vote of the Board of Directors. The resolution shall then be presented to the membership of the Association. A two-thirds (2/3rds) vote of the membership cast at a duly called meeting shall be necessary to amend the Articles of Incorporation.

#### ARTICLE X - INDEMNIFICATION

Every director and officer of the Commons Association shall be indemnified by the Commons Association against all expenses and liabilities, including attorneys' fees, reasonably incurred by or imposed upon him in connection with any proceedings which he may be a party or in which he may become involved by reason of his being or having been a director or officer of the Commons Association or any settlement thereof, whether or not he is a director or officer at the time such expenses are incurred, except in such cases wherein the officer or directors is adjudged guilty of willful misfeasance or malfeasance in the performance of his duties; provided that in the event of a settlement the indemnification herein shall apply only when the Board of Directors has approved such settlement and



reimbursement as being in the best interests of the Commons Association. The foregoing right of indemnification shall be in addition to and not exclusive of all other rights to which the director or officer may be entitled.

ARTICLE XI - SEVERABILITY

Should any paragraph, sentence, phrase, or portion thereof, of any provision of these Articles or of the By-Laws or rules and regulations be held invalid, it shall not affect the validity of the remaining parts thereof or of the remaining instruments.

ARTICLE XII - APPOINTMENT OF AGENT  
FOR SERVICE OF PROCESS

Pursuant to Section 48.091, Florida Statutes, \_\_\_\_\_

Lindon F. Lane, 240 Windward Passage, Clearwater, Florida 33515

is appointed agent for service of process upon GREEN DOLPHIN COMMONS, INC.

IN WITNESS WHEREOF, the subscribing incorporators have hereunto set their hands and seals and caused these Articles of Incorporation to be executed this 1st day of October, 1979.

Lindon F. Lane (SEAL)

Frank J. Ecker (SEAL)

Margaret Harvick (SEAL)



STATE OF FLORIDA        )  
                                  )  
COUNTY OF PINELLAS    )

I HEREBY CERTIFY that on this day before me, the undersigned authority, personally appeared LINDON F. LANE, FRANK J. EICHER and MARGARET J. SAROUKOS, to me known to be the persons described as subscribers in, and who executed the foregoing Articles of Incorporation, as their own free act and deed.

WITNESS my hand and official seal at Dunedin, Florida, this 1st day of October, 1979.

Barbara M. Gobo  
Notary Public

My commission expires:

Notary Public, State of Florida at large  
My Commission Expires May 29, 1982  
Bonded By American Fire & Casualty Company





FILED

OCT 23 10 09 AM '79

CERTIFICATE DESIGNATING PLACE OF BUSINESS OR DOMICILE FOR THE SERVICE OF PROCESS WITHIN THIS STATE, NAMING AGENT UPON WHOM PROCESS MAY BE SERVED.

In pursuance of Chapter 48.091, Florida Statutes, the following is submitted, in compliance with said Act:

First--That Green Dolphin Commons, Inc.

desiring to organize under the laws of the State of Florida with its principal office, as indicated in the articles of incorporation at City of Tarpon Springs County of Pinellas, State of Florida

has named Lindon F. Lane

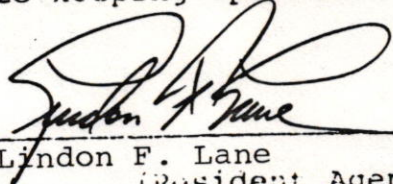
located at 240 Windward Passage  
(Street address and number of building,  
Post Office Box address not acceptable)

City of Clearwater, County of Pinellas,

State of Florida, as its agent to accept service of process within this state.

ACKNOWLEDGEMENT: (MUST BE SIGNED BY DESIGNATED AGENT)

Having been named to accept service of process for the above stated corporation, at place designated in this certificate, I hereby accept to act in this capacity, and agree to comply with the provision of said Act relative to keeping open said office.

By   
Lindon F. Lane  
(Resident Agent)



Prepared By and Return To:  
LEONARD J. MANKIN, P.A.  
28050 U.S. 19 N., Suite 100  
Clearwater, FL 33761

INST # 97-374758  
DEC 29, 1997 9:31AM

**ARTICLES OF AMENDMENT  
TO  
ARTICLES OF INCORPORATION  
OF  
GREEN DOLPHIN COMMONS, INC.**

PINELLAS COUNTY FLA.  
OFF.REC.BK 9946 PG 403

The undersigned, being officers of GREEN DOLPHIN COMMONS, INC., a Florida Corporation Not-For-Profit, do hereby certify that the following Amendment to the Articles of Incorporation of GREEN DOLPHIN COMMONS, INC. was approved by more than two-thirds (2/3) of the members of said corporation on the 19th day of November, 1997 at a duly called meeting after adoption of a Resolution by a two-thirds (2/3rds) vote of the Board of Directors in accordance with Article IX of the original Articles of Incorporation adopting the Amendments attached hereto and incorporated herein by reference as

RECORDING

REC 19.50 Schedule A entitled "Schedule of Amendments to Articles of  
DS \_\_\_\_\_  
INCORPORATION". The original Articles were recorded in the Public  
RECORDS \_\_\_\_\_  
OF \_\_\_\_\_  
PINELLAS COUNTY, Florida in O.R. Book 4928, Pages 942 et  
SEQ. \_\_\_\_\_  
seq. and re-recorded in O.R. Book 5325, Pages 852 et seq. and O.R.  
BOOK \_\_\_\_\_  
5465, Pages 695 et seq.

TOTAL 19.50  
SV

IN WITNESS WHEREOF we have hereunto set our hands and the corporate seal this 9th day of December, 1997.

(CORPORATE SEAL)

GREEN DOLPHIN COMMONS, INC.

By: Jean LaViolette  
JEAN LAVIOLETTE, President

ATTEST:


Richard Bullock  
RICHARD BULLOCK, Secretary



STATE OF FLORIDA  
COUNTY OF PINELLAS

On this 9<sup>th</sup> day of December, 1997, personally appeared  
JEAN LAVIOLETTE, President, and RICHARD BULLOCK, Secretary, of  
GREEN DOLPHIN COMMONS, INC., and acknowledged the execution of this  
instrument for the purposes herein expressed and who is personally  
known to me or who produced a driver's license as identification.

*Walter R. White*  
 Notary Public  
 Walter R White  
 Notary Public, State of Florida  
 My Comm. Expires Jul 29, 2000  
 No. CC573261  
 Bonded Thru: Official Notary Service  
 My commission expires: 7/29/2000


 Walter R White  
 Notary Public, State of Florida  
 My Comm. Expires Jul 29, 2000  
 No. CC573261  
 Bonded Thru: Official Notary Service  
 1-(800) 723-0121

4C091920 MBP 12-29-1997 09:11:49  
 01 DCL-GREEN DOLPHIN COMMONS INC  
 RECORDING 1 \$19.50  
 -----  
 TOTAL: \$19.50  
 CHECK AMT. TENDERED: \$19.50  
 CHANGE: \$0.00



**SCHEDULE OF AMENDMENTS  
TO  
ARTICLES OF INCORPORATION  
FOR  
GREEN DOLPHIN COMMONS, INC.  
(A Not-for-Profit Corporation)**

Note: The portions of this Amendment which are stricken through with hyphens, i.e. ~~hyphen~~, are deleted. The portions of this Amendment which are underlined constitute new words to be inserted into the paragraph.

**ARTICLE II - PURPOSE AND POWERS**

Section 2.

(f) To enforce by legal means the provisions of these Articles, the By-Laws of the Commons Association, and the rules and regulations governing the use of the property. Any attorney's fees and costs incurred, whether litigation is instituted or not, including any appellate fees, shall be paid by the party against whom enforcement is sought.

**ARTICLE III - QUALIFICATION OF MEMBERS  
AND THE MANNER OF THEIR ADMISSION**

Section 1. The directors of an association formed to administer a condominium known as Green Dolphin Condominium shall be a member of this Commons Association. The associations comprising Green Dolphin Park Condominium are as follows: 1) Green Dolphin Park Condominium Association, Inc.; 2) Green Dolphin Park Villas Condominium Association, Inc.; 3) Green Dolphin Park Mid-Rise Condominium Association, Inc.; 4) Green Dolphin Golfview Homes Condominium Association, Inc.

**ARTICLE VII - BOARD OF DIRECTORS**

(Note: Complete rewording of original text, see ARTICLE VII of the Articles of Incorporation for prior text)

Section 1. The affairs and business of this Commons Association shall be managed and conducted by a Board of Directors consisting of not less than four (4) nor more than eight (8) persons. Each member of the Board of Directors shall be an owner of a Green Dolphin Condominium. Each Association formed to administer a condominium known as a Green Dolphin Condominium shall be represented by at least one (1) Director but no more than two (2)



Directors may be a member of any individual Association.

Section 2. Each association which is a member of this Commons Association shall appoint a minimum of one (1) and a maximum of two (2) of the members of their association to serve on the Board of Directors of this Commons Association. In the event that an association fails or refuses to appoint a Director, then the Board of Directors shall consist of those Directors duly appointed in accordance with this section.

Section 3. A Director shall serve for a term of one (1) year. A Director shall hold office until his successor has been appointed and qualified.

Section 4. Directors may be removed with or without cause by the Board of Director's of the association they represent provided that a replacement is appointed by the represented association.

Section 5. In the event of a vacancy on the Board by reason of death, resignation or otherwise, the Board of Director's of the vacating Director's association is authorized to fill the vacancy until the next annual meeting. If the vacancy is not filled within thirty (30) days, a majority of the Commons Board shall fill the vacancy with a member of the vacating Directors' association.



BY-LAWS  
OF  
GREEN DOLPHIN COMMONS, INC.  
(A Corporation Not For Profit)

ARTICLE I - GENERAL

Section 1. The name, address and term of existence of the Commons Association shall be set forth in the Articles of Incorporation.

Section 2. The Commons Association shall have the rights, powers, duties and functions as set forth in the Articles of Incorporation.

Section 3. The members of the Commons Association, their qualifications and voting rights and the manner of transferring membership shall be as set forth in the Articles of Incorporation.

ARTICLE II - MEETINGS

Section 1. All annual and special meetings of the Commons Association shall be held at such place as may be permitted by law and from time to time fixed by the Board of Directors and designated in the notices of meetings.

Section 2. Annual meetings of the members of the Commons Association shall be held during the month of January of each year at a date, time and place fixed by the Board of Directors. Notice of the meeting, which shall include an agenda, shall be mailed to each member thirty (30) days prior thereto unless notice is otherwise waived in writing.

Section 3. Special members meetings shall be held whenever called by the President or Vice President or by a majority of the Board of Directors, and must be called by such officers upon receipt of a written request from one-third (1/3rd) of the entire membership.



Section 4. Notice shall be given by the Secretary of all special meetings, or if the Secretary shall fail to do so, by the President or the Board of Directors, not less than ten (10) days before the date thereof, stating the date, time and place of the meeting and the purpose or purposes thereof. Notices deposited in the mail, postage prepaid, and addressed to the members' last known address according to the Commons Association's records, within the prescribed time or, in lieu of mailing, delivered by hand to the members or left at their residences in their absence, shall suffice.

Section 5. Persons entitled to at least fifty percent (50%) of the votes shall constitute a quorum.

Section 6. A quorum at members meetings shall consist of the persons entitled to cast a majority of the votes of the entire membership. The joinder of a member in an action of a meeting by signing and concurring in the minutes thereof within ten (10) days after such meeting shall constitute a presence of such member for the purpose of determining a quorum.

Section 7. Membership in this Commons Association shall be established by the recording of a Declaration of Condominium for a Green DolphinPark Condominium and a certificate from the President of the association formed to manage such a condominium, as to the name and address of each director of said newly formed condominium association. Each director shall have one vote unless the directors representing an association from one condominium elect to vote as a unit. In this event, the directors of each condominium shall have the number of votes as there are apartments in their condominium. For example, if the directors of Green Dolphin Park Condominium Association, Inc., elect to vote as a unit, they will have 144 votes, representing the number of apartments in Green Dolphin Park Condominium, a Condominium. The remaining directors voting as a unit shall have the number of votes as there are apartments in the condominium which they represent. Provided, however, that the developer of the Green Dolphin Park Condominiums shall be entitled to elect or appoint at least one member to



the Board of Directors until such time as 438 apartments have been committed to condominium ownership at the Green Dolphin Park Condominiums or until such time as the developer shall have abandoned his plans for a phased development as provided for in Florida's Condominium Act. So long as the developer shall be entitled to elect a member of the Board of Directors such director representing the developer may elect to vote as a unit. In such event the director shall have 438 votes.

Section 8. The order of business at all meetings shall be as prescribed in the agenda prepared by the Board of Directors and submitted to the members with the notice of each meeting.

#### ARTICLE III - BOARD OF DIRECTORS

Section 1. The number, terms of office, and provisions regarding removal and filling of vacancies of the Board of Directors shall be as set forth in the Articles of Incorporation.

Section 2. The annual meeting of the Board shall be held immediately following the annual meeting of the members and at the same place.

Section 3. Regular meetings of the Board may be held at such time and place permitted by law and from time to time as may be determined by the Directors, and special meetings may be called by the President or a majority of the Board. Notice of regular and special meetings of the Board shall be given to each Director by telegram or by United States mail sent at least three (3) days prior to the meeting as provided in Section 2. The Board may, by resolution duly adopted, establish regular monthly, quarterly, or semi-annual meetings.

Section 4. At all meetings of the Board, a majority shall be necessary and sufficient to constitute a quorum for the transaction of business, and the act of a majority present at any meeting shall be the act of the Board, except as may be otherwise specifically



provided by statute or by the Articles of Incorporation. A majority of the Board, by waiving notice or otherwise consenting to or taking action, may cause such action to be taken without a formal meeting.

Section 5. The order of business of all meetings of the Board shall be as prescribed in an agenda furnished each member of the Board by the President.

Section 6. The Board shall have and exercise all lawful powers and duties necessary for the proper conduct and administration of the affairs of the Commons Association and for the exercise of its rights, powers, duties and functions.

#### ARTICLE IV - OFFICERS

Section 1. The officers of the Commons Association, their terms of office, the manner of election, and the method of removal and filling vacancies shall be as set forth in the Articles of Incorporation.

Section 2. The President shall be the Chief Executive Officer of the Commons Association and shall preside at all meetings of the members and the Board of Directors. He shall have the general powers and duties usually vested in the office of President, including, but not limited to, the power to appoint committees from among the members or Directors from time to time as he may deem appropriate to assist in the conduct of the affairs of the Commons Association. He shall execute such deeds, contracts, and other instruments, in the name and on behalf of the Commons Association and under its corporate seal, when a seal is required, except when such documents are required or permitted by law to be otherwise executed and except when the signing and execution thereof shall be delegated by the Board of Directors to another officer or agent of the Commons Association.



Section 3. The Vice-President or Vice-Presidents shall be vested with all of the powers required to perform all the duties of the President in his absence, and such other duties as may be prescribed by the Board of Directors. In the event there is more than one Vice-President, the Board of Directors may prescribe the order in which the Vice-Presidents shall assume control in the absence of the President.

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

Section 5. The Treasurer shall have responsibility for all property of the Commons Association, including funds, securities and evidences of indebtedness. He shall keep, or cause to be kept, the books of the Commons Association in accordance with good accounting practices; and he shall perform all other duties incident to the office of Treasurer.

#### ARTICLE V - FISCAL MANAGEMENT

Section 1. The Board of Directors shall adopt a budget for each calendar year which shall contain estimates for the costs of performing the functions of the Commons Association and the proposed assessments against each member in the event that the Board of Directors shall adopt the proposed budget. Copies of the proposed budget and proposed assessment shall be transmitted



to each member on or before January 1st of the year for which the budget is made. If the budget is subsequently amended before assessments are made, a copy of the amendment shall be furnished to each member concerned.

Section 2. The depository of the Commons Association shall be such bank of banks as shall be designated from time to time by the directors and in which the monies of the Commons Association shall be deposited. Withdrawals of monies from such accounts shall be only by directors signed by such persons as are authorized by the directors.

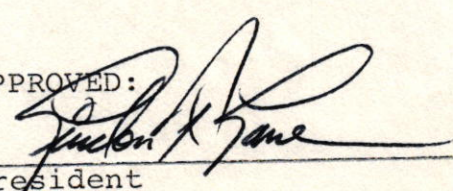
Section 3. A financial report of accounts of the Commons Association shall be made annually in the same manner as is required for condominium associations pursuant to Florida's Condominium Act and a copy of the report shall be furnished to each member not later than April 1st of each year following the year for which the report is made.

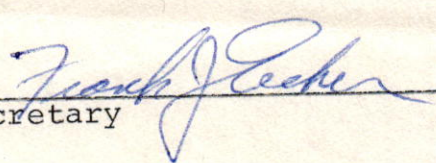
#### ARTICLE IX - AMENDMENT

Amendments to these By-Laws shall be proposed by a resolution adopted by a two-thirds (2/3rds) vote of the Board of Directors. The resolution shall then be presented to the membership of the Commons Association. An affirmative vote of two-thirds (2/3rds) of the entire membership shall be necessary to amend the By-Laws.

The foregoing were adopted as the By-Laws of GREEN DOLPHIN COMMONS, INC., a corporation not for profit under the laws of the State of Florida, at the first meeting of the Board of Directors on October 11, 1979

APPROVED:

  
President

  
Secretary



to each member on or before January 1st of the year for which the budget is made. If the budget is subsequently amended, the amendments are made, a copy of the amended budget shall be furnished to each member concerned.

DUNBAR & DUNBAR  
79176357 DECT  
TO 16 79

Section 3. A financial report of accounts of the Common Association shall be made annually in the same manner as is required for condominium associations pursuant to Florida Condominium Act and a copy of the report shall be furnished to each member not later than April 1st of each year following the year for which the report is made.

Section 4. A financial report of accounts of the Common Association shall be made annually in the same manner as is required for condominium associations pursuant to Florida Condominium Act and a copy of the report shall be furnished to each member not later than April 1st of each year following the year for which the report is made.

ARTICLE IX - AMENDMENT

Amendments to these By-Laws shall be proposed by a resolution adopted by a two-thirds (2/3) vote of the Board of Directors. The resolution shall then be presented to the membership of the Common Association. A two-thirds (2/3) vote of the entire membership shall be necessary to amend the By-Laws.

These By-Laws were adopted at the By-Laws of 1978 and are hereby amended to conform with the law of the State of Florida, at the first meeting of the Board of Directors on October 11, 1978.

Secretary

President



PREPARED BY AND RETURN TO:  
LEONARD J. MANKIN, P.A.  
28050 U.S. 19 N., Suite 100  
Clearwater, FL 33761

INST # 97-374759  
DEC 29, 1997 9:31AM

**CERTIFICATE OF AMENDMENT**

TO

PINELLAS COUNTY FLA.  
OFF.REC.BK 9946 PG 407

**BY-LAWS OF**

**GREEN DOLPHIN COMMONS, INC.**

**A CORPORATION NOT-FOR-PROFIT**

NOTICE IS HEREBY GIVEN that at a duly called meeting of the members on the 19th day of November, 1997 in accordance with Article IX of the By-Laws, by an affirmative vote of not less than two-thirds (2/3rds) of the entire membership of the corporation and after the unanimous adoption of a Resolution proposing said amendments by the Board of Directors, the Bylaws for GREEN DOLPHIN COMMONS, INC., as originally recorded in O.R. Book 4928 Page 950, et seq., and re-recorded in O.R. Book 5325, Page 860 and O.R. Book 5465, Page 703, et seq., in the Public Records of Pinellas County, Florida, be, and the same is hereby amended in accordance with the attached Exhibit "A" entitled "Schedule of Amendments to Bylaws".

RECORDING  
EC 15.00  
S  
NT  
EES  
ATF  
/C  
REV  
TOTAL 15.00

IN WITNESS WHEREOF, GREEN DOLPHIN COMMONS, INC., has caused this Certificate of Amendment to be executed in accordance with the authority hereinabove expressed this 9th day of December, 1997.

(CORPORATE SEAL)

GREEN DOLPHIN COMMONS, INC.

By: Jean LaViolette  
JEAN LAVIOLETTE, President


ATTEST:

Richard Bullock  
RICHARD BULLOCK, Secretary



STATE OF FLORIDA  
COUNTY OF PINELLAS

On this 9<sup>th</sup> day of December, 1997, personally  
appeared **JEAN LAVIOLETTE**, President, and **RICHARD BULLOCK**,  
Secretary, of GREEN DOLPHIN COMMONS, INC., and acknowledged the  
execution of this instrument for the purposes herein expressed and  
who is personally known to me or who produced a driver's license as  
identification.

  
\_\_\_\_\_  
Notary Public  
Walter R White  
Notary Public, State of Florida  
My Comm. Expires Jul 29, 2000  
Printed Name of Notary  
Bonded Thru: Official Notary Service  
My Commission Expires: 1-(800) 723-0121

Walter R White  
Notary Public, State of Florida  
My Comm. Expires Jul 29, 2000  
No. CC573261  
Bonded Thru: Official Notary Service  
1-(800) 723-0121



**SCHEDULE OF AMENDMENTS  
TO  
BY-LAWS  
OF  
GREEN DOLPHIN COMMONS, INC.  
(A Not-for-Profit Corporation)**

Note: The portions of this Amendment which are stricken through with hyphens, i.e. ~~hyphen~~, are to be deleted. The portions of this Amendment which are underlined constitute new words to be inserted into the paragraph.

**ARTICLE III - BOARD OF DIRECTORS**

Section 3. Regular meetings of the Board may be held at such time and place permitted by law and from time to time as may be determined by the Directors, and special meetings may be called by the President or majority of the Board. Notice of regular and special meetings of the Board shall be given to each Director by ~~telegram~~ hand delivery or by United States mail sent at least three (3) days prior to the meeting as provided in Section 2. The Board may, by resolution duly adopted, establish regular monthly, quarterly, or semi-annual meetings.

**ARTICLE V - FISCAL MANAGEMENT**

Section 1. The Board of Directors shall adopt a budget for each calendar year which shall contain estimates for the costs of performing the functions of the Commons Association and the proposed assessments against each member in the event that the Board of Directors shall adopt the proposed budget. Copies of the proposed budget and the proposed assessment shall be transmitted to each member on or before January ~~October~~ 1st ~~15th~~ of the prior year for which the budget is made. If the budget is subsequently amended before assessments are made, a copy of the amendment shall be furnished to each member concerned.

**ARTICLE ~~IX~~ VI - AMENDMENT**

(Note: The article number was changed to correct a clerical error)

4C091921	MBP	12-29-1997	09:12:30
01	DCL-GREEN DOLPHIN COMMONS		
RECORDING		1	\$15.00
			-----
	TOTAL:		\$15.00
	CHECK AMT. TENDERED:		\$15.00
	CHANGE:		\$ .00



RETURN TO: PETER M. DUNBAR, ESQ.

THIS INSTRUMENT WAS PREPARED BY  
DUNBAR, DUNBAR, ROSS & ANDERSON, P.A.  
P. O. BOX 1197, DUNEDIN, FLORIDA 33528

bg

62056394

DECLARATION OF INTENT AND RIGHT OF USE

O. R. 5335 PAGE 2011

01 Cash 11 Chg  
40 REC 1000  
41 DS  
43 Int  
Tot 10.00

THIS DECLARATION OF INTENT AND RIGHT OF USE made  
this 8<sup>th</sup> day of APRIL, 1982, by GREEN DOLPHIN DEVELOPMENT  
CORPORATION, a Florida corporation, hereinafter called  
"DEVELOPER."

W I T N E S S E T H:

THAT WHEREAS, the GREEN DOLPHIN DEVELOPMENT CORPORA-  
TION did create and develop a condominium known as GREEN  
DOLPHIN PARK CONDOMINIUM, pursuant to the Declaration of  
Condominium therefor recorded in O. R. Book 4928, Page 900, et  
seq., Public Records of Pinellas County, Florida, and is and/or  
was the owner of certain real property adjacent thereto, and  
WHEREAS, pursuant to the plan of development did  
create a corporation known as GREEN DOLPHIN COMMONS, INC., a  
non-profit Florida corporation, and did convey to said GREEN  
DOLPHIN COMMONS, INC., certain real property by warranty deed  
recorded in O. R. Book 4980, Page 761, et seq., Public Records  
of Pinellas County, Florida, for the purpose of providing  
ingress and egress and certain recreational improvements con-  
sisting of a recreational building, shuffleboard court and  
tennis court to the unit owners of GREEN DOLPHIN PARK CONDO-  
MINIUM and to the unit owners of future condominiums to be  
constructed by the DEVELOPER on property adjacent to the property  
owned by GREEN DOLPHIN COMMONS, INC., and adjacent to GREEN  
DOLPHIN PARK CONDOMINIUM, and

WHEREAS, the DEVELOPER has reserved unto itself by  
virtue of the Declaration of Servitude recorded in O. R. Book  
4928, Page 880, et seq., and in the Declaration of Condominium  
for GREEN DOLPHIN PARK CONDOMINIUM recorded in O. R. Book 4928,  
Page 900, et seq., the right to develop additional condominium  
units as a part of the GREEN DOLPHIN project, and to grant to  
the unit owners of such condominiums the right to fully parti-  
cipate in GREEN DOLPHIN COMMONS, INC., and to utilize the  
real property and improvements located thereon in accordance

CONDOMINIUM PLATS PERTAINING HERETO ARE FILED IN CONDOMINIUM PLAT  
BOOK 59, PAGES 1 thru 7.

RECORDED  
PINELLAS CO, FLORIDA  
Kathleen C. Anderson  
CLERK, CIRCUIT COURT  
APR 16 2 47 PM '82

LAW OFFICES OF  
DUNBAR, DUNBAR,  
ROSS & ANDERSON,  
P.A.  
198 BAYSHORE BLVD  
P.O. BOX 1197  
DUNEDIN, FLA. 33528  
(813) 333-2154  
(813) 437-1278



with said Declaration of Servitude.

NOW, THEREFORE, GREEN DOLPHIN DEVELOPMENT CORPORATION does hereby declare its intent and does hereby grant the rights of use heretofore reserved by it to the unit owners of GREEN DOLPHIN PARK VILLAS, a Condominium, pursuant to the Declaration of Condominium recorded in O. R. Book 5314, Page 1429, et seq., Public Records of Pinellas County, Florida, all rights, responsibilities and privileges in and to the corporation not for profit known as GREEN DOLPHIN COMMONS, INC., and to the property owned by it in accordance with the terms and conditions of the Articles of Incorporation and By-Laws for GREEN DOLPHIN COMMONS, INC., and that certain Declaration of Servitude recorded in O. R. Book 4928, Page 880, et seq., Public Records of Pinellas County, Florida, and

FURTHER DECLARES THAT the units of GREEN DOLPHIN PARK VILLAS, a Condominium, created pursuant to the Declaration of Condominium therefor recorded in O. R. Book 5314, Page 1429, et seq., Public Records of Pinellas County, Florida, and each future phase thereof, consisting of a total of eighty-four (84) condominium units, are a part of the intended future phase for the Green Dolphin community and entitled to full use and benefit of the properties owned by GREEN DOLPHIN COMMONS, INC., and by virtue of the recording of said Declaration of Condominium for GREEN DOLPHIN PARK VILLAS, a Condominium, are thereby entitled to such rights, responsibilities and privileges.

DONE AND EXECUTED the day and year first executed above.

Signed, sealed and delivered in the presence of:

Barbara M. Siebo  
Ann K. Travers

GREEN DOLPHIN DEVELOPMENT CORPORATION

By: [Signature]  
Linton F. Lane, President

LAW OFFICES OF  
DUNBAR, DUNBAR,  
ROMAN & ANDERSON,  
P.A.  
1942 BAYSHORE BLVD  
P.O. BOX 1997  
DUNEDIN, FLA. 33528  
(813) 733-2134  
(813) 931-1378







89081081

Prepared By And Return To  
LAWRENCE D. CROW, ESQ.  
620 East Tarpon Avenue  
Tarpon Springs, FL 34689

AMENDMENT TO THE DECLARATION OF CONDOMINIUM

FOR GREEN DOLPHIN PARK HOMEOWNERS ASSOCIATION, INC.

RECORDING  
FEE 10.50

OR 5973PG0289

Pursuant to the above-stated Declaration of Condominium  
for Green Dolphin Park Homeowners Association, Inc., a condomi-  
nium, and upon special meeting of the condominium owners held on  
March 6, 1989, the following is added as an amendment to the  
above-stated Declaration of Condominium as follows:

Paragraph 24 - Use Restrictions is amended to state the  
addition of the following:

F.(1) A unit must be occupied by at least one person 55  
years of age or older. This provision shall not preclude those  
persons now residing in such units from living in said unit, as  
long as any new occupant of such unit meet the age requirements,  
of one person in said household being over the age of 55. The  
Board of Directors is empowered, however, to allow up to 20% of  
the units to be occupied by persons who shall not have a person  
55 years of age or older residing in the unit, at the Board's  
sole discretion.

F.(2) The Condominium Association shall publish and  
adhere to policies and procedures which demonstrate an intent by  
the Condominium to provide housing for persons 55 years of age or  
older.

F.(3) The Condominium Association shall provide signif-  
icant facilities and services which are specifically designated  
to meet the physical and social needs of persons 55 years of age  
or older.

14078983 GEM 04-06-89	17:33:20
01	
RECORDING	1 \$10.50
TOTAL:	\$10.50
CHECK AMT. TENDERED:	\$10.50
CHANGE:	\$0.00

The remainder of paragraph 24 remains in its entirety.

GREEN DOLPHIN HOMEOWNERS ASSOCIATION, INC.

By Albert Alicea  
ALBERT ALICEA, President

Attested by:

Catherine V. Heavey  
CATHERINE V. HEAVEY, Secretary

CONDOMINIUM PLATS PERTAINING HERETO ARE FILED IN PLAT BOOK 37 PAGES 42 THRU 43 INCL.

RECORDED  
INDEXED  
APR 6 1989  
PM 5:31



OR 6973PG0290

STATE OF FLORIDA  
COUNTY OF PINELLAS

I HEREBY CERTIFY that on this day before me, an officer  
duly qualified to take acknowledgments, personally appeared

ALBERT ALICRA and CATHERINE V. HEAVEY

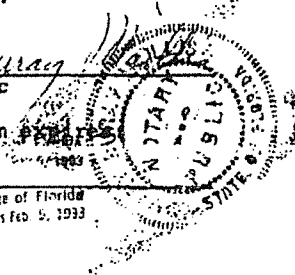
to me known to be the persons described in and who executed the  
foregoing instrument and acknowledged before me the execution of  
same.

WITNESS my hand and official seal in the County and State  
last aforesaid this 30<sup>th</sup> day of March, 1989.

*Mary Murray*  
Notary Public

My commission expires  
Notary Public  
My Commission Expires

Notary Public, State of Florida  
My Commission Expires Feb. 5, 1993





79176350

Law Offices of  
DUNBAR, DUNBAR & ROMAN, P.A.  
P. O. Box 1197  
Dunedin, Florida 33528

O.R. 4928 PLGE 880

(Cash) 1 Ctg  
40 Rec 79.00  
41 00  
43 Int 100.00  
Tot 79.00 MB

DECLARATION OF SERVITUDE

Restrictions, Conditions and Covenants

GREEN DOLPHIN PARK

KNOW ALL MEN BY THESE PRESENTS, that GREEN DOLPHIN DEVELOPMENT CORPORATION, a Florida corporation, hereinafter called "Developer," being the owner of that certain real property in Tarpon Springs, Pinellas County, Florida, hereinafter referred to as the "Green Dolphin Commons" and described as follows:

14 14269487 78 0001 160079  
40 10.00  
19.00 BK

PARCEL "A"

A portion of the Northeast 1/4 of the Southwest 1/4 of Section 13, Township 27 South, Range 15 East, Pinellas County, Florida, being further described as follows: Commence at the Northwest corner of the Northeast 1/4 of the Southwest 1/4 of said Section 13 for a Point of Reference; thence along the East-West centerline of said Section 13, South 89°22'46" East, 658.60 feet; thence South 00°02'36" West, 40.00 feet along the 10 acre line as established by M. S. Fullinton's survey of 1946, to the POINT OF BEGINNING; thence along the Southerly boundary of the maintained and occupied 40 foot right-of-way of Meres Boulevard, South 89°22'46" East, 177.00 feet; thence South 00°02'36" West, 147.50 feet; thence North 89°22'46" West, 177.00 feet; thence along the aforesaid 10 acre line, North 00°02'36" East, 147.50 feet to the POINT OF BEGINNING and containing 0.60 acres of land more or less.

PARCEL "B"

A portion of the North 1/2 of the Southwest 1/4 of Section 13, Township 27 South, Range 15 East, Pinellas County, Florida, being further described as follows: Commence at the Northwest corner of the Northeast 1/4 of the Southwest 1/4 of said Section 13 for a Point of Reference; thence along the East-West centerline of said Section 13, South 89°22'46" East, 109.00 feet; thence South 00°37'14" West, 40.00 feet to the POINT OF BEGINNING; thence along the Southerly boundary of the maintained and occupied 40 foot right-of-way of Meres Boulevard, South 89°22'46" East, 70.00 feet; thence South 14°15'50" West, 89.03 feet; thence South 00°37'14" West, 250.00 feet; thence 408.27 feet along the arc of a curve concave to the Southwest, having a radius of 190.00 feet, a chord of 334.14 feet, and a chord bearing of South 23°35'42" East; thence South 66°48'22" East, 601.07 feet; thence along the Northwesterly right-of-way line of U.S. Alternate Highway 19, South 26°12'08" West, 57.08 feet; thence continued along said right-of-way, 20.02 feet along the arc of a curve concave to the Southeast, having a radius of 1951.86 feet, a chord of 20.02 feet, and a chord bearing of South 25°54'31" West; thence North 66°48'22" West, 638.14 feet; thence 669.48 feet along the arc of a curve concave to the Northeast, having a radius of 190.00 feet, a chord of 373.09 feet, and

THIS INSTRUMENT WAS PREPARED BY  
DUNBAR, DUNBAR & ROMAN, P.A.  
FOR THE FOUNDED, FLORIDA

Hold for  
Pick up

CLERK CIRCUIT COURT

OCT 16 5 23 PM '79

(PLAT ATTACHED AS EXHIBIT "A" HEREOF)



a chord bearing of North 14°32'54" West; thence North 00°37'14" East, 250.00 feet; thence North 13°01'22" West, 89.03 feet to the POINT OF BEGINNING and containing 3.95 acres of land more or less.

and desiring to establish thereon certain recreational improvements for the use and benefit of owners of units at the Green Dolphin Park Condominiums and improvements for ingress and egress to the lands consisting of the Green Dolphin Park Condominium for all unit owners thereof, does hereby declare that all of said property, known as Green Dolphin Commons, is and shall be held, transferred, sold, conveyed, owned and occupied subject to the following covenants, restrictions, conditions and servitudes which shall run with the land, regardless of whether they are specifically referred to in any deeds or other instruments of conveyance subsequently executed:

1. All of said property shall be known and described as the Green Dolphin Commons and said property is to be utilized by the condominium communities and the respective unit owners of Green Dolphin Park Condominiums. Said properties have currently constructed on them certain recreational improvements including a recreation building, shuffle board courts and tennis courts. It is the intention of the Developer to convey said property to Green Dolphin Commons, Inc., subject to the restrictions, covenants and servitudes herein contained for the use and benefit of the unit owners of Green Dolphin Park Condominium, a Condominium, and such other unit owners of condominium units that may be built on the properties adjacent thereto.

2. Upon conveyance by Developer of the subject property to Green Dolphin Commons, Inc., no further sale, transfer or disposition of the property may be made unless and until the condominiums benefitting hereby shall be terminated as provided for in their respective Declarations of Condominium. In the event that such termination shall occur the Green Dolphin Commons shall be sold and the proceeds therefrom shall be distributed to the respective condominium associations in the direct proportion that each condominium association has con-



tributed to the costs of maintenance, repair and upkeep for the Green Dolphin Commons; said proportion being more particularly set forth in the respective Declarations of Condominium of Green Dolphin Park.

3. No additions or material modifications shall be made to any of the property hereinabove described nor shall any structure be erected, altered, placed or permitted to remain upon said property unless two-thirds (2/3rds) of all of the unit owners having the use and benefit of said properties shall first concur in such change, modification or alteration. Provided, however, that the Developer reserves the right to convey additional properties and improvements to Green Dolphin Commons, Inc., subject to the same restrictions, covenants, conditions and servitudes as set forth in this Declaration of Servitude and nothing herein contained shall prohibit the Developer from erecting sales display signs or from using a portion of the recreation building located upon the property for a sales office or from constructing, erecting, altering or improving said property.

4. All of the Green Dolphin Commons shall be used and maintained for the benefit of the unit owners of the Green Dolphin Park Condominiums, their guests and invitees in accordance with such rules and regulations as may from time to time be promulgated by the Board of Directors of Green Dolphin Commons, Inc. The Board of Directors of Green Dolphin Commons, Inc., shall specifically have the authority to promulgate the rules and regulations governing the use of the Green Dolphin Commons and to enforce the same. In the event that it shall become necessary to enforce any of the provisions of this Declaration of Servitude or any rules and regulations promulgated pursuant thereto, the prevailing party in such enforcement proceedings shall be entitled to recover costs, including a reasonable attorneys' fee incurred in said enforcement.

5. It shall be the responsibility of Green Dolphin Commons, Inc., to keep and maintain the buildings and structures, roadways, fixtures and improvements which may at any time be situated upon the property and all appurtenants thereto belonging and appurtenanting,



including sidewalks, steps, including both the interior and exterior of the building, in good and substantial repair and in clean and sanitary conditions, for the use and benefit of the unit owners of the Green Dolphin Park Condominium. No person under fourteen (14) years of age may utilize the facilities or property which is the subject of this Declaration of Servitude on a permanent basis. For the purposes of this Section, children under the age of fourteen (14) shall be permitted to use the facilities located upon the property if they are guests of a unit owner, are accompanied by an adult and have been guests within the community for not more than thirty (30) consecutive days.

6. No pets having a weight of twenty-four (24) pounds or greater shall be permitted upon the Green Dolphin Commons.

7. No trade business, profession or other type of commercial activities shall be carried on upon the Green Dolphin Commons, nor shall anything be done thereon which may be or become an annoyance or nuisance to other unit owners of the development. Provided, however, that this provisions shall not prohibit the Developer from maintaining a sales or construction office or model unit for the duration of the building program for all units of the Green Dolphin Park development.

8. The invalidation of any one of these covenants by judgment or court order shall in no way effect any of the other provisions, which shall remain in full force and effect.

9. Perpetual easements for installation and maintenance of utilities and drainage facilities are hereby reserved. There is also reserved unto the Developer and Green Dolphin Commons, Inc., its successors and assigns the right to grant such easement or easements over, under, across and upon the property hereinabove described for the purposes of providing such utility and drainage easements as they may from time to time determine to be necessary and grant such other easements as they may determine to be in the best interests of the Green Dolphin Commons and the purpose and its intended uses.



DONE AND EXECUTED this 1st day of October

1979.

GREEN DOLPHIN DEVELOPMENT CORPORATION

By: [Signature]  
Its President

ATTEST:

[Signature]  
Secretary

STATE OF FLORIDA

COUNTY OF PINELLAS

Before me personally appeared Lindon F. Lane  
and Frank J. Eicher, the President and Secretary  
respectively of GREEN DOLPHIN DEVELOPMENT CORPORATION, to me well  
known and known to me to be the persons described in and who executed  
the foregoing instrument, and acknowledged to and before me that they  
executed said instrument for the purposes therein expressed.

WITNESS my hand and official seal, this 1st day of  
October, 1979.

[Signature]  
Notary Public

My commission expires:

Notary Public, State of Florida at large  
My Commission Expires May 29, 1982  
Signed By: American Surety Company









79176350

Law Offices of  
DUNBAR, DUNBAR & ROMAN, P.A.  
P. O. Box 1197  
Dunedin, Florida 33528

O.R. 4928 PAGE 880

DECLARATION OF SERVITUDE

Restrictions, Conditions and Covenants

O.R. 5325 PAGE 866

GREEN DOLPHIN PARK

99.00

19.00 mb

KNOW ALL MEN BY THESE PRESENTS, that GREEN DOLPHIN DEVELOPMENT CORPORATION, a Florida corporation, hereinafter called "Developer," being the owner of that certain real property in Tarpon Springs, Pinellas County, Florida, hereinafter referred to as the "Green Dolphin Commons" and described as follows:

PARCEL "A"

A portion of the Northeast 1/4 of the Southwest 1/4 of Section 13, Township 27 South, Range 15 East, Pinellas County, Florida, being further described as follows: Commence at the Northwest corner of the Northeast 1/4 of the Southwest 1/4 of said Section 13 for a Point of Reference; thence along the East-West centerline of said Section 13, South 89°22'46" East, 658.60 feet; thence South 00°02'36" West, 40.00 feet along the 10 acre line as established by M. S. Fullinton's survey of 1946, to the POINT OF BEGINNING; thence along the Southerly boundary of the maintained and occupied 40 foot right-of-way of Meres Boulevard, South 89°22'46" East, 177.00 feet; thence South 00°02'36" West, 147.50 feet; thence North 89°22'46" West, 177.00 feet; thence along the aforesaid 10 acre line, North 00°02'36" East, 147.50 feet to the POINT OF BEGINNING and containing 0.60 acres of land more or less.

PARCEL "B"

A portion of the North 1/2 of the Southwest 1/4 of Section 13, Township 27 South, Range 15 East, Pinellas County, Florida, being further described as follows: Commence at the Northwest corner of the Northeast 1/4 of the Southwest 1/4 of said Section 13 for a Point of Reference; thence along the East-West centerline of said Section 13, South 89°22'46" East, 109.00 feet; thence South 00°37'14" West, 40.00 feet to the POINT OF BEGINNING; thence along the Southerly boundary of the maintained and occupied 40 foot right-of-way of Meres Boulevard, South 89°22'46" East, 70.00 feet; thence South 14°15'50" West, 89.03 feet; thence South 00°37'14" West, 250.00 feet; thence 408.27 feet along the arc of a curve concave to the Southwest, having a radius of 190.00 feet, a chord of 334.14 feet, and a chord bearing of South 23°35'42" East; thence South 66°48'22" East, 601.07 feet; thence along the Northwesterly right-of-way line of U.S. Alternate Highway 19, South 26°12'08" West, 57.08 feet; thence continued along said right-of-way, 20.02 feet along the arc of a curve concave to the Southeast, having a radius of 1951.86 feet, a chord of 20.02 feet, and a chord bearing of South 25°54'31" West; thence North 66°48'22" West, 638.14 feet; thence 669.48 feet along the arc of a curve concave to the Northeast, having a radius of 190.00 feet, a chord of 373.09 feet, and

(PLAT ATTACHED AS EXHIBIT "A" HEREOF)

EXHIBIT "F"

Pick up

Oct 16 5 23 PM '79



a chord bearing of North 14°32'54" West; thence North 00°37'14" East, 250.00 feet; thence North 13°01'22" West, 89.03 feet to the POINT OF BEGINNING and containing 3.95 acres of land more or less.

and desiring to establish thereon certain recreational improvements for the use and benefit of owners of units at the Green Dolphin Park Condominiums and improvements for ingress and egress to the lands consisting of the Green Dolphin Park Condominium for all unit owners thereof, does hereby declare that all of said property, known as Green Dolphin Commons, is and shall be held, transferred, sold, conveyed, owned and occupied subject to the following covenants, restrictions, conditions and servitudes which shall run with the land, regardless of whether they are specifically referred to in any deeds or other instruments of conveyance subsequently executed:

1. All of said property shall be known and described as the Green Dolphin Commons and said property is to be utilized by the condominium communities and the respective unit owners of Green Dolphin Park Condominiums. Said properties have currently constructed on them certain recreational improvements including a recreation building, shuffle board courts and tennis courts. It is the intention of the Developer to convey said property to Green Dolphin Commons, Inc., subject to the restrictions, covenants and servitudes herein contained for the use and benefit of the unit owners of Green Dolphin Park Condominium, a Condominium, and such other unit owners of condominium units that may be built on the properties adjacent thereto.

2. Upon conveyance by Developer of the subject property to Green Dolphin Commons, Inc., no further sale, transfer or disposition of the property may be made unless and until the condominiums benefitting hereby shall be terminated as provided for in their respective Declarations of Condominium. In the event that such termination shall occur the Green Dolphin Commons shall be sold and the proceeds therefrom shall be distributed to the respective condominium associations in the direct proportion that each condominium association has con-



tributed to the costs of maintenance, repair and upkeep for the Green Dolphin Commons; said proportion being more particularly set forth in the respective Declarations of Condominium of Green Dolphin Park.

3. No additions or material modifications shall be made to any of the property hereinabove described nor shall any structure be erected, altered, placed or permitted to remain upon said property unless two-thirds (2/3rds) of all of the unit owners having the use and benefit of said properties shall first concur in such change, modification or alteration. Provided, however, that the Developer reserves the right to convey additional properties and improvements to Green Dolphin Commons, Inc., subject to the same restrictions, covenants, conditions and servitudes as set forth in this Declaration of Servitude and nothing herein contained shall prohibit the Developer from erecting sales display signs or from using a portion of the recreation building located upon the property for a sales office or from constructing, erecting, altering or improving said property.

4. All of the Green Dolphin Commons shall be used and maintained for the benefit of the unit owners of the Green Dolphin Park Condominiums, their guests and invitees in accordance with such rules and regulations as may from time to time be promulgated by the Board of Directors of Green Dolphin Commons, Inc. The Board of Directors of Green Dolphin Commons, Inc., shall specifically have the authority to promulgate the rules and regulations governing the use of the Green Dolphin Commons and to enforce the same. In the event that it shall become necessary to enforce any of the provisions of this Declaration of Servitude or any rules and regulations promulgated pursuant thereto, the prevailing party in such enforcement proceedings shall be entitled to recover costs, including a reasonable attorneys' fee incurred in said enforcement.

5. It shall be the responsibility of Green Dolphin Commons, Inc., to keep and maintain the buildings and structures, roadways, fixtures and improvements which may at any time be situated upon the property and all appurtenants thereto belonging and appurtenanting,



including sidewalks, steps, including both the interior and exterior of the building, in good and substantial repair and in clean and sanitary conditions, for the use and benefit of the unit owners of the Green Dolphin Park Condominium. No person under fourteen (14) years of age may utilize the facilities or property which is the subject of this Declaration of Servitude on a permanent basis. For the purposes of this Section, children under the age of fourteen (14) shall be permitted to use the facilities located upon the property if they are guests of a unit owner, are accompanied by an adult and have been guests within the community for not more than thirty (30) consecutive days.

6. No pets having a weight of twenty-four (24) pounds or greater shall be permitted upon the Green Dolphin Commons.

7. No trade business, profession or other type of commercial activities shall be carried on upon the Green Dolphin Commons, nor shall anything be done thereon which may be or become an annoyance or nuisance to other unit owners of the development. Provided, however, that this provisions shall not prohibit the Developer from maintaining a sales or construction office or model unit for the duration of the building program for all units of the Green Dolphin Park development.

8. The invalidation of any one of these covenants by judgment or court order shall in no way effect any of the other provisions, which shall remain in full force and effect.

9. Perpetual easements for installation and maintenance of utilities and drainage facilities are hereby reserved. There is also reserved unto the Developer and Green Dolphin Commons, Inc., its successors and assigns the right to grant such easement or easements over, under, across and upon the property hereinabove described for the purposes of providing such utility and drainage easements as they may from time to time determine to be necessary and grant such other easements as they may determine to be in the best interests of the Green Dolphin Commons and the purpose and its intended uses.



DONE AND EXECUTED this 1<sup>st</sup> day of October, 1979.

GREEN DOLPHIN DEVELOPMENT CORPORATION

By: [Signature]  
Its President

ATTEST:

[Signature]  
Secretary

STATE OF FLORIDA       )  
                                  )  
COUNTY OF PINELLAS    )

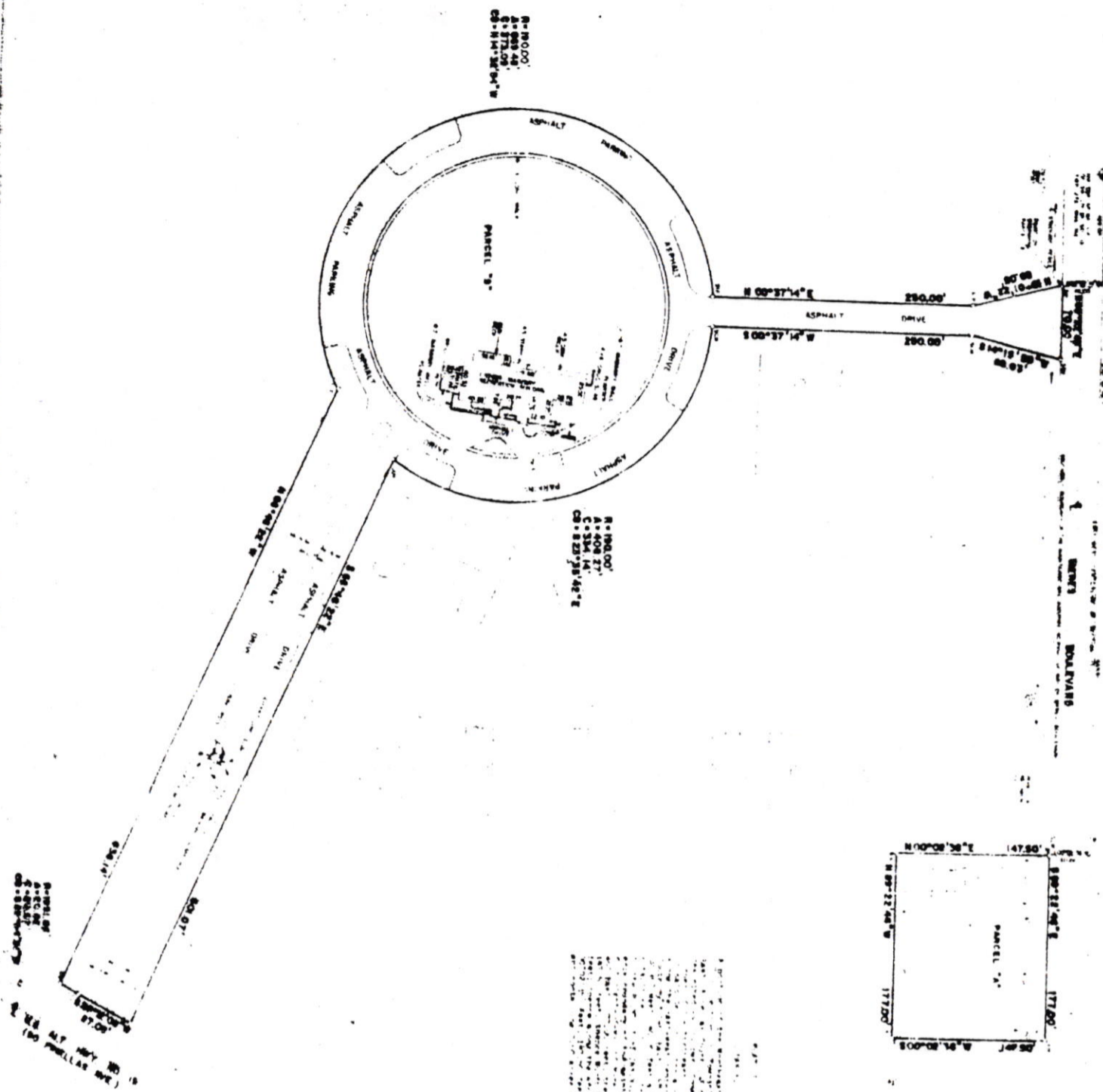
Before me personally appeared Lindon F. Lane and Frank J. Eicher, the President and Secretary respectively of GREEN DOLPHIN DEVELOPMENT CORPORATION, to me well known and known to me to be the persons described in and who executed the foregoing instrument, and acknowledged to and before me that they executed said instrument for the purposes therein expressed.

WITNESS my hand and official seal, this 1<sup>st</sup> day of October, 1979.

[Signature]  
Notary Public

My commission expires:

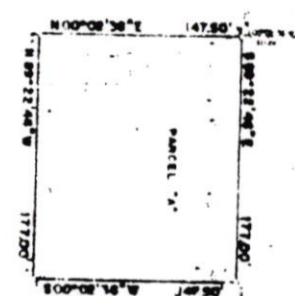




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NO.	DATE	DESCRIPTION
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2	2/1/1980	ASPHALT DRIVE
3	3/1/1980	ASPHALT DRIVE
4	4/1/1980	ASPHALT DRIVE
5	5/1/1980	ASPHALT DRIVE
6	6/1/1980	ASPHALT DRIVE
7	7/1/1980	ASPHALT DRIVE
8	8/1/1980	ASPHALT DRIVE
9	9/1/1980	ASPHALT DRIVE
10	10/1/1980	ASPHALT DRIVE



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O.R. 5465 PAGE 709

Law Offices of  
DUNBAR, DUNBAR & ROMAN, P.A.  
P. O. Box 1197  
Dunedin, Florida 33528

O.R. 4928 PAGE 880

DECLARATION OF SERVIDUTE

Restrictions, Conditions and Covenants

O.R. 5325 PAGE 866

GREEN DOLPHIN PARK

19.00

19.00 mb

KNOW ALL MEN BY THESE PRESENTS, that GREEN DOLPHIN DEVELOPMENT CORPORATION, a Florida corporation, hereinafter called "Developer," being the owner of that certain real property in Tarpon Springs, Pinellas County, Florida, hereinafter referred to as the "Green Dolphin Commons" and described as follows:

PARCEL "A"

A portion of the Northeast 1/4 of the Southwest 1/4 of Section 13, Township 27 South, Range 15 East, Pinellas County, Florida, being further described as follows: Commence at the Northwest corner of the Northeast 1/4 of the Southwest 1/4 of said Section 13 for a Point of Reference; thence along the East-West centerline of said Section 13, South 89°22'46" East, 658.60 feet; thence South 00°02'36" West, 40.00 feet along the 10 acre line as established by M. S. Fullinton's survey of 1946, to the POINT OF BEGINNING; thence along the Southerly boundary of the maintained and occupied 40 foot right-of-way of Meres Boulevard, South 89°22'46" East, 177.00 feet; thence South 00°02'36" West, 147.50 feet; thence North 89°22'46" West, 177.00 feet; thence along the aforesaid 10 acre line, North 00°02'36" East, 147.50 feet to the POINT OF BEGINNING and containing 0.60 acres of land more or less.

PARCEL "B"

A portion of the North 1/2 of the Southwest 1/4 of Section 13, Township 27 South, Range 15 East, Pinellas County, Florida, being further described as follows: Commence at the Northwest corner of the Northeast 1/4 of the Southwest 1/4 of said Section 13 for a Point of Reference; thence along the East-West centerline of said Section 13, South 89°22'46" East, 109.00 feet; thence South 00°37'14" West, 40.00 feet to the POINT OF BEGINNING; thence along the Southerly boundary of the maintained and occupied 40 foot right-of-way of Meres Boulevard, South 89°22'46" East, 70.00 feet; thence South 14°15'50" West, 89.03 feet; thence South 00°37'14" West, 250.00 feet; thence 408.27 feet along the arc of a curve concave to the Southwest, having a radius of 190.00 feet, a chord of 334.14 feet, and a chord bearing of South 23°35'42" East; thence South 66°48'22" East, 601.07 feet; thence along the Northwesterly right-of-way line of U.S. Alternate Highway 19, South 26°12'08" West, 57.08 feet; thence continued along said right-of-way, 20.02 feet along the arc of a curve concave to the Southeast, having a radius of 1951.86 feet, a chord of 20.02 feet, and a chord bearing of South 25°54'31" West; thence North 66°48'22" West, 638.14 feet; thence 669.48 feet along the arc of a curve concave to the Northeast, having a radius of 190.00 feet, a chord of 373.09 feet, and

*Pick up*

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(PLAT ATTACHED AS EXHIBIT "A" HEREOF)

EXHIBIT "F"



a chord bearing of North 14°32'54" West; thence North 00°37'14" East, 250.00 feet; thence North 13°01'22" West, 89.03 feet to the POINT OF BEGINNING and containing 3.95 acres of land more or less.

and desiring to establish thereon certain recreational improvements for the use and benefit of owners of units at the Green Dolphin Park Condominiums and improvements for ingress and egress to the lands consisting of the Green Dolphin Park Condominium for all unit owners thereof, does hereby declare that all of said property, known as Green Dolphin Commons, is and shall be held, transferred, sold, conveyed, owned and occupied subject to the following covenants, restrictions, conditions and servitudes which shall run with the land, regardless of whether they are specifically referred to in any deeds or other instruments of conveyance subsequently executed:

1. All of said property shall be known and described as the Green Dolphin Commons and said property is to be utilized by the condominium communities and the respective unit owners of Green Dolphin Park Condominiums. Said properties have currently constructed on them certain recreational improvements including a recreation building, shuffle board courts and tennis courts. It is the intention of the Developer to convey said property to Green Dolphin Commons, Inc., subject to the restrictions, covenants and servitudes herein contained for the use and benefit of the unit owners of Green Dolphin Park Condominium, a Condominium, and such other unit owners of condominium units that may be built on the properties adjacent thereto.

2. Upon conveyance by Developer of the subject property to Green Dolphin Commons, Inc., no further sale, transfer or disposition of the property may be made unless and until the condominiums benefitting hereby shall be terminated as provided for in their respective Declarations of Condominium. In the event that such termination shall occur the Green Dolphin Commons shall be sold and the proceeds therefrom shall be distributed to the respective condominium associations in the direct proportion that each condominium association has con-



tributed to the costs of maintenance, repair and upkeep for the Green Dolphin Commons; said proportion being more particularly set forth in the respective Declarations of Condominium of Green Dolphin Park.

3. No additions or material modifications shall be made to any of the property hereinabove described nor shall any structure be erected, altered, placed or permitted to remain upon said property unless two-thirds (2/3rds) of all of the unit owners having the use and benefit of said properties shall first concur in such change, modification or alteration. Provided, however, that the Developer reserves the right to convey additional properties and improvements to Green Dolphin Commons, Inc., subject to the same restrictions, covenants, conditions and servitudes as set forth in this Declaration of Servitude and nothing herein contained shall prohibit the Developer from erecting sales display signs or from using a portion of the recreation building located upon the property for a sales office or from constructing, erecting, altering or improving said property.

4. All of the Green Dolphin Commons shall be used and maintained for the benefit of the unit owners of the Green Dolphin Park Condominiums, their guests and invitees in accordance with such rules and regulations as may from time to time be promulgated by the Board of Directors of Green Dolphin Commons, Inc. The Board of Directors of Green Dolphin Commons, Inc., shall specifically have the authority to promulgate the rules and regulations governing the use of the Green Dolphin Commons and to enforce the same. In the event that it shall become necessary to enforce any of the provisions of this Declaration of Servitude or any rules and regulations promulgated pursuant thereto, the prevailing party in such enforcement proceedings shall be entitled to recover costs, including a reasonable attorneys' fee incurred in said enforcement.

5. It shall be the responsibility of Green Dolphin Commons, Inc., to keep and maintain the buildings and structures, roadways, fixtures and improvements which may at any time be situated upon the property and all appurtenants thereto belonging and appertaining,



including sidewalks, steps, including both the interior and exterior of the building, in good and substantial repair and in clean and sanitary conditions, for the use and benefit of the unit owners of the Green Dolphin Park Condominium. No person under fourteen (14) years of age may utilize the facilities or property which is the subject of this Declaration of Servitude on a permanent basis. For the purposes of this Section, children under the age of fourteen (14) shall be permitted to use the facilities located upon the property if they are guests of a unit owner, are accompanied by an adult and have been guests within the community for not more than thirty (30) consecutive days.

6. No pets having a weight of twenty-four (24) pounds or greater shall be permitted upon the Green Dolphin Commons.

7. No trade business, profession or other type of commercial activities shall be carried on upon the Green Dolphin Commons, nor shall anything be done thereon which may be or become an annoyance or nuisance to other unit owners of the development. Provided, however, that this provisions shall not prohibit the Developer from maintaining a sales or construction office or model unit for the duration of the building program for all units of the Green Dolphin Park development.

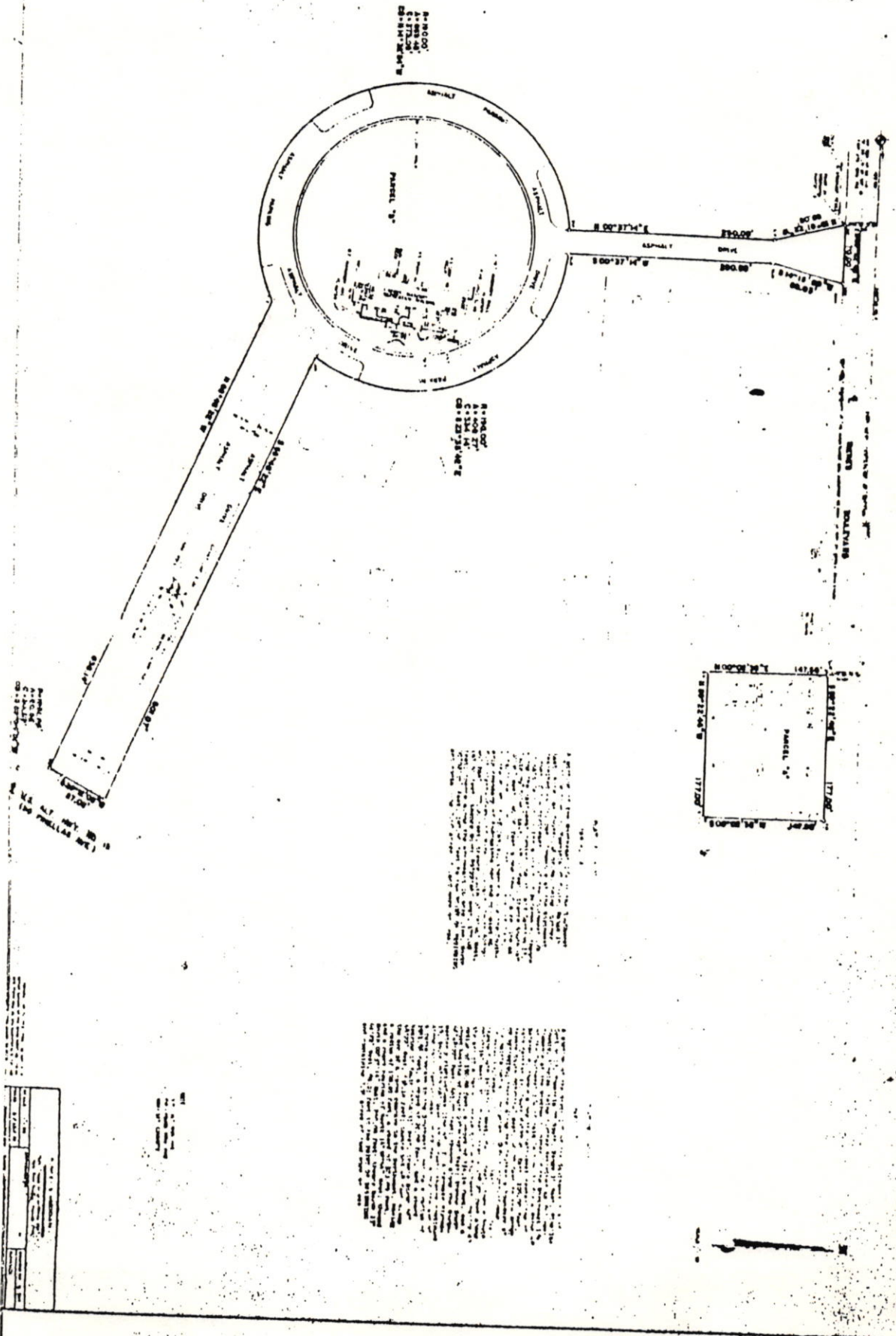
8. The invalidation of any one of these covenants by judgment or court order shall in no way effect any of the other provisions, which shall remain in full force and effect.

9. Perpetual easements for installation and maintenance of utilities and drainage facilities are hereby reserved. There is also reserved unto the Developer and Green Dolphin Commons, Inc., its successors and assigns the right to grant such easement or easements over, under, across and upon the property hereinabove described for the purposes of providing such utility and drainage easements as they may from time to time determine to be necessary and grant such other easements as they may determine to be in the best interests of the Green Dolphin Commons and the purpose and its intended uses.











79176350

Offices of  
DUNBAR, DUNBAR & ROMAN, P.A.  
P. O. Box 1197  
Dunedin, Florida 33528

O.R. 4928 PAGE 880

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(Cash) Chg  
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41 Dr  
43 Int 79.00 mb  
Tot

DECLARATION OF SERVITUDE

Restrictions, Conditions and Covenants

GREEN DOLPHIN PARK

KNOW ALL MEN BY THESE PRESENTS, that GREEN DOLPHIN DEVELOPMENT CORPORATION, a Florida corporation, hereinafter called "Developer," being the owner of that certain real property in Tarpon Springs, Pinellas County, Florida, hereinafter referred to as the "Green Dolphin Commons" and described as follows:

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A portion of the Northeast 1/4 of the Southwest 1/4 of Section 13, Township 27 South, Range 15 East, Pinellas County, Florida, being further described as follows: Commence at the Northwest corner of the Northeast 1/4 of the Southwest 1/4 of said Section 13 for a Point of Reference; thence along the East-West centerline of said Section 13, South 89°22'46" East, 658.60 feet; thence South 00°02'36" West, 40.00 feet along the 10 acre line as established by M. S. Fullinton's survey of 1946, to the POINT OF BEGINNING; thence along the Southerly boundary of the maintained and occupied 40 foot right-of-way of Meres Boulevard, South 89°22'46" East, 177.00 feet; thence South 00°02'36" West, 147.50 feet; thence North 89°22'46" West, 177.00 feet; thence along the aforesaid 10 acre line, North 00°02'36" East, 147.50 feet to the POINT OF BEGINNING and containing 0.60 acres of land more or less.

PARCEL "B"

A portion of the North 1/2 of the Southwest 1/4 of Section 13, Township 27 South, Range 15 East, Pinellas County, Florida, being further described as follows: Commence at the Northwest corner of the Northeast 1/4 of the Southwest 1/4 of said Section 13 for a Point of Reference; thence along the East-West centerline of said Section 13, South 89°22'46" East, 109.00 feet; thence South 00°37'14" West, 40.00 feet to the POINT OF BEGINNING; thence along the Southerly boundary of the maintained and occupied 40 foot right-of-way of Meres Boulevard, South 89°22'46" East, 70.00 feet; thence South 14°15'50" West, 89.03 feet; thence South 00°37'14" West, 250.00 feet; thence 408.27 feet along the arc of a curve concave to the Southwest, having a radius of 190.00 feet, a chord of 334.14 feet, and a chord bearing of South 23°35'42" East; thence South 66°48'22" East, 601.07 feet; thence along the North-westerly right-of-way line of U.S. Alternate Highway 19, South 26°12'08" West, 57.08 feet; thence continued along said right-of-way, 20.02 feet along the arc of a curve concave to the Southeast, having a radius of 1951.86 feet, a chord of 20.02 feet, and a chord bearing of South 25°54'31" West; thence North 66°48'22" West, 638.14 feet; thence 669.48 feet along the arc of a curve concave to the Northeast, having a radius of 190.00 feet, a chord of 373.09 feet, and

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CLERK OF DIST COURT

(PLAT ATTACHED AS EXHIBIT "A" HEREOF)



a chord bearing of North 14°32'54" West; thence North 00°37'14" East, 250.00 feet; thence North 13°01'22" West, 89.03 feet to the POINT OF BEGINNING and containing 3.95 acres of land more or less.

and desiring to establish thereon certain recreational improvements for the use and benefit of owners of units at the Green Dolphin Park Condominiums and improvements for ingress and egress to the lands consisting of the Green Dolphin Park Condominium for all unit owners thereof, does hereby declare that all of said property, known as Green Dolphin Commons, is and shall be held, transferred, sold, conveyed, owned and occupied subject to the following covenants, restrictions, conditions and servitudes which shall run with the land, regardless of whether they are specifically referred to in any deeds or other instruments of conveyance subsequently executed:

1. All of said property shall be known and described as the Green Dolphin Commons and said property is to be utilized by the condominium communities and the respective unit owners of Green Dolphin Park Condominiums. Said properties have currently constructed on them certain recreational improvements including a recreation building, shuffle board courts and tennis courts. It is the intention of the Developer to convey said property to Green Dolphin Commons, Inc., subject to the restrictions, covenants and servitudes herein contained for the use and benefit of the unit owners of Green Dolphin Park Condominium, a Condominium, and such other unit owners of condominium units that may be built on the properties adjacent thereto.

2. Upon conveyance by Developer of the subject property to Green Dolphin Commons, Inc., no further sale, transfer or disposition of the property may be made unless and until the condominiums benefitting hereby shall be terminated as provided for in their respective Declarations of Condominium. In the event that such termination shall occur the Green Dolphin Commons shall be sold and the proceeds therefrom shall be distributed to the respective condominium associations in the direct proportion that each condominium association has con-



tributed to the costs of maintenance, repair and upkeep for the Green Dolphin Commons; said proportion being more particularly set forth in the respective Declarations of Condominium of Green Dolphin Park.

3. No additions or material modifications shall be made to any of the property hereinabove described nor shall any structure be erected, altered, placed or permitted to remain upon said property unless two-thirds (2/3rds) of all of the unit owners having the use and benefit of said properties shall first concur in such change, modification or alteration. Provided, however, that the Developer reserves the right to convey additional properties and improvements to Green Dolphin Commons, Inc., subject to the same restrictions, covenants, conditions and servitudes as set forth in this Declaration of Servitude and nothing herein contained shall prohibit the Developer from erecting sales display signs or from using a portion of the recreation building located upon the property for a sales office or from constructing, erecting, altering or improving said property.

4. All of the Green Dolphin Commons shall be used and maintained for the benefit of the unit owners of the Green Dolphin Park Condominiums, their guests and invitees in accordance with such rules and regulations as may from time to time be promulgated by the Board of Directors of Green Dolphin Commons, Inc. The Board of Directors of Green Dolphin Commons, Inc., shall specifically have the authority to promulgate the rules and regulations governing the use of the Green Dolphin Commons and to enforce the same. In the event that it shall become necessary to enforce any of the provisions of this Declaration of Servitude or any rules and regulations promulgated pursuant thereto, the prevailing party in such enforcement proceedings shall be entitled to recover costs, including a reasonable attorneys' fee incurred in said enforcement.

5. It shall be the responsibility of Green Dolphin Commons, Inc., to keep and maintain the buildings and structures, roadways, fixtures and improvements which may at any time be situated upon the property and all appurtenants thereto belonging and appurtenanting,



including sidewalks, steps, including both the interior and exterior of the building, in good and substantial repair and in clean and sanitary conditions, for the use and benefit of the unit owners of the Green Dolphin Park Condominium. No person under fourteen (14) years of age may utilize the facilities or property which is the subject of this Declaration of Servitude on a permanent basis. For the purposes of this Section, children under the age of fourteen (14) shall be permitted to use the facilities located upon the property if they are guests of a unit owner, are accompanied by an adult and have been guests within the community for not more than thirty (30) consecutive days.

6. No pets having a weight of twenty-four (24) pounds or greater shall be permitted upon the Green Dolphin Commons.

7. No trade business, profession or other type of commercial activities shall be carried on upon the Green Dolphin Commons, nor shall anything be done thereon which may be or become an annoyance or nuisance to other unit owners of the development. Provided, however, that this provisions shall not prohibit the Developer from maintaining a sales or construction office or model unit for the duration of the building program for all units of the Green Dolphin Park development.

8. The invalidation of any one of these covenants by judgment or court order shall in no way effect any of the other provisions, which shall remain in full force and effect.

9. Perpetual easements for installation and maintenance of utilities and drainage facilities are hereby reserved. There is also reserved unto the Developer and Green Dolphin Commons, Inc., its successors and assigns the right to grant such easement or easements over, under, across and upon the property hereinabove described for the purposes of providing such utility and drainage easements as they may from time to time determine to be necessary and grant such other easements as they may determine to be in the best interests of the Green Dolphin Commons and the purpose and its intended uses.











ESTIMATED OPERATING BUDGET  
(PROPOSED USING ESTIMATED EXPENSES AS OF CURRENT DATE)

	<u>MONTHLY</u>	<u>ANNUALLY</u>
I. EXPENSES FOR THE ASSOCIATION AND CONDOMINIUM:	\$	\$
A. Administration of Association	6.00	72.00
B. Management Fees	79.00	948.00
C. Telephone		
D. Building and Elevator Maintenance		
E. Lawn, Property Maintenance, Maintenance Supplies and Salaries, Equipment Repair	188.00	2,256.00
F. Rent for Recreation and Other Commonly Used Facilities	98.00	1,176.00
G. Taxes on Association Property		
H. Taxes upon Leased Property		
I. Electricity	52.00	624.00
J. Water, Sewer and Garbage Collection	157.00	1,884.00
K. Insurance	52.00	624.00
L. Miscellaneous		
1) Annual filing Fee with Bureau of Condominiums	1.33	16.00
2) Professional Services	8.67	104.00
3) Swimming Pool Maintenance	10.00	120.00
M. Security Provisions		
N. Pest Control		
O. General Reserves (painting and building maintenance)	42.00	504.00
P. Maintenance Reserves (paving)	17.00	204.00
Q. Depreciation Reserves (roof)	83.00	996.00
R. Exterior Improvement Repairs (other than building) Sprinklers, Landscaping, Replacement and Miscellaneous Contingency Reserves	6.00	72.00
<b>TOTAL</b>	<b>\$ 800.00</b>	<b>\$ 9,600.00</b>
II. EXPENSES FOR A UNIT OWNER:	\$	\$
A. Rent for Unit	.00	.00
B. Rent Payable by Unit Owner for Recreational Lease or Lease Commonly Used Facilities	.00	.00
<b>TOTAL</b>	<b>\$ .00</b>	<b>\$ .00</b>

Budget Notes

1. The Developer guarantees that the assessment for common expenses of the condominium imposed upon each unit owner will not exceed ONE HUNDRED DOLLARS (\$100.00) per month and is obligated to pay any amount of common expenses incurred during that period and not produced by assessments at the guaranteed level receivable from other unit owners.

2. The period of guarantee shall begin at the time of the recording of the Declaration of Condominium with the Clerk of the Circuit Court and shall continue for a period of time that employees or designees of the Developer shall constitute a majority of the Board



and the Developer shall pay all actual expenses incurred in excess of the budget set forth above. The guarantee period shall be the same for all units. (See Article 20, Declaration of Condominium.)

3. The expenses for each unit under the proposed operating budget is ONE HUNDRED DOLLARS (\$100.00) per month, and ONE THOUSAND TWO HUNDRED and NO/100 DOLLARS (\$1,200.00) per year.

4. Deferred maintenance and painting of the building is estimated to be required every ten (10) years. The estimated total costs of such deferred maintenance and repainting is \$5,040.00. One-tenth (1/10) of the estimated cost is allocated in the first year's operating budget.

5. The estimated useful life of the paving is twenty-five (25) years. The estimated replacement/repair cost is \$5,100.00. One-twenty-fifth (1/25) of the estimated cost is allocated in the first year's operating budget.

6. The estimated useful life of the building roofs is twenty-five (25) years. The estimated replacement/repair cost is \$24,900.00. One-twenty-fifth (1/25) of the estimated cost is allocated in the first year's operating budget.

7. The miscellaneous contingency for reserves is for items with an undetermined useful life. No estimated replacement costs are anticipated for those components. A contingency reserve is for repair and replacement when the need dictates and for repair after breakage or accident and to cover deductible sums not covered by insurance.



ESTIMATED OPERATING BUDGET  
 (PROPOSED USING ESTIMATED EXPENSES AS OF CURRENT DATE)  
 PHASE II

	<u>MONTHLY</u>	<u>ANNUALLY</u>
I. EXPENSES FOR THE ASSOCIATION AND CONDOMINIUM:	\$	\$
A. Administration of Association	12.00	144.00
B. Management Fees	158.00	1,896.00
C. Telephone		
D. Building and Elevator Maintenance		
E. Lawn, Property Maintenance, Maintenance Supplies and Salaries, Equipment Repair	376.00	4,512.00
F. Rent for Recreation and Other Commonly Used Facilities	196.00	2,352.00
G. Taxes on Association Property		
H. Taxes upon Leased Property		
I. Electricity	104.00	1,248.00
J. Water, Sewer and Garbage Collection	314.00	3,768.00
K. Insurance	104.00	1,248.00
L. Miscellaneous		
1) Annual filing Fee with Bureau of Condominiums	2.67	32.00
2) Professional Services	17.33	208.00
3) Swimming Pool Maintenance	20.00	240.00
M. Security Provisions		
N. Pest Control		
O. General Reserves (painting and building maintenance)	84.00	1,008.00
P. Maintenance Reserves (paving)	34.00	408.00
Q. Depreciation Reserves (roof)	166.00	1,992.00
R. Exterior Improvement Repairs (other than building) Sprinklers, Landscaping, Replacement and Miscellaneous Contingency Reserves	12.00	144.00
TOTAL	\$ 1,600.00	\$19,200.00
II. EXPENSES FOR A UNIT OWNER:	\$	\$
A. Rent for Unit	.00	.00
B. Rent Payable by Unit Owner for Recreational Lease or Lease Commonly Used Facilities	.00	.00
TOTAL	\$ .00	\$ .00

Budget Notes

1. The Developer guarantees that the assessment for common expenses of the condominium imposed upon each unit owner will not exceed ONE HUNDRED DOLLARS (\$100.00) per month and is obligated to pay any amount of common expenses incurred during that period and not produced by assessments at the guaranteed level receivable from other unit owners.

2. The period of guarantee shall begin at the time of the recording of the Declaration of Condominium with the Clerk of the Circuit Court and shall continue for a period of time that employees or designees of the Developer shall constitute a majority of the Board



and the Developer shall pay all actual expenses incurred in excess of the budget set forth above. The guarantee period shall be the same for all units. (See Article 20, Declaration of Condominium.)

3. The expenses for each unit under the proposed operating budget is ONE HUNDRED DOLLARS (\$100.00) per month, and ONE THOUSAND TWO HUNDRED and NO/100 DOLLARS (\$1,200.00) per year.

4. Deferred maintenance and painting of the building is estimated to be required every ten (10) years. The estimated total costs of such deferred maintenance and repainting is \$10,080.00. One-tenth (1/10) of the estimated cost is allocated in the first year's operating budget.

5. The estimated useful life of the paving is twenty-five (25) years. The estimated replacement/repair cost is \$10,200.00. One-twenty-fifth (1/25) of the estimated cost is allocated in the first year's operating budget.

6. The estimated useful life of the building roofs is twenty-five (25) years. The estimated replacement/repair cost is \$49,800.00. One-twenty-fifth (1/25) of the estimated cost is allocated in the first year's operating budget.

7. The miscellaneous contingency for reserves is for items with an undetermined useful life. No estimated replacement costs are anticipated for those components. A contingency reserve is for repair and replacement when the need dictates and for repair after breakage or accident and to cover deductible sums not covered by insurance.



ESTIMATED OPERATING BUDGET  
 (PROPOSED USING ESTIMATED EXPENSES AS OF CURRENT DATE)  
 PHASE III

	<u>MONTHLY</u>	<u>ANNUALLY</u>
I. EXPENSES FOR THE ASSOCIATION AND CONDOMINIUM:	\$	\$
A. Administration of Association	18.00	216.00
B. Management Fees	237.00	2,844.00
C. Telephone		
D. Building and Elevator Maintenance		
E. Lawn, Property Maintenance, Maintenance Supplies and Salaries, Equipment Repair	564.00	6,768.00
F. Rent for Recreation and Other Commonly Used Facilities	294.00	3,528.00
G. Taxes on Association Property		
H. Taxes upon Leased Property		
I. Electricity	156.00	1,872.00
J. Water, Sewer and Garbage Collection	471.00	5,652.00
K. Insurance	156.00	1,872.00
L. Miscellaneous		
1) Annual filing Fee with Bureau of Condominiums	4.00	48.00
2) Professional Services	26.00	312.00
3) Swimming Pool Maintenance	30.00	360.00
M. Security Provisions		
N. Pest Control		
O. General Reserves (painting and building maintenance)	126.00	1,512.00
P. Maintenance Reserves (paving)	51.00	612.00
Q. Depreciation Reserves (roof)	249.00	2,988.00
R. Exterior Improvement Repairs (other than building) Sprinklers, Landscaping, Replacement and Miscellaneous Contingency Reserves	<u>18.00</u>	<u>216.00</u>
TOTAL	\$ 2,400.00	\$28,800.00
II. EXPENSES FOR A UNIT OWNER:	\$	\$
A. Rent for Unit	.00	.00
B. Rent Payable by Unit Owner for Recreational Lease or Lease Commonly Used Facilities	<u>.00</u>	<u>.00</u>
TOTAL	\$ .00	\$ .00

Budget Notes

1. The Developer guarantees that the assessment for common expenses of the condominium imposed upon each unit owner will not exceed ONE HUNDRED DOLLARS (\$100.00) per month and is obligated to pay any amount of common expenses incurred during that period and not produced by assessments at the guaranteed level receivable from other unit owners.

2. The period of guarantee shall begin at the time of the recording of the Declaration of Condominium with the Clerk of the Circuit Court and shall continue for a period of time that employees or designees of the Developer shall constitute a majority of the Board



and the Developer shall pay all actual expenses incurred in excess of the budget set forth above. The guarantee period shall be the same for all units. (See Article 20, Declaration of Condominium.)

3. The expenses for each unit under the proposed operating budget is ONE HUNDRED DOLLARS (\$100.00) per month, and ONE THOUSAND TWO HUNDRED and NO/100 DOLLARS (\$1,200.00) per year.

4. Deferred maintenance and painting of the building is estimated to be required every ten (10) years. The estimated total costs of such deferred maintenance and repainting is \$15,120.00. One-tenth (1/10) of the estimated cost is allocated in the first year's operating budget.

5. The estimated useful life of the paving is twenty-five (25) years. The estimated replacement/repair cost is \$15,300.00. One-twenty-fifth (1/25) of the estimated cost is allocated in the first year's operating budget.

6. The estimated useful life of the building roofs is twenty-five (25) years. The estimated replacement/repair cost is \$74,700.00. One-twenty-fifth (1/25) of the estimated cost is allocated in the first year's operating budget.

7. The miscellaneous contingency for reserves is for items with an undetermined useful life. No estimated replacement costs are anticipated for those components. A contingency reserve is for repair and replacement when the need dictates and for repair after breakage or accident and to cover deductible sums not covered by insurance.



ESTIMATED OPERATING BUDGET  
 (PROPOSED USING ESTIMATED EXPENSES AS OF CURRENT DATE)  
 PHASE IV

	<u>MONTHLY</u>	<u>ANNUALLY</u>
I. EXPENSES FOR THE ASSOCIATION AND CONDOMINIUM:	\$	\$
A. Administration of Association	24.00	288.00
B. Management Fees	316.00	3,792.00
C. Telephone		
D. Building and Elevator Maintenance		
E. Lawn, Property Maintenance, Maintenance Supplies and Salaries, Equipment Repair	752.00	9,024.00
F. Rent for Recreation and Other Commonly Used Facilities	392.00	4,704.00
G. Taxes on Association Property		
H. Taxes upon Leased Property		
I. Electricity	208.00	2,496.00
J. Water, Sewer and Garbage Collection	628.00	7,536.00
K. Insurance	208.00	2,496.00
L. Miscellaneous		
1) Annual filing Fee with Bureau of Condominiums	5.33	64.00
2) Professional Services	34.67	416.00
3) Swimming Pool Maintenance	40.00	480.00
M. Security Provisions		
N. Pest Control		
O. General Reserves (painting and building maintenance)	168.00	2,016.00
P. Maintenance Reserves (paving)	68.00	816.00
Q. Depreciation Reserves (roof)	332.00	3,984.00
R. Exterior Improvement Repairs (other than building) Sprinklers, Landscaping, Replacement and Miscellaneous Contingency Reserves	24.00	288.00
<b>TOTAL</b>	<b>\$ 3,200.00</b>	<b>\$38,400.00</b>
II. EXPENSES FOR A UNIT OWNER:	\$	\$
A. Rent for Unit	.00	.00
B. Rent Payable by Unit Owner for Recreational Lease or Lease Commonly Used Facilities	.00	.00
<b>TOTAL</b>	<b>\$ .00</b>	<b>\$ .00</b>

Budget Notes

1. The Developer guarantees that the assessment for common expenses of the condominium imposed upon each unit owner will not exceed ONE HUNDRED DOLLARS (\$100.00) per month and is obligated to pay any amount of common expenses incurred during that period and not produced by assessments at the guaranteed level receivable from other unit owners.

2. The period of guarantee shall begin at the time of the recording of the Declaration of Condominium with the Clerk of the Circuit Court and shall continue for a period of time that employees or designees of the Developer shall constitute a majority of the Board



and the Developer shall pay all actual expenses incurred in excess of the budget set forth above. The guarantee period shall be the same for all units. (See Article 20, Declaration of Condominium.)

3. The expenses for each unit under the proposed operating budget is ONE HUNDRED DOLLARS (\$100.00) per month, and ONE THOUSAND TWO HUNDRED and NO/100 DOLLARS (\$1,200.00) per year.

4. Deferred maintenance and painting of the building is estimated to be required every ten (10) years. The estimated total costs of such deferred maintenance and repainting is \$20,160.00. One-tenth (1/10) of the estimated cost is allocated in the first year's operating budget.

5. The estimated useful life of the paving is twenty-five (25) years. The estimated replacement/repair cost is \$20,400.00. One-twenty-fifth (1/25) of the estimated cost is allocated in the first year's operating budget.

6. The estimated useful life of the building roofs is twenty-five (25) years. The estimated replacement/repair cost is \$99,600.00. One-twenty-fifth (1/25) of the estimated cost is allocated in the first year's operating budget.

7. The miscellaneous contingency for reserves is for items with an undetermined useful life. No estimated replacement costs are anticipated for those components. A contingency reserve is for repair and replacement when the need dictates and for repair after breakage or accident and to cover deductible sums not covered by insurance.



GREEN DOLPHIN PARK GOLFPVIEW HOMES  
Purchase Agreement

ORAL REPRESENTATIONS CANNOT BE RELIED UPON AS CORRECTLY STATING THE REPRESENTATIONS OF THE DEVELOPER. FOR CORRECT REPRESENTATIONS, REFERENCE SHOULD BE MADE TO THIS CONTRACT AND THE DOCUMENTS REQUIRED BY SECTION 718.503, FLORIDA STATUTES, TO BE FURNISHED BY A DEVELOPER TO A BUYER OR LESSEE.

THIS AGREEMENT IS VOIDABLE BY BUYER BY DELIVERING WRITTEN NOTICE OF THE BUYER'S INTENTION TO CANCEL WITHIN 15 DAYS AFTER DATE OF EXECUTION OF THIS AGREEMENT BY THE BUYER, AND RECEIPT BY BUYER OF ALL OF THE ITEMS REQUIRED TO BE DELIVERED TO HIM BY THE DEVELOPER UNDER SECTION 718.503, FLORIDA STATUTES. THIS AGREEMENT IS ALSO VOIDABLE BY BUYER BY DELIVERING WRITTEN NOTICE OF THE BUYER'S INTENTION TO CANCEL WITHIN 15 DAYS AFTER THE DATE OF RECEIPT FROM THE DEVELOPER OF ANY AMENDMENT WHICH MATERIALLY ALTERS OR MODIFIES THE OFFERING IN A MANNER THAT IS ADVERSE TO THE BUYER. ANY PURPORTED WAIVER OF THESE VOIDABILITY RIGHTS SHALL BE OF NO EFFECT. BUYER MAY EXTEND THE TIME FOR CLOSING FOR A PERIOD OF NOT MORE THAN 15 DAYS AFTER THE BUYER HAS RECEIVED ALL OF THE ITEMS REQUIRED. BUYER'S RIGHT TO VOID THIS AGREEMENT SHALL TERMINATE AT CLOSING.

This Purchase Agreement, entered into this \_\_\_\_\_ day of \_\_\_\_\_, 198\_\_, between GREEN DOLPHIN CORPORATION, incorporated in the State of Iowa as Seville Corporation, successor by merger to Green Dolphin Corporation, a Florida corporation, of \_\_\_\_\_, (hereinafter called "SELLER") and:

Name: \_\_\_\_\_  
Address: \_\_\_\_\_  
Telephone: \_\_\_\_\_ (hereinafter called "BUYER").

W I T N E S S E T H:

1. PROPERTY: In consideration of the mutual promises and covenants herein contained and the deposits received, SELLER agrees to sell and BUYER agrees to purchase, on the terms and conditions set forth herein, the following described condominium unit:

Unit \_\_\_\_\_, of GREEN DOLPHIN PARK GOLFPVIEW HOMES, PHASE \_\_\_\_\_, a condominium, in \_\_\_\_\_, Florida, as set forth and subject to the Declaration of Condominium relating thereto, together with an undivided share of the common elements appurtenant thereof (hereinafter called "Condominium Unit"), of which the base purchase price is \$ \_\_\_\_\_ and the optional extras are \$ \_\_\_\_\_ (See Addendum to Contract attached hereto and incorporated herein by reference).

2. PRICE AND TERMS: The total purchase price for the afore-described Condominium Unit being as follows:

\$ \_\_\_\_\_ Total purchase price,  
payable as indicated:

a. \$ \_\_\_\_\_ Initial deposit acknowledged this day subject to collection.

b. \$ \_\_\_\_\_ Balance of deposit due

\_\_\_\_\_  
(date)



- c. \$ \_\_\_\_\_ Mortgage loan to be obtained by BUYER.
- d. \$ \_\_\_\_\_ Balance to close (subject to adjustments, prorations and loan closing costs.)
- \$ \_\_\_\_\_ TOTAL

3. CONDOMINIUM DOCUMENTS: The SELLER has delivered to BUYER all of the documents required by Section 718.503 of the Florida Condominium Act, including the following:

Declaration of Condominium for GREEN DOLPHIN PARK GOLFVIEW HOMES

Articles of Incorporation of GREEN DOLPHIN PARK GOLFVIEW HOMES CONDOMINIUM ASSOCIATION, INC.

Bylaws of GREEN DOLPHIN PARK GOLFVIEW HOMES CONDOMINIUM ASSOCIATION, INC.

Estimated Operating Budget of the condominium

Form of Purchase Agreement

A copy of the floor plan of the unit

Escrow Agreement

4. FINANCING: If the purchase price or any part thereof is to be financed by a third party loan, this Purchase Agreement is contingent upon BUYER obtaining a commitment for said loan at prevailing local rates and terms within \_\_\_\_\_ days from the date hereof, and BUYER agrees to use reasonable diligence in applying for said loan and in furnishing all required information to the lender. In the event BUYER is unable to obtain such a commitment, BUYER shall notify SELLER, in writing, within said \_\_\_\_\_ day period, and upon such notice SELLER shall return to BUYER all deposits made by him and this Agreement shall be deemed cancelled and of no further force and effect; PROVIDED, HOWEVER, once a commitment has been obtained by BUYER from a lender, BUYER shall have no right to the return of his deposit hereunder if the commitment is subsequently cancelled or no closing is held, as herein contemplated, through no condition, fault, or negligence attributable to SELLER. If SELLER is not notified by BUYER as provided herein, it shall be conclusively presumed that BUYER has secured such commitment or will purchase the unit without mortgage financing.
5. DEPOSITS: The SELLER shall deposit the monies received from the BUYER in an escrow account with Dunbar, Kimpton, Burke & Boyer, a partnership of professional associations. Such monies shall remain in said escrow account until the closing unless otherwise provided for herein. At such time a check will be drawn payable to the order of the Developer. The BUYER may obtain a receipt from the escrow agent upon request.
6. CLOSING DATE: The closing shall take place within 20 days of the issuance of the Certificate of Occupancy for the building in which the unit is located at the offices of the Escrow Agent or at such other place as the parties shall agree upon.



7. CLOSING COSTS: At the time of closing, BUYER shall pay the following costs not included in the purchase price: Recording fees for the deed, documentary stamps, and the pro rata share of all real property taxes and assessments due in the year in which title is closed. Such real property taxes assessed or to be assessed for the year in which this transaction is finally consummated shall be prorated with full discount between the parties to the date of delivery of the deed of conveyance; if such taxes are not ascertainable at the time of delivery of the deed of conveyance, the amount of the prior year's taxes shall be used as the basis for proration and an appropriate adjustment shall be later made between the parties when the annual tax becomes known.
8. CONVEYANCE: At the closing, the SELLER shall deliver to the BUYER a Warranty Deed conveying the unit and the undivided interest in the common elements appurtenant thereto to the BUYER. Such deed shall be executed and acknowledged by SELLER in a form suitable for recording. Simultaneously with the delivery of the deed, BUYER shall pay to SELLER the balance of the purchase price by certified or cashier's check.
9. TITLE: SELLER shall convey good and marketable title in fee simple to the unit and to the undivided share in the common elements appurtenant thereto, free and clear of all liens and encumbrances other than easements of record. SELLER will obtain at the closing of title at SELLER'S expense, a certificate issued by a title insurance company licensed to do business in the State of Florida, agreeing to insure BUYER'S fee title to the unit in the amount of the purchase price, subject only to the exceptions stated therein, the conditions of the standard title insurance policies written by such company, the conditions set forth in this contract for sale and the provisions of the Declaration, Bylaws, and Rules and Regulations.
10. WARRANTIES: SELLER represents that the Condominium Unit will be constructed in a workmanlike manner and that the unit is a newly constructed unit and has not been previously occupied. The condominium and the unit conveyed hereunder is warranted in accordance with Section 718.203, Florida Statutes. Consumer products, as the term is used in Public Law 93-637, are not included in SELLER'S warranty. All assignable warranties by manufacturers, subcontractors or suppliers of such consumer products are hereby assigned to BUYER and shall be in full force and effect according to the terms of those warranties.
11. CONDITION OF PROPERTY: Prior to the closing of this transaction, BUYER shall have the right to inspect the unit with an authorized representative of SELLER for the purpose of agreeing upon a written list of items not yet completed, which items shall be completed by SELLER as soon as practical. In the event the unit or any of the common elements, an undivided interest in which is appurtenant thereto, is damaged, destroyed, or taken for public use prior to the closing of title, SELLER shall bear the risk of loss, and shall be entitled to all damages and awards. If the premises are substantially damaged, destroyed, or taken prior to closing, either party may elect to rescind this contract by written notice served on the other within thirty (30) days after the rescinding party received notice of such damage, destruction, or taking, in which event SELLER shall promptly refund BUYER'S deposit. Failure of either party to notify the other of his election to rescind will constitute a election to proceed with the transaction according to the terms of this agreement.



12. DEFAULT: Time is of the essence of this contract. In the event BUYER fails to make any payment of the purchase price promptly when such payment shall have become due, or on such later date as the parties may agree upon, or shall fail to promptly perform any covenant or agreement herein contained, SELLER may notify BUYER of SELLER'S intention to cancel his agreement if such default is not cured within fifteen days after the date of such notice. If BUYER fails to cure any such default within the fifteen day period, SELLER may, at its option, cancel this agreement. In the event that SELLER elects to cancel this agreement, it shall certify in writing to escrow agent that title has not closed on account of BUYER'S default, and shall direct the escrow agent to pay over to SELLER all payments made by BUYER pursuant to this agreement. A copy thereof shall be provided to Buyer. On receipt of such payments, SELLER shall retain them as liquidated damages, and each party hereto shall be relieved of any further liability or obligations under this agreement. Service of all notices with respect to termination and retention of payments shall be made by United States mail to the BUYER at the address provided on page 1 of this agreement or at such other address as BUYER may indicate in writing to SELLER subsequent to the execution of this agreement.

13. MISCELLANEOUS:

- (a) BUYER agrees to be bound by the Declaration, By-Laws, Rules and Regulations, and escrow agreement.
- (b) This contract shall not be recorded or assigned without the written consent of SELLER, and any purported assignment of this agreement shall be voidable at the option of the SELLER.
- (c) This contract supersedes any and all prior or contemporaneous written or oral understanding between the parties, and constitutes their entire agreement. This agreement shall bind and inure to the benefit of the parties and their heirs, personal representatives, successors and assigns.
- (d) Notice to either party shall be deemed given in accordance with this Agreement when mailed by certified or registered mail to the address of the party shown in this Agreement.
- (e) BUYER shall be liable for SELLER'S reasonable attorney's fees and costs incurred by virtue of any litigation as to the parties' rights under this Agreement where the SELLER is the prevailing party.
- (f) The parties agree that time is of the essence with regard to the provisions of this contract. Notwithstanding anything contained herein or in the condominium documents, SELLER unconditionally agrees to complete the unit within two (2) years from the date of this agreement. Said two year period may, however, be extended due to the acts of God, inability to obtain materials, or any other event constituting an impossibility of performance under Florida law.
- (g) The insulation to be installed in the unit is as follows:

<u>PART OF UNIT</u>	<u>TYPE</u>	<u>THICKNESS</u>	<u>R-VALUE</u>
Roof	Blown	8"	26



Side Walls (exterior)	Batt	3½"	11
Floors - between units (outside units)	Batt	6"	19
Floors - between units (inside units) Walls	Batt	3½"	11

(\*Based on information supplied by the manufacturer of the insulation.)

14. SPECIAL PROVISIONS:

THE DEVELOPER GUARANTEES, SO LONG AS THE DEVELOPER, ITS EMPLOYEES OR DESIGNEES CONSTITUTE A MAJORITY OF THE DIRECTORS OF THE ASSOCIATION, THAT THE ASSESSMENT FOR COMMON EXPENSES OF THE CONDOMINIUM IMPOSED UPON EACH UNIT OWNER WILL NOT EXCEED ONE HUNDRED DOLLARS (\$100.00) PER MONTH AND IS OBLIGATED TO PAY ANY AMOUNT OF COMMON EXPENSES INCURRED DURING THAT PERIOD AND NOT PRODUCED BY ASSESSMENTS AT THE GUARANTEED LEVEL RECEIVABLE FROM OTHER UNIT OWNERS.



EXECUTED AND SEALED this \_\_\_\_\_ day of \_\_\_\_\_, 198\_\_.

WITNESSES

GREEN DOLPHIN CORPORATION,  
incorporated in the State of  
Iowa as Seville Corporation  
successor by merger to Green  
Dolphin Corporation, a Florida  
corporation

\_\_\_\_\_

\_\_\_\_\_  
Seller

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_  
Buyer

\_\_\_\_\_

\_\_\_\_\_  
Buyer

The escrow agent hereby acknowledges receipt of the sum of \_\_\_\_\_  
DOLLARS  
this \_\_\_\_\_ day of \_\_\_\_\_, 198\_\_.

DUNBAR, BOYER & RAYBURN  
a partnership of professional  
associations

By: \_\_\_\_\_  
Escrow Agent  
P. O. Box 1197  
1968 Bayshore Boulevard  
Dunedin, Florida 34697



GREEN DOLPHIN PARK GOLFVIEW HOMES  
ESCROW AGREEMENT

THIS ESCROW AGREEMENT is made and entered into between GREEN DOLPHIN CORPORATION, incorporated in the State of Iowa as Seville Corporation, successor by merger to Green Dolphin Corporation, a Florida corporation, (hereinafter called "Developer"), and DUNBAR, BOYER & RAYBURN, a partnership of professional associations, (hereinafter called "Escrow Agent").

WHEREAS, the Developer is developing and selling condominium parcels of GREEN DOLPHIN PARK GOLFVIEW HOMES, located in , Pinellas County, Florida, (hereinafter referred to as the "Condominium"), and desires that Escrow Agent hold certain deposit monies, (hereinafter called "Deposit Monies"), received by Developer from purchasers of condominium parcels at the Condominium, (hereinafter called "Buyers"); and

WHEREAS, the Escrow Agent has agreed to act as escrow agent for the Deposit Monies paid by Buyers pursuant to Purchase Agreements (the "Agreements") entered into by Developer and Buyers in accordance with the provisions of Florida Statutes, Section 718.202 (the "Condominium Act"), the Agreements and the following terms and conditions.

NOW, THEREFORE, in consideration of the sums of money hereinafter set forth and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

I. Escrow Accounts

A. Escrow Agent hereby accepts its designation to act and serve as escrow agent for the Condominium subject to all of the rights and privileges appertaining to such office and subject to the obligations incident thereto. Escrow Agent has reviewed the obligations under Section 718.202, Florida Statutes, and is independent of the Developer and does not serve as an officer, director, affiliate, subsidiary or employee of the Developer.

B. Developer shall deliver the Deposit Monies received by it on the sales price of each unit to Escrow Agent, pursuant to the Agreements, and Escrow Agent shall deposit such Deposit Monies in an escrow account established by Developer with Escrow Agent. Depository at which Escrow Agent shall hold funds shall be the or at such other institution as the parties shall agree upon in writing.

C. Escrow Agent shall maintain appropriate schedules from which there can be determined the Deposit Monies held for each Buyer therein, which schedules shall be available for inspection by Developer at reasonable times during business hours. Escrow Agent shall deliver monthly statements to Developer, which statements shall indicate: the Deposit Monies received for the Condominium and to whom the Deposit Monies were disbursed; the balance of Deposit Monies for the Project; the name of each Buyer for whom funds are held and the amount of Deposit Monies for each Buyer which remain in the accounts.

D. Escrow Agent shall furnish each Buyer with a receipt for the Deposit Monies held for each Buyer upon Buyer's or Developer's written request.



## II. Disbursements of Deposit Monies

Escrow Agent agrees to hold all Deposit Monies subject to and in accordance with the following terms and conditions:

A. If a Buyer properly terminated an Agreement pursuant to its terms and pursuant to the Condominium Act, the funds shall be paid to the Buyer together with any interest earned.

B. If a Buyer defaults in the performance of his obligations under an Agreement, the funds shall be paid to Developer together with any interest earned.

C. Escrow Agent shall not be obligated to determine whether a proper termination of Agreement or default has occurred, and Escrow Agent shall make the payments required in A and B above within seven (7) days after receipt of Escrow Agent of notice of such termination or default from Developer designating the Buyer and the Agreement which has been terminated or defaulted, the amount of the Deposit Monies which should be released from escrow and to whom and where such amounts should be paid; a copy of such notice shall be mailed simultaneously to the terminating or defaulting Buyer.

D. In the event of a closing, Escrow Agent shall disburse to Developer the Deposit Monies and all interest earned thereon. Such Deposit Monies shall be disbursed to Developer upon receipt by Escrow Agent from Developer of notice that such closing is scheduled.

E. In the event that, prior to a closing, Escrow Agent receives written notice from Buyer or Developer that there is a dispute between Buyer and Developer, then Escrow Agent shall continue to hold such Deposit Monies until it receives written instructions as to disbursement signed by both Developer and Buyer. In the alternative, Escrow Agent may disburse the disputed amount in accordance with the provisions of Section IV below.

## III. Liability of Escrow Agent

Escrow Agent shall not be responsible or liable in any manner whatsoever for the sufficiency or correctness as to form, manner of execution or validity of any instrument regarding funds deposited in the escrow accounts, nor as to the identity, authority or rights of any person executing the same, nor as to the sufficiency of the title to the property to be conveyed. Escrow Agent's duties hereunder shall be limited to the safekeeping of such monies, instruments or other documents received by it as such escrow holder, and for the disposition of the same in accordance with the terms and provisions of this Escrow Agreement.

## IV. Disputes

In the event Escrow Agent is joined as a party to a lawsuit by virtue of the fact that it is holding a Buyer's Deposit Monies, Escrow Agent shall, at its option, either tender said Deposit Monies to the registry of the court or disburse same in accordance with the court's ultimate disposition of the cause, and Escrow Agent shall be entitled to its reasonable attorneys' fees and court costs at all trial and appellate levels.

## V. Notices

All notices and other communications shall be in writing to Developer at:

GREEN DOLPHIN CORPORATION  
1250 S. Pinellas Avenue  
Tarpon Springs, FL 33589

to Escrow Agent at:

Dunbar, Boyer & Rayburn  
Post Office Box 1197  
1968 Bayshore Boulevard  
Dunedin, Florida 34296-1197

IN WITNESS WHEREOF, Developer and Escrow Agent have caused these presents to be executed in their respective corporate names by their undersigned authorized officers and have caused their respective corporate seals to be hereto affixed the 3 day of April, 1987.

Signed, sealed and delivered in the presence of:

GREEN DOLPHIN CORPORATION,  
incorporated in the State  
of Iowa as Seville Corpo-  
ration, successor by merger  
to Green Dolphin Corporation,  
a Florida corporation

Kristy A. Wynn  
Nancy A. Dam  
As to Developer

By: [Signature]  
(SEAL)  
("DEVELOPER")

Nancy A. Dam  
Alison L. Bernhard  
As to Escrow Agent

DUNBAR, BOYER & RAYBURN  
By: [Signature]  
(SEAL)  
("ESCROW AGENT")



RECEIPT FOR CONDOMINIUM DOCUMENTS

The undersigned acknowledges that the documents checked below have been received or, as to plans and specifications, made available for inspection.

GREEN DOLPHIN PARK GOLFVIEW HOMES

1250 S. Pinellas Avenue  
Tarpon Springs, FL 33589

Place a check in the column by each document received or, for the plans and specifications, made available for inspection.

If an item does not apply, place "N/A" in the column.

DOCUMENT	RECEIVED
<u>Prospectus Text</u>	x
<u>Declaration of Condominium</u>	x
<u>Articles of Incorporation</u>	x
<u>Bylaws</u>	x
<u>Estimated Operating Budget</u>	x
<u>Form of Agreement for Sale or Lease</u>	n/a
<u>Rules and Regulations</u>	n/a
<u>Covenants and Restrictions</u>	n/a
<u>Ground Lease</u>	n/a
<u>Management and Maintenance Contracts for More Than One Year</u>	n/a
<u>Renewable Management Contracts</u>	n/a
<u>Lease of Recreational and Other Facilities to be Used Exclusively by Unit Owners of Subject Condominiums</u>	n/a
<u>Forms of Unit Lease if a Leasehold</u>	n/a
<u>Declaration of Servitude</u>	x
<u>Sales Brochures</u>	n/a
<u>Phase Development Description (See 718.503(s)(k) and 504(14))</u>	x
<u>Lease of recreational and other facilities to be used by unit owners with other condo's (See 718.503(2)(h))</u>	n/a
<u>Description of Management for Single Management of Multiple Condominium (See 718.503(2)(k))</u>	n/a
<u>Conversion Inspection Report</u>	n/a
<u>Conversion Termite Inspection Report</u>	n/a
<u>Plot Plan</u>	x
<u>Floor Plan</u>	x

Survey of Land and Graphic Description of Improvements	x
Executed Escrow Agreement	x
Plans and Specifications	x

THE PURCHASE AGREEMENT IS VOIDABLE BY BUYER BY DELIVERING WRITTEN NOTICE OF THE BUYER'S INTENTION TO CANCEL WITHIN 15 DAYS AFTER THE DATE OF EXECUTION OF THE PURCHASE AGREEMENT BY THE BUYER, AND RECEIPT BY THE BUYER OF ALL OF THE DOCUMENTS REQUIRED TO BE DELIVERED TO HIM BY THE DEVELOPER. THE AGREEMENT IS ALSO VOIDABLE BY THE BUYER DELIVERING WRITTEN NOTICE OF THE BUYER'S INTENTION TO CANCEL WITHIN 15 DAYS AFTER THE DATE OF RECEIPT FROM THE DEVELOPER OF ANY AMENDMENT WHICH MATERIALLY ALTERS OR MODIFIES THE OFFERING IN A MANNER THAT IS ADVERSE TO THE BUYER. ANY PURPORTED WAIVER OF THESE VOIDABILITY RIGHTS SHALL BE OF NO EFFECT. BUYER MAY EXTEND THE TIME FOR CLOSING FOR A PERIOD OF NOT MORE THAN 15 DAYS AFTER THE BUYER HAS RECEIVED ALL OF THE DOCUMENTS REQUIRED. BUYER'S RIGHT TO VOID THE PURCHASE AGREEMENT SHALL TERMINATE AT CLOSING.

Executed this \_\_\_\_\_ day of \_\_\_\_\_, 198\_\_.

\_\_\_\_\_  
Purchaser or Lessee

\_\_\_\_\_  
Purchaser or Lessee



# RULES AND REGULATIONS

Revised October 14, 2021

## Clubhouse

Occupancy of the clubhouse is regulated by the Tarpon Springs Fire Marshal and an occupancy notice is posted in the clubhouse. The clubhouse shall be available for use, subject to these rules, by owner/lessees and /or guests in residence. Persons using the clubhouse are always responsible for the clean and neat appearance.

- A. All users of the clubhouse shall abide by the occupancy notice.
- B. Persons under 18 years of age shall be permitted to use the premises only when accompanied, by an adult owner, lessee, or guest in residence.
- C. The clubhouse shall be used for activities and events sponsored by Unit Owners and Member Associations, for the benefit of owners, lessees, and guests in residence. No political or public events are allowed, art and craft sales, yard sales and estate sales are not allowed without board approval.
- D. Normal hours of operation are 6:00 a.m. to 11:00 p.m.
- E. There is no smoking (including e cigarettes) allowed anywhere in the clubhouse or on the back deck.
- F. Pets are not allowed in the clubhouse at any time.
- G. Alcohol is not allowed to be consumed in the clubhouse without a special events insurance policy in place.

## Tennis and Shuffleboard Courts

The courts shall be available for use, subject to these rules by owners, lessees and guests in residence from 07:00 to Dusk. Persons under the age of 18 must be accompanied by an adult owner, lessee or guest in residence. Persons using the courts are always responsible for its clean and neat appearance.

- A. Only tennis shoes or rubber soled shoes may be worn on the courts.
- B. Appropriate attire must be always worn.
- C. If players are waiting, the time limit shall be three (3) set maximum.
- D. No bicycling, roller skating, skate boarding, or roller blading is permitted.
- E. Pets must be always on a leash and are not allowed to run free on the tennis courts.
- F. Shuffleboard equipment must be returned to the storage cabinet after use.

## Vehicles

Motor vehicles, bicycles and recreational equipment are not allowed to be stored overnight anywhere on the Commons property or at the clubhouse.

- A. Speed limit in the Green Dolphin Park is 15 MPH
- B. Parking is not permitted on the sidewalks, on the streets or any part of the lawn.

**GREEN DOLPHIN COMMONS, INC.**  
**CLUBHOUSE RESERVATION AGREEMENT**

GENERAL INFORMATION

1. Owners or lessees may reserve the clubhouse for private events and must be in attendance for the duration of the event. all events must be of a nature that could be hosted in your own home. Maximum number of guests allowed for any event is 25. The Green Dolphin Commons General Liability Terms & Conditions mandate that a separate special events insurance policy be purchased for every private event held by an owner or lessee.  
ABSOLUTELY NO EXCEPTIONS WILL BE MADE TO THIS REQUIREMENT.
2. A Special Events Policy may be ordered by contacting <https://www.theeventhelper.com/>.
3. The clubhouse is available every day of the year for events between 8:00 am and 10:00 pm
4. Events are scheduled on a first come first serve basis.
5. Reservations are for the MAIN HALL, KITCHEN, BRIDGE ROOM and REST ROOMS only! Attendees are not allowed in any other areas of the clubhouse.
6. You may use the refrigerator for cooling food.
7. There is no cooking of any kind allowed.
8. All vehicles must be parked in appropriate, marked parking spots. absolutely – no parking on the grass, street or sidewalks. parking is restricted in all other areas unless you have permission from an owner. Please leave quietly.
9. The air conditioner temperature is pre-set at 78°. If you adjust the temperature, please return it back to 78° when you leave.
10. Ceiling fan controls are mounted near the sliding doors.
11. Any wall decorations must be cleared with the Secretary.
12. If the event is to be catered and the caterer’s personnel are on the premises, a copy of the caterer’s Certificate of Insurance must be received by the Secretary at least 10 days prior to the event.
13. You are responsible for leaving the clubhouse in as good or better condition than you found it. All trash must be taken out and disposed of in your association trash bin, and all doors locked by 11:00P.M.
14. Prior approval for any such event must be obtained from the Secretary and event scheduled at least four (4) weeks in advance.
15. A deposit of two hundred and fifty dollars (\$250.00) payable to Green Dolphin Commons must be provided with each request. The \$250.00 will be returned not more than fourteen (14) days after the event, providing all the above provisions are met and the premises passes an inspection.

I AGREE TO THE ABOVE TERMS AND UNDERSTAND THAT I WILL LOSE MY DEPOSIT IF I VIOLATE ANY OF THESE RULES AND REGULATIONS, A COPY OF WHICH I HAVE IN MY POSSESSION.

\_\_\_\_\_

Signature

\_\_\_\_\_

Printed Name

\_\_\_\_\_

Date



**GREEN DOLPHIN COMMONS, INC.**  
**CLUBHOUSE RESERVATION AGREEMENT**

DATE OF EVENT \_\_\_\_\_ TIME: FROM \_\_\_\_\_ TO \_\_\_\_\_

DEPOSIT REC: \$250.00 CHECK # \_\_\_\_\_

TYPE OF EVENT \_\_\_\_\_ # OF GUESTS \_\_\_\_\_

WILL FOOD & DRINKS BE SERVED? Yes  No  ALCOHOL? Yes  No

IS THIS EVENT FOR GREEN DOLPHIN PARK RESIDENTS ONLY? Yes  No

MAIN HALL  BRIDGE ROOM  KITCHEN

SPECIAL EVENTS CERTIFICATE ISSUED: \_\_\_\_\_ By: \_\_\_\_\_  
(Date)

APPROVAL DATE: \_\_\_\_\_ BY: \_\_\_\_\_

Return this Application to:  
Green Dolphin Commons  
PO Box 1591, 1250 So. Pinellas Ave.  
Tarpon Springs, Florida 34689  
Phone: 727 723-5218  
Email: [greendolphincommons@gmail.com](mailto:greendolphincommons@gmail.com)



GREEN DOLPHIN COMMONS, INC.  
1250 SOUTH PINELLAS AVENUE  
TARPON SPRINGS, FLORIDA 34689  
AREA CODE 813-938-2403

BOARD OF DIRECTORS MEETING NOVEMBER 21, 1988 4:00 P.M.

The meeting was called to order at 4:00 P.M. by President Robert Orme. Directors present: Arla Rodanhisler and Andrew Staab, Villa Representatives, George Balash and Betty Castelline, Park Representatives, Mary L. Duray, Management Representative. No representation from the Mid-Rise Assoc.

The minutes of the October meeting were read by Secretary Betty Catelline. It was moved by Andy Staab, seconded by Arla Rodanhisler that the minutes be accepted as read, motion carried.

Mary Duray read the treasurer's report for the month of October. It was moved by Arla, seconded by George Balash that the report be accepted and placed on file for future audit. The deficit in the reserves was made noted and Mr. Orme stated that this would be taken care of at transition meeting on 12-16-88 at 2:00 P.M. Motion carried.

Mr. Orme reported that the transition letter and agenda were sent to all Association Board of Directors. Mr. Orme will resign as President and he stated that he hoped the Mid-Rise would come back on the board with their representatives. An election of officers will take place and those officers will serve for one month following transition.

Management report: Thermostats have been changed and it is the responsibility of all to turn off a/c when you leave the clubhouse and see that the lights are off. The salt intrusion is back in the lake. Bray sprayed the clubhouse for roaches and all trash must be removed immediately following a social function in the clubhouse. Mary asked Mr. Orme if Mr. Eicher was going to leave the fountain in the lake and he said yes. The cost to repair this is \$123.80 and it was felt that the association could perhaps share in this project. The Fish and Game Commission will be issuing us a permit to have the triploid carp to eat the algae in the lake. All paper work has been done and submitted on this.

There was a motion by Robert Orme, seconded by George Balash to grant an easement to the Green Dolphin Park Homeowners and the Green Dolphin Villa Association to run the effluent water line in from the front. Motion carried. These two associations will pay the cost of this line.

All associations are cooperating with the closing of the Meres entrance. Some of the residents are not heeding the closing and opening the chain and going through. Please do not remove chain during the closing hours of from 2:30 P.M. To 3:30 P.M.



Record. \$ 18.00  
Doc. stmps 75.00  
Int. tax 100.00

TUTBLANX REGISTERED U. S. PAT. OFFICE  
TUTTLE LAW PRINT, PUBLISHERS, RUTLAND, VT. 05701

18.00  
75.00  
100.00  
193.00  
**This Mortgage Deed.**  
7004301  
0.1498 PAGE 371

(Wherever used herein the terms "mortgagor" and "mortgagee" include all the parties to this instrument and the heirs, legal representatives and assigns of individuals, and the successors and assigns of corporations; and the term "note" includes all the notes herein described if more than one. Wherever used the singular number shall include the plural and the plural the singular, and the use of any gender shall include all genders.)

Executed the 7th day of January A. D. 19 77  
by ~~FRANKXXXXXXXX~~ GREEN DOLPHIN CORPORATION, a Florida corporation,  
hereinafter called the Mortgagor, to CARL A. MINIERI, P. O. Box 147,  
Tarpon Springs, Florida  
hereinafter called the Mortgagee,

**Witnesseth,** that for divers good and valuable considerations, and also in consideration of the aggregate sum named in the promissory note of even date herewith, hereinafter described, the said Mortgagor, does grant, bargain, sell, alien, remise, release, convey and confirm unto the said Mortgagee, in fee simple, all that certain tract of land, of which the said Mortgagor is now seized and possessed, and in actual possession, situate in Pinellas County, State of Florida, described as follows:

See Exhibit "A" attached hereto and made part hereof.

As to Parcel IV, this mortgage will be a subordinate and inferior lien to a mortgage from GREEN DOLPHIN CORPORATION to FIRST FEDERAL SAVINGS & LOAN ASSOCIATION OF TARPON SPRINGS in the amount of \$1,750,000.00. As to Parcel III, this mortgage shall be a superior lien to the foregoing mortgage to FIRST FEDERAL SAVINGS & LOAN ASSOCIATION OF TARPON SPRINGS.

Interest 100.00  
Held by  
By RE Deputy Clerk

13 13040304  
40  
41  
42  
JUN 10 6 31 PM '77  
RECORDED  
PINELLAS CO. FLORIDA  
CLERK TRECUM COURT

This is not homestead property.

THIS IS A PURCHASE MONEY SECOND MORTGAGE and subject to that certain mortgage held by Landmark Bank of Tarpon Springs on Parcel III in original amount of \$200,000.00 dated July 22, 1975.

**To Have and to Hold** the same, together with the tenements, hereditaments and appurtenances, unto the said Mortgagee in fee simple.

**And** said Mortgagor does covenant with said Mortgagee that said Mortgagor is indefeasibly seized of said land in fee simple; that the said Mortgagor has full power and lawful right to convey said land in fee simple as aforesaid; that it shall be lawful for said Mortgagee at all times peaceably and quietly to enter upon, hold, occupy and enjoy said land; that said land is free from all incumbrances; that said Mortgagor will make such further assurances to perfect the fee simple title to said land in said Mortgagee as may reasonably be required; and that said Mortgagor does hereby fully warrant the title to said land and will defend the same against the lawful claims of all persons whomsoever. \*\*except as above stated.

PREPARED BY ROBERT A. FORLIZZO, XXXX  
XXXXXXXXXXXXXXXXXXXX P.O. Box 41100  
ST. PETERSBURG, FLA XXXXXXXX 33743

Return to:

0371

Provided always, that if said Mortgagor shall pay unto the said Mortgagee the certain promissory note, of which the following in words and figures is a true copy,

\$ 50,000.00 ..... Florida January 7 19 77

FOR VALUE RECEIVED the undersigned promises to pay to the order of

CARL MINIERI

the principal sum of Fifty Thousand and 00/100 ..... Dollars (\$ 50,000.00 ..),

together with interest thereon from date, at the rate of nine (9%) per cent, per annum until maturity, said interest

being payable semi-annually on the day of July, 1977 and semi-annually thereafter

each year; both principal and interest being payable in lawful money of the United States or its equivalent, at

.....said principal sum to be payable on the dates and in the amounts specified below, to-wit:

The principal amount of this note shall be paid in three annual installments of \$16,666.66 each to be payable on January 7, 1978, January 7, 1979 and on January 7, 1980.

Each maker and endorser severally waives demand, protest and notice of maturity, non-payment or protest and all requirements necessary to hold each of them liable as makers and endorsers.

Each maker and endorser further agrees, jointly and severally, to pay all costs of collection, including a reasonable attorney's fee in case the principal of this note or any payment on the principal or any interest thereon is not paid at the respective maturity thereof, or in case it becomes necessary to protect the security hereof, whether suit be brought or not.

This note and deferred interest payments shall bear interest at the rate of 10% per cent, per annum from maturity until paid. This note is secured by a second mortgage of even date herewith and is to be construed and enforced according to the laws of the State of Florida; upon default in the payment of principal and/or interest due on any note secured by said Mortgage, all notes so secured and remaining unpaid shall forthwith become due and payable notwithstanding their tenor.

(s) R. A. Forlizzo

GREEN DOLPHIN CORPORATION (Seal)

(s) Paul C. Zempel

By: (s) Frank J. Eicher (Seal)

Documentary stamps in the amount of \$75.00 have been affixed to the original of this note and cancelled pursuant to Florida law.

and shall perform, comply with and abide by, each and every the stipulations, agreements, conditions and covenants of said promissory note and of this deed, then this deed and the estate hereby created shall cease and be null and void.

And the said Mortgagor hereby covenants and agrees:

1. To pay all and singular the principal and interest and other sums of money payable by virtue of said promissory note and this deed, or either, promptly on the days respectively the same severally come due.

2. To pay all and singular the taxes, assessments, levies, liabilities, obligations and encumbrances of every nature on said described property each and every, and if the same be not promptly paid the said Mortgagee may at any time pay the same without waiving or affecting the option to foreclose or any right hereunder, and every payment so made shall bear interest from the date thereof at the rate of 10 (10%) per cent. per annum.

3. To pay all and singular the costs, charges and expenses, including lawyer's costs & fees, reasonably incurred or paid at any time by said Mortgagee because of the failure on the part of the said Mortgagor to perform, comply with and abide by each and every the stipulations, agreements, conditions and covenants of said promissory note and this deed, or either, and every such payment shall bear interest from date at the rate of ten (10) per cent. per annum.

4. To keep the building now or hereafter on said land insured in a sum not less than the full insurable value

Dollars, in a company or companies to be approved by said Mortgagee, and the policy or policies held by and payable to said Mortgagee, and in the event any sum of money becomes payable under such policy or policies, the Mortgagee shall have the option to receive and apply the same on account of the indebtedness hereby secured or to permit the Mortgagor to receive and use it, or any part thereof, for other purposes, without thereby waiving or impairing any equity lien or right under or by virtue of this mortgage, and may place and pay for such insurance or any part thereof, without waiving or affecting the option to foreclose or any right hereunder, and each and every such payment shall bear interest from date at the rate of 10% per cent. per annum. \*\*subject to the prior lien of the first mortgagee on Parcel III.

0372



5. To permit, commit or suffer no waste, impairment or deterioration of said property or any part thereof. O.R. 4498 PAGE 373

6. To perform, comply with and abide by each and every the stipulations, agreements, conditions and covenants in said promissory note and in this deed set forth.

7. If any of said sums of money herein referred to be not promptly and fully paid within fifteen (15) days next after the same severally become due and payable, or if each and every the stipulations, agreements, conditions and covenants of said promissory note and this deed or either, are not duly performed, complied with and abided by, the said aggregate sum mentioned in said promissory note then remaining unpaid shall become due and payable forthwith or thereafter at the option of the Mortgagee as fully and completely as if the said aggregate sum of Fifty Thousand and 00/100 (\$50,000.) dollars was originally stipulated to be paid on such day, anything in said promissory note or herein to the contrary notwithstanding.

8. The Mortgagee may, at any time while a suit is pending to foreclose or to reform this mortgage or to enforce any claims arising hereunder, apply to the court having jurisdiction thereof for the appointment of a receiver, and such court shall forthwith appoint a receiver of the premises and all other property covered hereby, including all and singular the income, profits, rents, issues and revenues from whatever source derived, and such receiver shall have all the broad and effective functions and powers in anywise entrusted by a court to a receiver and such appointment shall be made by such court as an admitted equity and a matter of absolute right to said Mortgagee, and without reference to the adequacy or inadequacy of the value of the property mortgaged or to the solvency or insolvency of said Mortgagor or the defendants, and such income, profits, rents, issues and revenues shall be applied by such receiver according to the lien of this mortgage and the practice of such court.

9. A default in any one of the following described mortgages shall constitute and be considered a default of this mortgage:

(a) Mortgage dated January 7, 1977 from GREEN DOLPHIN CORP. to CARL MINIERI and NICHOLAS MINIERI securing note for \$120,000.00 executed simultaneously herewith, encumbering Parcel I, Green Dolphin Pk.

(b) Mortgage dated January 7, 1977 from GREEN DOLPHIN CORP. to CARL A. MINIERI securing note for \$70,000.00 executed simultaneously herewith, encumbering Parcel II, Green Dolphin Park.

(c) Mortgage dated July 22, 1975 from CARL MINIERI to LANDMARK BANK OF TARPON SPRINGS, which mortgage is being assumed by Mortgagor herein, securing note in original principal amount of \$200,000.00. \*\*

10. Mortgagor shall not convey any part of the property encumbered hereby to any corporation, person or other entity without the written consent of Mortgagee. Continued on Rider attached hereto.

11. This Mortgage is a mortgage of both real property and any improvements and fixtures thereon, and fixtures, equipment and continued on Rider attached hereto and incorporated herein by reference.

\*\*recorded in O.R. 4311 Page 698.  
(d) continued on Rider attached hereto.

In Witness Whereof, The said Mortgagor hereunto sets his hand and seal the day and year first above written.

Signed, Sealed and Delivered in Presence of:

GREEN DOLPHIN CORPORATION

[Signature]  
[Signature]

By: [Signature]  
FRANK EICHER - President

Attest: [Signature]

State of Florida

County of Franklin

I, an officer authorized to take acknowledgments of deeds according to the laws of the State of Florida, duly qualified and acting, HEREBY CERTIFY that

FRANK EICHER as President and MARY J. EICHER as Secretary of GREEN DOLPHIN CORPORATION,

to me personally known, this day acknowledged before me that they executed the foregoing mortgage, and I FURTHER CERTIFY that I know the said persons making said acknowledgment to be the individuals described in and who executed the said mortgage as such officers and that they had the \*\*

In Witness Whereof, I hereunto set my hand and official seal at Franklin County and State, this 7th day of January, A. D. 1977.

\*\*authority to execute said document & affix the corporate seal thereto.

[Signature]  
Notary Public  
My Commission Expires 10/3/1979  
NOTARY PUBLIC STATE OF FLORIDA AT LARGE  
MY COMMISSION EXPIRES OCT. 3 1979  
800-15-THRU-GENERAL-145 UNDERWRITERS

0373

Rider to Mortgage from FRANK EICHER  
to CARL MINIERI, dated January ,  
1977.

10. continued-

In the event any part or all of the encumbered property is conveyed without the prior written consent of the Mortgagee herein, said conveyance shall be considered a default of this mortgage and the amount due hereunder shall be accelerated and become immediately due and payable.

11. continued-

articles of personal property now or hereafter affixed and used in connection with the operation of the premises and shall serve as a "Security Agreement" within the meaning of the "Uniform Commercial Code" as adopted by the State of Florida, and Mortgagor agrees to and shall execute and deliver to the Mortgagee in form satisfactory to the Mortgagee such Financing Statements and such further assurances as Mortgagee may from time to time consider necessary to create, perfect and preserve the lien hereof upon such real property and improvements and such fixtures, equipment and articles of personal property herein described and intended to be subject hereto, it being understood and agreed that this covenant and any agreements or instruments executed hereunder are cumulative and given as additional security.

9. continued-

(d) Mortgage dated January 7, 1977 from GREEN DOLPHIN CORPORATION to FIRST FEDERAL SAVINGS & LOAN ASSOCIATION covering Parcel IV at Green Dolphin Park, Pinellas County, Florida, in original principal amount of \$1,750,000.00.

UNOFFICIAL COPY

0374



# Loveras, Paur and Stevens

Engineers - Surveyors


J.N. 4830-X  
10/29/76

## Green Dolphin Park Description of Parcel - 3

## DESCRIPTION:

Commence at the N.W. corner of the N.E.  $\frac{1}{4}$  of the S.W.  $\frac{1}{4}$  of Section 13, Township 27 South, Range 15 East and go S.  $89^{\circ}-22'-46''$  E., 144.00 feet, along the East-West centerline of said Section 13; thence S.  $00^{\circ}-37'-14''$  W., 40.00 feet; to the P.O.B.; thence S.  $00^{\circ}-37'-14''$  W., 366.00 feet; thence along a curve to the right that has a radius of 160.00 feet, an arc length of 42.50 feet, a chord length of 42.37 feet, a chord bearing of S.  $81^{\circ}-46'-11''$  E.; thence S.  $00^{\circ}-37'-14''$  W., 109.39 feet, thence S.  $37^{\circ}-00'-00''$  W., 56.00 feet; thence S.  $00^{\circ}-30'-00''$  E., 12.00 feet; thence S.  $17^{\circ}-30'-00''$  E., 30.00 feet; thence S.  $11^{\circ}-00'-00''$  W., 13.00 feet; thence S.  $29^{\circ}-00'-00''$  W., 10.00 feet; thence S.  $26^{\circ}-00'-00''$  E., 98.45 feet; thence along a curve to the left that has a radius of 160.00 feet, an arc length of 22.78 feet, a chord length of 22.76 feet, a chord bearing of N.  $66^{\circ}-22'-37''$  E.; thence along a curve to the left that has a radius of 289.21 feet, an arc length of 119.94 feet, a chord length of 119.08 feet, a chord bearing of S.  $54^{\circ}-55'-34''$  E.; thence S.  $66^{\circ}-48'-22''$  E., 280.24 feet; thence S.  $23^{\circ}-11'-18''$  W., 468.78 feet; thence N.  $89^{\circ}-20'-46''$  W., 15.11 feet; thence N.  $65^{\circ}-46'-17''$  W., 810.78 feet; thence N.  $00^{\circ}-06'-14''$  E., 950.00 feet; thence S.  $89^{\circ}-22'-46''$  E., 513.64 feet, to the P.O.B. (Containing 16.650 acres, more or less). Together with the right of ingress and egress over the following described ingress and egress, drainage and/or utility easement: Commence at the NW corner of the N.E.  $\frac{1}{4}$  of the S.W.  $\frac{1}{4}$  of Section 13, Township 27 South, Range 15 East and go S.  $89^{\circ}-22'-46''$  E., 658.60 feet, along the East-West centerline of said Section 13; thence S.  $00^{\circ}-02'-36''$  W., 648.95 feet; thence S.  $89^{\circ}-21'-16''$  E., 301.03 feet to a point on the northwesterly right-of-way line of U.S. Alternate Highway 19; thence following said right-of-way line, S.  $26^{\circ}-12'-08''$  W., 269.33 feet to the P.O.B.; thence continue along said right-of-way line S.  $26^{\circ}-12'-08''$  W., 57.08 feet; thence in a southwesterly direction along a curve to the left that has a radius of 1951.86 feet, an arc length of 20.02 feet, a chord length of 20.02 feet, chord bearing S.  $25^{\circ}-54'-31''$  W.; thence N.  $66^{\circ}-48'-22''$  W., 540.16 feet; thence in a northwesterly direction along a curve to the right that has a radius of 289.21 feet, an arc length of 119.94 feet, a chord length of 119.08 feet, chord bearing N.  $54^{\circ}-55'-34''$  W.; thence in a northeasterly direction along a curve to the left that has a radius of 160.00

Phone: 784-3965 Granada Plaza - Suite 105 - 3250 U.S. Hwy. 19 N., Clearwater, Fla. 33515

A Division of  Dynamic Investments Inc.National Society  
of  
Professional EngineersFlorida Engineering  
SocietyFlorida Water  
Pollution Control  
AssociationAmerican Society  
of  
Civil EngineersFlorida Society  
of  
Professional Land  
SurveyorsTampa Bay Society  
of  
Professional Land  
SurveyorsUrban Land  
Institute

0375

Page 2  
Green Dolphin Park Description of Parcel - 3  
October 29, 1976  
(Cont'd)

feet, an arc length of 77.80 feet, a chord length of 77.03 feet, chord bearing N. 48°-22'-13" E.; thence in a southeasterly direction along a curve to the left that has a radius of 212.21 feet, an arc length of 86.10 feet, a chord length of 85.51 feet, chord bearing S. 55°-10'-59" E.; thence S. 66°-48'-22" E., 544.10 feet to the P.O.B.

0376

UNOFFICIAL COPY



# Loveras, Paul and Stevens



Engineers - Surveyors

J.N. 4830-X  
10/29/76

## Green Dolphin Park Description of Parcel - 4

### DESCRIPTION:

Commence at the N.W. corner of the N.E.  $\frac{1}{4}$  of the S.W.  $\frac{1}{4}$  of Section 13, Township 27 South, Range 15 East and go S.  $89^{\circ}-22'-46''$  E., 144.00 feet, along the East-West centerline of said Section 13; thence S.  $00^{\circ}-37'-14''$  W., 40.00 feet, to the P.O.B.; thence S.  $89^{\circ}-22'-46''$  E., 692.00 feet, along a line 40.00 feet south of and parallel to the East-West centerline of said Section 13; thence S.  $00^{\circ}-02'-36''$  W., 147.50 feet; thence N.  $89^{\circ}-22'-46''$  W., 177.00 feet; thence S.  $00^{\circ}-02'-36''$  W., 481.45 feet, along the 10 acre line as established by M.S. Fullington's survey of 1946; thence S.  $23^{\circ}-11'-18''$  W., 153.53 feet; thence S.  $66^{\circ}-48'-22''$  E., 263.87 feet, to a point on the west right-of-way line of U.S. Alternate Highway No. 19; thence S.  $26^{\circ}-12'-08''$  W., 57.08 feet, along said west right-of-way line; thence along said right-of-way line, along a curve to the left that has a radius of 1951.86 feet, an arc length of 20.02 feet, a chord length of 20.02 feet, a chord bearing of S.  $25^{\circ}-54'-31''$  W.; thence N.  $66^{\circ}-48'-22''$  W., 540.16 feet; thence along a curve to the right that has a radius of 289.21 feet, an arc length of 119.94 feet, a chord length of 119.08 feet, a chord bearing of N.  $54^{\circ}-55'-34''$  W.; thence in a southwesterly direction along a curve to the right that has a radius of 160.00 feet, an arc length of 22.78 feet, a chord length of 22.76 feet, a chord bearing of S.  $66^{\circ}-22'-37''$  W.; thence N.  $26^{\circ}-00'-00''$  W., 98.45 feet; thence N.  $29^{\circ}-00'-00''$  E., 10.00 feet; thence N.  $11^{\circ}-00'-00''$  E., 13.00 feet; thence N.  $17^{\circ}-30'-00''$  W., 30.00 feet; thence N.  $00^{\circ}-30'-00''$  W., 12.00 feet; thence N.  $37^{\circ}-00'-00''$  E., 56.00 feet; thence N.  $00^{\circ}-37'-14''$  E., 109.39 feet; thence in a northwesterly direction along a curve to the left that has a radius of 160.00 feet, an arc length of 42.50 feet, a chord length of 42.37 feet, a chord bearing of N.  $81^{\circ}-46'-11''$  W.; thence N.  $00^{\circ}-37'-14''$  E., 366.00 feet, to the P.O.B. (Containing 9.736 acres, more or less). Subject to an ingress and egress, drainage and/or utility easement over the following described part of the afore described parcel:

Commence at the NW corner of the N.E.  $\frac{1}{4}$  of the S.W.  $\frac{1}{4}$  of Section 13, Township 27 South, Range 15 East, and go

National Society  
of  
Professional Engineers

Florida Engineering  
Society

Florida Water  
Pollution Control  
Association

American Society  
of  
Civil Engineers

Florida Society  
of  
Professional Land  
Surveyors

Tampa Bay Society  
of  
Professional Land  
Surveyors

Urban Land  
Institute

0377

Phone: 784-3965 Granada Plaza - Suite 105 - 3250 U.S. Hwy. 19 N., Clearwater, Fla. 33515

A Division of Dynamic Investments Inc.

Green Dolphin Park Description of Parcel - 48-4498 PAGE 378  
October 29, 1976  
Page 2  
(Cont'd)

S. 89°-22'-46" E., 658.60 feet, along the East-West centerline of said Section 13; thence S. 00°-02'-36" W., 628.95 feet; thence S. 89°-21'-16" E., 301.03 feet, to a point on the northwesterly right-of-way line of U.S. Alternate Highway 19; thence following said right-of-way line, S. 26°-12'-08" W., 269.33 feet to the P.O.B.; thence continue along said right-of-way line S. 26°-12'-08" W., 57.08 feet; thence in a southwesterly direction along a curve to the left that has a radius of 1951.86 feet, an arc length of 20.02 feet, a chord length of 20.02 feet, chord bearing S. 25°-54'-31" W.; thence N. 66°-48'-22" W., 540.16 feet; thence in a northwesterly direction along a curve to the right that has a radius of 289.21 feet an arc length of 119.94 feet, a chord length of 119.08 feet, chord bearing N. 54°-55'-34" W.; thence in a northeasterly direction along a curve to the left that has a radius of 160.00 feet, an arc length of 77.80 feet, a chord length of 77.03 feet, chord bearing N. 48°-22'-13" E.; thence in a southeasterly direction along a curve to the left that has a radius of 212.21 feet, an arc length of 86.10 feet, a chord length of 85.51 feet, chord bearing S. 55°-10'-59" E.; thence S. 66°-48'-22" E., 544.10 feet to the P.O.B

UNOFFICIAL COPY

0378



Rec 10.00  
DS 40  
10.40

01 Cash 11 Chg  
40 Rec 10.00  
41 DS 40  
43 Int 10.40  
Tot 10.40  
OH

80022767

RECORDED  
PINELLAS COUNTY, FLORIDA  
H. J. J. J. J.  
CLERK CIRCUIT COURT

FEB 11 4 49 PM '80

RETURN TO:

Law Offices of  
DUNBAR, DUNBAR & ROMAN, P.A.  
P. O. Box 1197  
Dunedin, Florida 33528

O.R. 4980 PAGE 761

WARRANTY DEED

24 24217991 70 0001. 11-B80  
40 10.00  
41 .40 DS  
10.40 OK

THIS INDENTURE, made this 31 day of January, 1980,  
between GREEN DOLPHIN DEVELOPMENT CORPORATION, a corporation  
existing under the laws of the State of Florida, having its  
principal place of business in the County of Pinellas and State  
of Florida, party of the first part, and GREEN DOLPHIN COMMONS,  
INC., a non-profit Florida corporation, of the County of Pinellas  
and State of Florida, party of the second part,

WITNESSETH:

THAT the said party of the first part, for and in  
consideration of a valuable sum in dollars, to it in hand paid  
by the said party of the second part, the receipt whereof is  
hereby acknowledged, has granted, bargained and sold to the said  
party of the second part forever, the following land, situate,  
lying and being in the County of Pinellas, State of Florida, to  
wit:

PARCEL "A"

A portion of the Northeast 1/4 of the Southwest 1/4  
of Section 13, Township 27 South, Range 15 East,  
Pinellas County, Florida, being further described as  
follows: Commence at the Northwest corner of the  
Northeast 1/4 of the Southwest 1/4 of said Section  
13 for a Point of Reference; thence along the East-West  
centerline of said Section 13, South 89°22'46" East,  
658.60 feet; thence South 00°02'36" West, 40.00 feet  
along the 10 acre line as established by M. S.  
Fullinton's survey of 1946, to the POINT OF BEGINNING;  
thence along the Southerly boundary of the maintained  
and occupied 40 foot right-of-way of Meres Boulevard,  
South 89°22'46" East, 177.00 feet; thence South 00°  
02'36" West, 147.50 feet; thence North 89°22'46" West,  
177.00 feet; thence along the aforesaid 10 acre line,  
North 00°02'36" East, 147.50 feet to the POINT OF  
BEGINNING and containing 0.60 acres of land more or  
less.

PARCEL "B"

A portion of the North 1/2 of the Southwest 1/4 of  
Section 13, Township 27 South, Range 15 East,  
Pinellas County, Florida, being further described  
as follows: Commence at the Northwest corner of the  
Northeast 1/4 of the Southwest 1/4 of said Section 13  
for a Point of Reference; thence along the East-West

THIS INSTRUMENT WAS PREPARED BY  
DUNBAR, DUNBAR & ROMAN, P.A.  
P. O. BOX 1197, DUNEDIN, FLORIDA 33528

LAW OFFICES OF  
DUNBAR, DUNBAR  
& ROMAN, P. A.  
1996 BAYSHORE BLVD.  
P. O. BOX 1197  
DUNEDIN, FLA. 33528  
813 730-2154  
813 837-1378

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STATE OF FLORIDA  
DOCUMENTARY STAMP TAX  
DEPT. OF REVENUE  
FEB 11 1980  
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centerline of said Section 13, South 89°22'46" East, 109.00 feet; thence South 00°37'14" West, 40.00 feet to the POINT OF BEGINNING: thence along the Southerly boundary of the maintained and occupied 40 foot right-of-way of Meres Boulevard, South 89°22'46" East, 70.00 feet; thence South 14°15'50" West, 89.03 feet; thence South 00°37'14" West, 250.00 feet; thence 408.27 feet along the arc of a curve concave to the Southwest, having a radius of 190.00 feet, a chord of 334.14 feet, and a chord bearing of South 23°35'42" East; thence South 66°48'22" East, 601.07 feet; thence along the Northwesterly right-of-way line of U.S. Alternate Highway 19, South 26°12'08" West, 57.08 feet; thence continued along said right-of-way, 20.02 feet along the arc of a curve concave to the Southeast, having a radius of 1951.86 feet, a chord of 20.02 feet, and a chord bearing of South 25°54'31" West; thence North 66°48'22" West, 638.14 feet; thence 669.48 feet along the arc of a curve concave to the Northeast, having a radius of 190.00 feet, a chord of 373.09 feet, and a chord bearing of North 14°32'54" West; thence North 00°37'14" East, 250.00 feet; thence North 13°01'22" West 89.03 feet to the POINT OF BEGINNING and containing 3.95 acres of land more or less.

And the said party of the first part does hereby fully warrant the title to said land, and will defend the same against the lawful claims of all persons whomsoever.

IN WITNESS WHEREOF, the said party of the first part has caused these presents to be signed in its name by its President, and its corporate seal to be affixed, the day and year above written.

Signed, sealed and delivered in the presence of :

GREEN DOLPHIN DEVELOPMENT CORPORATION

Allen W. Dunbar

By: Lindon F. Lane, President

Barbara M. Siebo

STATE OF FLORIDA )  
  )  
COUNTY OF PINELLAS )

I HEREBY CERTIFY, that on this 31 day of January, 1980, before me personally appeared LINDON F. LANE, President of GREEN DOLPHIN DEVELOPMENT CORPORATION, a corporation under

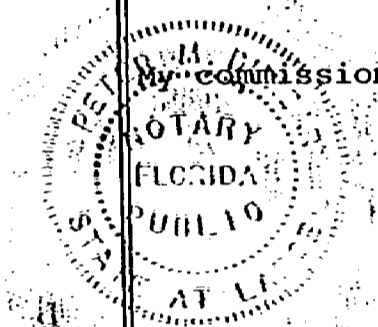
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SPRINGHILL, FLA. 32088  
(912) 733-2154  
(912) 937-1378



the laws of the State of Florida, to me known to be the person described in and who executed the foregoing conveyance to GREEN DOLPHIN COMMONS, INC., a non-profit Florida corporation and acknowledged the execution thereof to be his free act and deed as such officer, for the uses and purposes therein mentioned; and he affixed thereto the official seal of said corporation, and the said instrument is the act and deed of said corporation.

WITNESS my signature and official seal at Dunedin in the County of Pinellas and State of Florida, the day and year last aforesaid.

*Arthur Dunbar*  
Notary Public



UNOFFICIAL COPY

My commission expires: **November 29, 1980**

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