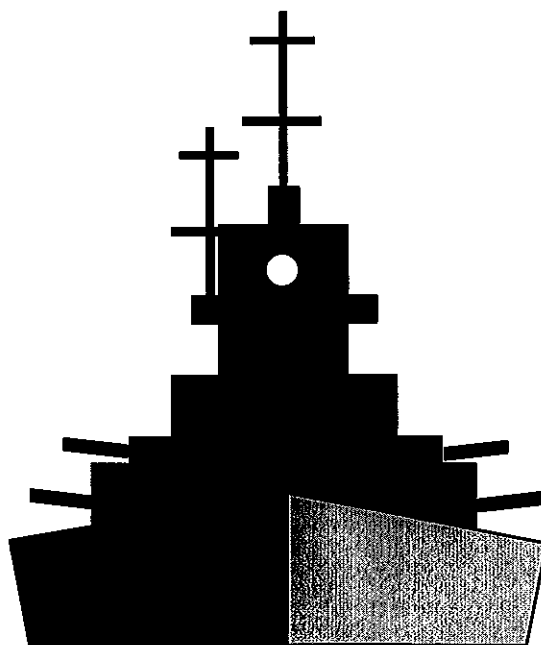


WINDRUSH BAY



AMENDMENT TO THE BY-LAWS OF WINDRUSH BAY
CONDOMINIUM ASSOCIATION, INC., A FLORIDA CORPORATION

INST # 94-089298
MAR 29, 1994 12:04PM

NOT FOR PROFIT

PINELLAS COUNTY FLA.
OFF. REC. BK 8611 PG-1376

THIS DOCUMENT is made as an Amendment to the By-Laws of
Windrush Bay Condominium Association, Inc. a Florida For Profit
Corporation upon affirmative vote of the members of the Association
pursuant to the authority created in the Articles of Incorporation
of such Corporation and the Declaration of Condominium for Windrush
Bay, a condominium per Condominium Declaration recorded in Official
Record Book 4844, Page 203 and is subsequently amended and as
further recorded in Condominium Plat Book 81, Pages 43 through 87
inclusive of the Public Records of Pinellas County, Florida.

RECORDING
REC 6.00
DS _____
INT. _____
FBES _____
MTF _____
P/C _____
REV _____
TOTAL 6.00
sw

Article 4.2 (a) titled Election of Directors is deleted in
its entirety as follows:

4.2 Election of Directors.

(a) Members of the Board of Directors shall be elected
by a majority vote of the owners present at the annual meeting of
the members of the Association, and entitled to vote.

A new section 4.2 Election of Directors is substituted in
its stead:

4.2 Election of Directors.

(a) Members of the Board of Directors shall be elected
by a majority vote of the owners present at the annual meeting of
the members of the Association, and entitled to vote. Further, the
number of Directors shall now be affixed at five, and all Directors
shall serve two year terms. However, initially, for the election
held in November of 1994 for the 1995 slate, two Directors shall be
elected for one year positions so that their seats shall expire the
following year, and the remaining three Directors shall be elected
for two year terms. The purpose of this provision is that
henceforth all Directors shall serve two year terms but the effect
of this provision shall be that two Directors shall be elected in
one year calendar year and three Directors in the ensuing calendar
year, so that the third seat shall be staggered.

WINDRUSH BAY CONDOMINIUM
ASSOCIATION, INC.

By: Robert L. Garth
ROBERT L. GARTH, President

RETURN TO:

STATE OF FLORIDA
COUNTY OF PINELLAS

The foregoing instrument was acknowledged before me this 18TH
day of MARCH, 1994, by ROBERT L. GARTH, who is personally
known to me or who has produced () a Driver's License or
Non-Driver's I.D. issued by Florida or any other U.S. State; () a
U.S. Passport or a Foreign Passport stamped by the U.S. Immigration
and Naturalization Services; () a U.S. Military I.D.; () a
Canadian or Mexican Driver's License issued by an official agency;
() for an inmate in custody, an I.D. issued by the Florida
Department of Corrections, as identification and who (did/did not)
take an oath.

PATRICIA G. ANDENTE
Notary Public, State of Florida
My comm. expires Feb. 16, 1997
No. CC 26022

Patricia G. Andente
Name
Notary Public-State of Florida
Commission # CC 260224

KARLEEN F. DEBLAKER, CLERK
RECORD VERIFIED BY: SB

81051236

DR. 5171 PAGE 503

FIRST AMENDMENT TO THE DECLARATION OF CONDOMINIUM OF WINDRUSH BAY, A CONDOMINIUM

APR 3 1 39 PM '81
CLERK OF DISTRICT COURT
TALLAHASSEE, FLORIDA

DATE: March 30, 1981

SPONSOR: Windrush III, a Florida general partnership
2063 Hartley Road, Suite 2
Jacksonville, Florida 32217

CONDOMINIUM: Windrush Bay, a Condominium, according to the declaration thereof dated April 23, 1979, and recorded at Official Records Book 4844, Page 2038 of the Public Records of Pinellas County, Florida (the "Declaration"), and in Condominium Plat Book 33, Pages 76-90, inclusive, of the same public records.

01 Cash II Chg
40 Rec 25.00
41 DS
43 Int
Tot 25.00

PRELIMINARY STATEMENT

Under Paragraph 21 of the Declaration, Windrush I, the original developer of the Condominium, reserved the right to submit to the condominium form of ownership under the terms and conditions of the Declaration, as Phase II of the Condominium, that real property more particularly described in Exhibit A hereto, and to make certain other amendments to the Declaration in connection with the development of Phase II. By Assignment of even date herewith, Windrush I has assigned to Sponsor all of its rights regarding the development of Phase II of the Condominium. Now, therefore, Sponsor makes the following declarations and amendments to the Declaration:

1. Submission of real property to condominium ownership. By this First Amendment to the Declaration, Sponsor submits the real property described in Exhibit A hereto and owned by Sponsor in fee simple absolute subject to the matters set forth therein to the condominium form of ownership in the manner provided in Chapter 718 of the Florida Statutes, as Phase II of the Condominium.

2. Development Plan. Phase II of the Condominium is described and established as follows:

2.1 Survey, Plot Plan and Graphic Description. The survey of the land described in Exhibit A and a graphic description of the improvements in which units are to be located and a plot plan are attached hereto as Exhibit B and made a part hereof and, together with the Declaration and this First Amendment to the Declaration, are in sufficient detail to identify the common elements, limited common elements and each unit of Phase II and their relative locations and approximate dimensions.

ORIGINAL CONDOMINIUM PLAT PERTAINING HERETO WAS FILED IN CONDOMINIUM PLAT BOOK 33 PGS 76 THRU 90 INCL.

THIS INSTRUMENT PREPARED BY: AND RETURN TO:
BERT C. SIMON, ATTORNEY AT LAW
901 FISK STREET, SUITE 303
JACKSONVILLE, FLORIDA 32204

The Condominium Plat pertaining hereto is recorded in Condominium Plat Book 49, Pages 87 through 88, inclusive.

2.2 Certificate of Surveyor. Construction of the improvements comprising Phase II of the Condominium is not substantially completed. Upon substantial completion, Sponsor shall file as an amendment to the Declaration a certificate of King Engineering Associates, Inc., a surveyor authorized to practice in the State of Florida, stating that the exhibits referred to in Paragraph 2.1, together with the wording of the Declaration and this the First Amendment to the Declaration, are a correct representation of the improvements described, and that the construction of the improvements described is sufficiently complete so that there can be determined therefrom the identification, location and dimensions of the Common Elements and the Limited Common Elements, if any, and of each unit.

2.3 Percentage of Common Elements and Common Expenses. Under Paragraph 21.4 of the Declaration, Sponsor reserved the right upon the initiation of Phase II to increase or decrease, within stated limits, any Unit Owner's share of the Common Elements, Common Expenses and Common Surplus. Accordingly, the revised undivided shares in the Common Elements that are appurtenant to each unit in Phase I and Phase II are as set forth in Exhibit C hereto.

3. Limitation. Except as provided herein, the Declaration is not otherwise amended and remains in full force and effect.

IN WITNESS WHEREOF, Sponsor has executed this First Amendment to the Declaration of Condominium of Windrush Bay, a Condominium, this 30th day of March, 1981.

Witnesses:

Bert J. Lewis
Lela A. Johnson

WINDRUSH III, a Florida partnership

By: Windrush Bay Associates, Inc.,
a general partner

By: F. Francis Hughes
Its President

STATE OF FLORIDA
COUNTY OF DUVAL

The foregoing instrument was acknowledged before me this 30th day of March, 1981, by F. Francis Hughes, the President of Windrush Bay Associates, Inc., a general partner of Windrush III, a Florida general partnership, on behalf of the partnership.

Lela A. Johnson
Notary Public
State of Florida at Large
My Commission Expires:

(Notarial Seal)

Notary Public, State of Florida at Large
My Commission Expires Dec. 6, 1981
Bonded by American Fire & Casualty Company

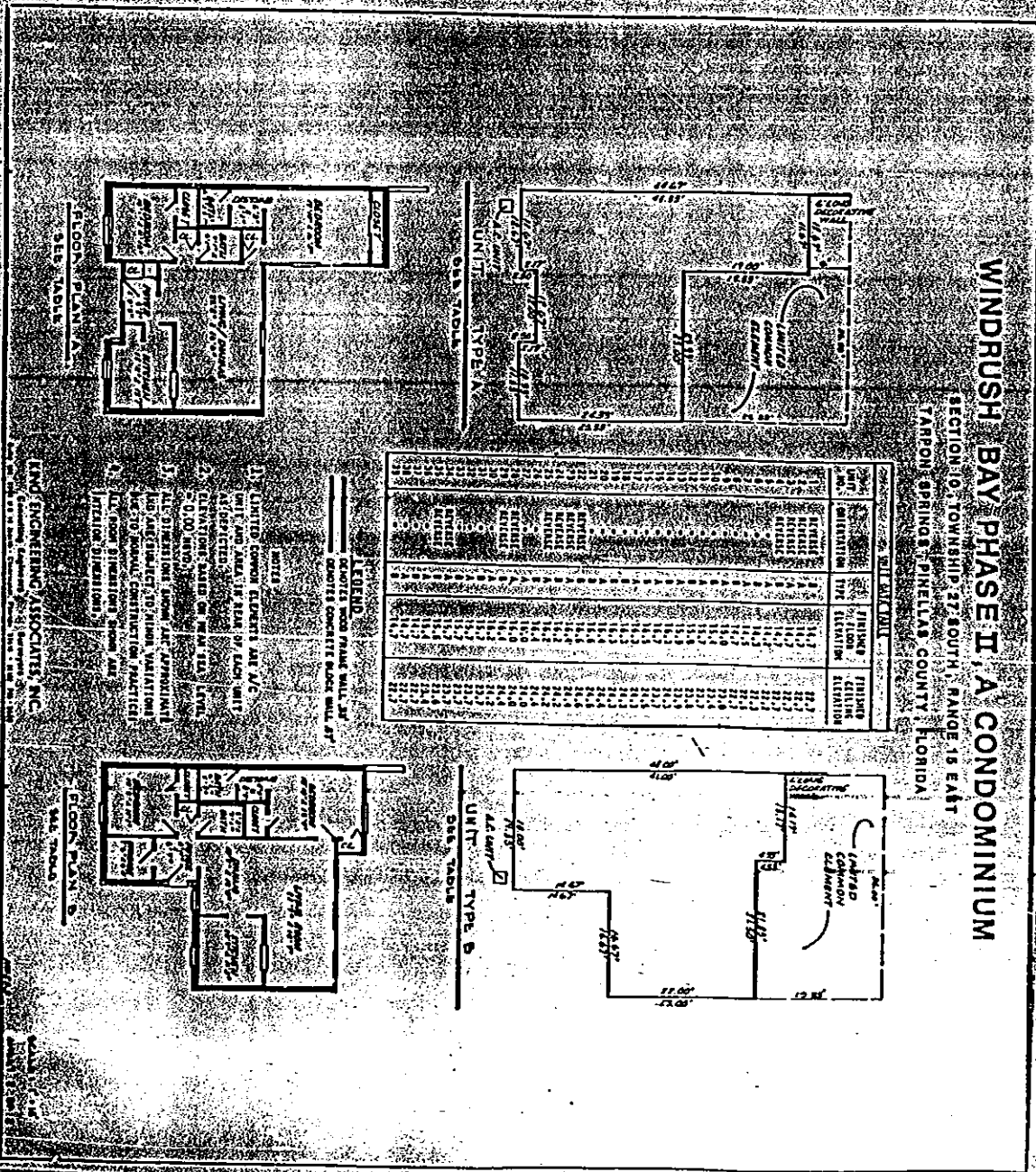
Being a part of Lot 41 in the SE 1/4 of Section 10, Township 27 South, Range 15 East, TAMPA AND TARPON SPRINGS LAND COMPANY SUBDIVISION, as recorded in Plat Book 1 Page 116, Public Records of Hillsborough County, Florida of which Pinellas County was formerly a part, being further described as:

Commence at the Southeast corner of the SE 1/4 of Section 10, Township 27 South, Range 15 East, Pinellas County, Florida, thence N.00°40'00"W., along the East boundary of said SE 1/4, a distance of 996.94 feet to the Southeast corner of the North 1/4 of the South 1/2 of said SE 1/4, and the Southeast corner of Lot 41, Tampa and Tarpon Springs Land Company Subdivision, as recorded in Plat Book 1 Page 116, Public Records of Hillsborough County, Florida, of which Pinellas County was formerly a part; thence N.89°54'51"W., along the South boundary of said North 1/4, and the South boundary of said Lot 41, a distance of 33.00 feet to the Point of Beginning; said point being on the West right-of-way line of Florida Avenue; thence N.00°40'00"W., along said right-of-way line, 33.00 feet from and parallel with said East boundary, a distance of 297.31 feet; thence N.89°54'18"W., 35.00 feet Southerly of and parallel with the North boundary of said North 1/4 and the South boundary of Lot 36, said subdivision, a distance of 794.03 feet; thence S.00°07'49"W., 297.41 feet to a point on the South boundary of said North 1/4 and the South boundary of said Lot 41; thence S.89°54'51"E., along said South boundary 798.16 feet to the Point of Beginning.

Containing 5.434 acres, more or less.

EXHIBIT A

EXHIBIT B



WINDRUSH BAY PHASE II, A CONDOMINIUM

SECTION 10, TOWNSHIP 27 SOUTH, RANGE 18 EAST
TARPOON SPRINGS, PHILLIPS COUNTY, FLORIDA

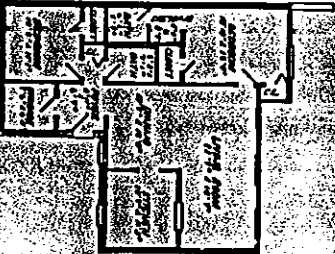
UNIT	FLOOR	FINISHING	FINISHING
NO.	LEVEL	ELEVATION	ELEVATION
101	101	101	101
102	102	102	102
103	103	103	103
104	104	104	104
105	105	105	105
106	106	106	106
107	107	107	107
108	108	108	108
109	109	109	109
110	110	110	110
111	111	111	111
112	112	112	112
113	113	113	113
114	114	114	114
115	115	115	115
116	116	116	116
117	117	117	117
118	118	118	118
119	119	119	119
120	120	120	120
121	121	121	121
122	122	122	122
123	123	123	123
124	124	124	124
125	125	125	125
126	126	126	126
127	127	127	127
128	128	128	128
129	129	129	129
130	130	130	130
131	131	131	131
132	132	132	132
133	133	133	133
134	134	134	134
135	135	135	135
136	136	136	136
137	137	137	137
138	138	138	138
139	139	139	139
140	140	140	140
141	141	141	141
142	142	142	142
143	143	143	143
144	144	144	144
145	145	145	145
146	146	146	146
147	147	147	147
148	148	148	148
149	149	149	149
150	150	150	150
151	151	151	151
152	152	152	152
153	153	153	153
154	154	154	154
155	155	155	155
156	156	156	156
157	157	157	157
158	158	158	158
159	159	159	159
160	160	160	160
161	161	161	161
162	162	162	162
163	163	163	163
164	164	164	164
165	165	165	165
166	166	166	166
167	167	167	167
168	168	168	168
169	169	169	169
170	170	170	170
171	171	171	171
172	172	172	172
173	173	173	173
174	174	174	174
175	175	175	175
176	176	176	176
177	177	177	177
178	178	178	178
179	179	179	179
180	180	180	180
181	181	181	181
182	182	182	182
183	183	183	183
184	184	184	184
185	185	185	185
186	186	186	186
187	187	187	187
188	188	188	188
189	189	189	189
190	190	190	190
191	191	191	191
192	192	192	192
193	193	193	193
194	194	194	194
195	195	195	195
196	196	196	196
197	197	197	197
198	198	198	198
199	199	199	199
200	200	200	200

LEGEND
 1. EXTERIOR WALL SHALL BE
 CONCRETE BLOCK WALL, 12"

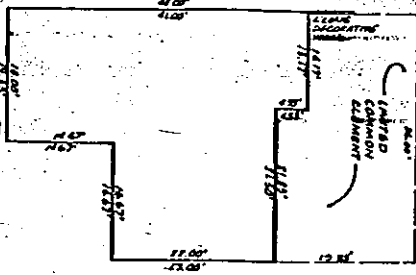
- NOTES
1. UNITED COVER ELEMENTS ARE A/C-1000 AND ARE 18" HIGH BY 6" WIDE.
 2. ELEVATION SHALL BE AS SHOWN ON DRAWING.
 3. ALL DIMENSIONS ARE TO FACE UNLESS OTHERWISE NOTED.
 4. ALL DIMENSIONS ARE TO FACE UNLESS OTHERWISE NOTED.
 5. ALL DIMENSIONS ARE TO FACE UNLESS OTHERWISE NOTED.
 6. ALL DIMENSIONS ARE TO FACE UNLESS OTHERWISE NOTED.
 7. ALL DIMENSIONS ARE TO FACE UNLESS OTHERWISE NOTED.
 8. ALL DIMENSIONS ARE TO FACE UNLESS OTHERWISE NOTED.
 9. ALL DIMENSIONS ARE TO FACE UNLESS OTHERWISE NOTED.
 10. ALL DIMENSIONS ARE TO FACE UNLESS OTHERWISE NOTED.

ENGINEERING ASSOCIATES, INC.
 1000 N. W. 10th St., Ft. Lauderdale, Fla. 33304

UNIT TYPE B
 SEE TABLE



UNIT TYPE A
 SEE TABLE



SEE TABLE FOR UNIT TYPE A

SEE TABLE FOR UNIT TYPE B

WINDRUSH BAY, A CONDOMINIUM
 AMENDED PERCENTAGE SHARE
 OF COMMON ELEMENTS AND COMMON EXPENSES

Address	Type (Bd/Bath)	% of Ownership
301 N. Florida Avenue Tarpon Springs, Florida		
A-100	1/1 - EFF	.4125
A-101	1/1 - EFF	.4125
A-200	1/1 - EFF	.4125
A-201	1/1 - EFF	.4125
B-102	2/1 - B	.6226
B-202	2/1 - B	.6226
B-103	2/2 - C	.671
B-203	2/2 - C	.671
B-104	2/2 - C	.671
B-204	2/2 - C	.671
B-105	2/1 - B	.6226
B-205	2/1 - B	.6226
C-106	2/2 - C	.671
C-206	2/2 - C	.671
C-107	2/2 - C	.671
C-207	2/2 - C	.671
C-108	2/2 - C	.671
C-208	2/2 - C	.671
C-109	2/2 - C	.671
C-209	2/2 - C	.671
D-110	2/2 - C	.671
D-210	2/2 - C	.671
D-111	3/2 - D	.79419
D-211	3/2 - D	.79419
D-112	2/2 - C	.671
D-212	2/2 - C	.671
D-113	2/1 - B	.6226
D-213	2/1 - B	.6226
E-114	2/2 - C	.671
E-214	2/2 - C	.671
E-115	3/2 - D	.79419
E-215	3/2 - D	.79419
E-116	2/2 - C	.671
E-216	2/2 - C	.671
E-117	2/1 - B	.6226
E-217	2/1 - B	.6226
F-118	2/1 - B	.6226
F-218	2/1 - B	.6226
F-119	2/2 - C	.671
F-219	2/2 - C	.671
F-120	2/2 - C	.671
F-220	2/2 - C	.671
F-121	2/1 - B	.6226
F-221	2/1 - B	.6226
G-122	2/2 - C	.671
G-222	2/2 - C	.671
G-123	3/2 - D	.79419
G-223	3/2 - D	.79419
G-124	2/2 - C	.671
G-224	2/2 - C	.671
G-125	2/1 - B	.6226
G-225	2/1 - B	.6226
H-126	2/1 - B	.6226
H-226	2/1 - B	.6226
H-127	2/2 - C	.671
H-227	2/2 - C	.671
H-128	2/2 - C	.671
H-228	2/2 - C	.671
H-129	2/1 - B	.6226
H-229	2/1 - B	.6226

Address Type % of Ownership
(Bd/Bath)

301 N. Florida Avenue
Tarpon Springs, Florida

Address	Type (Bd/Bath)	% of Ownership
J-130	1/1 - A	
J-230	1/1 - A	.5115
J-131	1/1 - A	.5115
J-231	1/1 - A	.5115
K-132	2/1 - B	.5115
K-232	2/1 - B	.6226
K-133	2/2 - C	.6226
K-233	2/2 - C	.671
K-134	2/2 - C	.671
K-234	3/2 - D	.79419
K-135	3/2 - D	.79419
K-235	2/2 - C	.671
L-142	2/2 - C	.671
L-242	2/2 - C	.671
L-143	2/2 - C	.671
L-243	2/2 - C	.671
L-144	2/2 - C	.671
L-244	2/2 - C	.671
L-145	2/2 - C	.671
L-245	2/2 - C	.671
M-138	2/1 - B	.6226
M-238	2/1 - B	.6226
M-139	2/2 - C	.671
M-239	2/2 - C	.671
M-140	2/2 - C	.671
M-240	2/2 - C	.671
M-141	2/1 - B	.6226
M-241	2/1 - B	.6226
N-100	1/1 - A	.5115
N-200	1/1 - A	.5115
N-101	1/1 - A	.5115
N-201	1/1 - A	.5115
O-110	2/1 - B	.6226
O-210	2/1 - B	.6226
O-111	2/2 - C	.671
O-211	2/2 - C	.671
O-112	3/2 - D	.79419
O-212	3/2 - D	.79419
O-113	2/2 - C	.671
O-213	2/2 - C	.671
1	2/2 - Patio Home	.9035
2	2/2 - Patio Home	.9035
3	2/2 - Patio Home	.9035
4	2/2 - Patio Home	.9035
5	2/2 - Patio Home	.9035
6	2/2 - Patio Home	.9035
7	2/2 - Patio Home	.9035
8	2/2 - Patio Home	.9035
9	2/2 - Patio Home	.9035
10	2/2 - Patio Home	.9035
11	2/2 - Patio Home	.9035
12	2/2 - Patio Home	.9035
13	2/2 - Patio Home	.9035
14	2/2 - Patio Home	.9035
15	2/2 - Patio Home	.9035
16	2/2 - Patio Home	.9035
17	2/2 - Patio Home	.9035
18	2/2 - Patio Home	.9035
19	2/2 - Patio Home	.9035
20	2/2 - Patio Home	.9035

Address	Type (Bd/Bath)	% of Ownership
301 N. Florida Avenue Tarpon Springs, Florida		
21	2/2 - Patio Home	.9035
22	2/2 - Patio Home	.9035
23	2/2 - Patio Home	.9035
24	2/2 - Patio Home	.9035
25	2/2 - Patio Home	.9035
26	2/2 - Patio Home	.9035
27	2/2 - Patio Home	.9035
28	2/2 - Patio Home	.9035
29	2/2 - Patio Home	.9035
30	2/2 - Patio Home	.9035
31	2/2 - Patio Home	.9035
32	2/2 - Patio Home	.9035
33	2/2 - Patio Home	.9035
34	2/2 - Patio Home	.9035
35	2/2 - Patio Home	.9035
36	2/2 - Patio Home	.9035
37	2/2 - Patio Home	.9035
38	2/2 - Patio Home	.9035
39	2/2 - Patio Home	.9035

100.0%

83239156

1.5652 PAGE 2197

SECOND AMENDMENT TO THE DECLARATION OF CONDOMINIUM OF WINDRUSH BAY, A CONDOMINIUM

DATE

NOVEMBER 18, 1983

SPONSOR

ANCLOTE PROPERTY CORPORATION
30 North Ring Avenue
Tarpon Springs, Florida 33589

CONDOMINIUM

01 Cash 1 Chp
40 Rec 13.00
41 DS
49 Int
Tel 43.0000

WINDRUSH BAY, A CONDOMINIUM, according to the Declaration thereof dated April 23, 1979 and recorded in O.R. Book 4844, Page 2038, Public Records of Pinellas County, Florida and thereafter amended by First Amendment to the Declaration as recorded in O.R. Book 5171, Page 303, Public Records of Pinellas County, Florida, and recorded in Condominium Flat Book 33, Pages 76 through 90, inclusive, in Condominium Flat Book 49, Pages 87 through 88, inclusive, Public Records of Pinellas County, Florida.

PRELIMINARY STATEMENT

Pursuant to paragraph 2.2 of the First Amendment to the Declaration of Condominium of WINDRUSH BAY, A CONDOMINIUM the sponsor was entitled to file as an amendment to the Declaration a Certificate of King Engineering Assoc., a surveyor authorized to practice in the State of Florida, stating that the exhibits referred to in paragraph 2.1 of the First Amendment together with the wording of the Declaration and this Second Amendment to the Declaration are a correct representation of the improvements described, and that the construction of the improvements described are sufficiently complete so that there can be determined therefrom the identification, location and dimensions of the common elements and the limited common elements, if any to each unit.

WHEREAS, pursuant to said paragraph 2.1 there is hereby attached a Surveyor's Certificate as Exhibit "A" to this amendment which provides that units 1 through 39 have been constructed and are substantially complete with accordance with the terminology just set forth in paragraph 2.2 of the First Amendment to the Declaration of Condominium.

IN WITNESS WHEREOF, sponsors executed this Second Amendment to the Declaration of Condominium of WINDRUSH BAY, A CONDOMINIUM this 18th day of November, 1983.

Signed, sealed and delivered in the presence of:

Handwritten signatures: Brenda L. LaPointe, Joyce M. Traum

ANCLOTE PROPERTY CORPORATION

By: Fred W. Howard, President

Notary Public Seal: Roger A. Larson, Clerk Circuit Court, 5:10 PM '83

Sworn to and subscribed before me this 18th day of November, 1983.

Handwritten signature of Notary Public: Roger A. Larson

My Commission Expires:

JOYCE M. TRAUM
Notary Public, Florida, State of
My Commission Expires May 17, 1984



THIS INSTRUMENT PREPARED BY:

ROGER A. LARSON, ESQUIRE
LARSON, CONKLIN, STANLEY & PROBST, P.A.
25 N. Indian Rocks Road
Clear Bluffs, Florida 33540

CONDOMINIUM PLATS PERTAINING HERETO ARE FILED IN CONDOMINIUM FLAT BOOK 33, PAGES 76-90

SURVEYOR'S CERTIFICATE

STATE OF FLORIDA)
) SS
COUNTY OF PINELLAS)

The undersigned, a land surveyor, duly authorized to practice under the laws of the State of Florida, hereby certifies that as of the 11th day of November, 1983 that the construction of the improvements are substantially complete so that the material together with the provisions of the Declaration of Condominium describing the condominium property, of WINDRUSH EAY, A CONDOMINIUM, in accordance with the Declaration of Condominium, recorded in O.R. Book 4844, Page 2038 and thereafter is amended in O.R. Book 5171, Page 503, together with this Amendment, is an accurate representation of the location and dimensions of the improvements and so that the identification, location, and dimensions of the common elements into each unit can be determined from these materials.

Changes to the First Amendment are as follows:

- Unit 4 has a finished floor elevation of 14.86 feet
- Unit 5 is 0.74 feet North and 1.90 feet West of the platted location
- Unit 6 is 7.68 feet South of platted location
- Unit 9 is 11.00 feet South of the platted location
- Unit 18 has a finished floor elevation of 16.19 feet
- Unit 21 has a finished floor elevation of 16.48 feet
- Unit 26 is 0.27 feet North of platted location
- Unit 28 is 2.07 feet West of platted location
- Unit 30 is 0.25 feet South and 0.17 West of platted location
- Unit 36 has a finished floor elevation of 15.54 feet
- Unit 38 is 1.56 feet West of platted location and has a finished floor elevation of 14.57 feet
- Unit 39 has a finished floor elevation of 14.58 feet

AND that the identification, location and dimensions of all of the Common elements serving said Units 1 through 39 can be determined from said Plat, exhibits, materials and this Certification of Completion.

KING ENGINEERING ASSOCIATES

Earl L. Ratliff, Jr.
Earl L. Ratliff, Jr.
Fla. Surveyor's Reg. No. 5400

SWORN to and subscribed before me this 17th day of November, 1983

My Commission Expires:

Notary Public, State of Florida at Large
My Commission Expires FEB. 25, 1985

James G. Wickham
NOTARY PUBLIC
ANCLOTE PROPERTY CORPORATION
By: *Fred Wm. Howard*
Fred Wm. Howard, /President

SWORN to and subscribed before me this 17th day of November, 1983

My Commission Expires:

JOYCE M. TRAUM
Notary Public, Florida, State at Large
My Commission Expires May 17, 1987

Joyce M. Traum
NOTARY PUBLIC

JOINDER OF MORTGAGEE

NCNB NATIONAL BANK OF FLORIDA ("NCNB"), the owner and holder of a mortgage ("the Mortgage") dated August 5, 1983, recorded at Official Records Book 5578, Page 1663, of the Public Records of Pinellas County, Florida, encumbering the lands more particularly described therein which lands are subject to the Declaration of Condominium of Windrush Bay, A Condominium (the "Declaration") dated April 23, 1979, recorded at Official Records Book 4844, Page 2038, of the Public Records of Pinellas County, Florida, as amended by the First Amendment to Declaration of Condominium of Windrush Bay, A Condominium, dated March 30, 1981, recorded at Official Records Book 5171, Page 503, of the Public Records of Pinellas County, Florida, joins in the making of the foregoing Second Amendment to the Declaration of Condominium of Windrush Bay, A Condominium, but such joinder is without recourse or warranty and without NCNB assuming any obligation whatsoever of the sponsor under the Declaration, as amended. This joinder shall not, in any way, affect the lien and operation of the Mortgage, and NCNB reserves all rights and remedies granted to NCNB under the Mortgage.

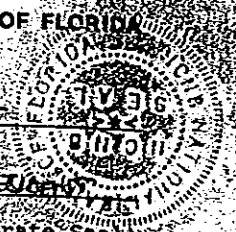
WITNESSES:

Bryan DeLozier
Ann Marie Baker

NCNB NATIONAL BANK OF FLORIDA

By: Robert M. Raw

as its VICE PRESIDENT
(Corporate Seal)



STATE OF FLORIDA
 COUNTY OF HILLSBOROUGH

Execution of the foregoing instrument was acknowledged before me this 30th day of November 1983, by Robert M. Raw as Vice President of NCNB NATIONAL BANK OF FLORIDA, a national banking association, on behalf of the association.

Ann Marie Baker
 Notary Public
 State of Florida at Large

My Commission Expires:



Notary Public State of Florida at Large
 My Commission Expires June 28, 1985

INDEX
FOR
DECLARATION OF CONDOMINIUM

	<u>Page</u>
1. Submission of Real Property to Condominium Ownership	1
2. Name and Address	1
3. Definitions	1
4. Development Plan	2
5. Maintenance, Alteration and Improvement	5
6. Assessments	7
7. Association	8
8. Insurance	8
9. Reconstruction or Repair After Casualty	11
10. Use Restrictions	14
11. Restrictions on Transfer of Units	14
12. Notice of Lien or Suit	19
13. Purchase of Units by Association	19
14. Compliance and Default	19
15. Amendments	20
16. Termination	21
17. Additional Rights of Institutional First Mortgagees	21
18. Severability	22
19. Intent	22
20. Covenants Running with the Land	22
21. Phased Development	22
22. Eminent Domain	24

TABLE OF CONTENTS

All page references on this Table of Contents are to the Prospectus (Offering Circular) page numbers which appear in the bottom right of each page. The page numbers of each item appear in the bottom center of each page.

Disclosure Statement	Prospectus Page Number
Cover	1
Important Matters to be Considered in Acquiring a Condominium Unit	2
Table of Contents	3
*Prospectus (Offering Circular)	4
Exhibits to Prospectus	
*Declaration of Condominium (Appendix I)	11
Legal Description (Exhibit A)	37
Graphic Description of Improvements (Exhibit B)	39
Surveyor's Certificate (Exhibit C)	54
Percentage Share of Common Elements and <u>Common</u> Expenses (Exhibit D)	55
*Articles of Incorporation of Windrush Bay Condominium Association, Inc. (Exhibit E)	59
*By-Laws of Windrush Bay Condominium Association, Inc., (Exhibit F)	69
Personal Property Provided by Sponsor (Exhibit G)	83
Legal Description of Future Parcel (Exhibit H) (Area of possible future phase development)	84-
Survey and Preliminary Plot Plan of Future Parcel (Exhibit I) (graphic description of possible future phase development)	85
Declarations of Servitude (Exhibit J)	86
Initial Rules and Regulations (Exhibit K)	109
Estimated Operating Budget (Exhibit L)	115-
Buyer's Estimated Closing Costs (Exhibit M)	116-
Purchase and Sale Agreement (Exhibit N)	118
Insurance Trust Agreement (Exhibit O)	129-
Sponsors Guaranty of Budget (Exhibit P)	142
Statements of Conversion Conditions (Exhibit Q) (Engineering Inspection and Evaluation; Termite Inspection)	143
Laundry Lease (Exhibit R)	145
Deed Restrictions (Exhibit S)	147

* A detailed table of contents immediately precedes this item at the page indicated above.

Detailed Table of Contents for Prospectus

<u>Item</u>	<u>Page</u>
1. General Description of Condominium	5
(a) Name	
(b) Number of Units and Site Plan	
(c) Schedule of Units	
(d) Estimated Latest Date of Completion	
(e) Leasing of Units	
2. The Condominium is Created and Being Sold as Fee Simple Interests	5
3. General Description of Recreational Facilities	5
(a) Recreational Building	
(b) Swimming Pool	
(c) Maintenance and Laundry Building	
(d) Completion Date and Furnishings	
(e) No Recreational Lease or Ground Lease	
(f) Additional Recreational Facilities	
4. Provisions Relating to Control	7
5. Restrictions on Transfer, Etc.	7
6. Phase Development	7
7. Restrictions as to Use of Units	7
(a) Initial Rules and Regulations	
(b) Restrictions as to children	
(c) Pets	
(d) Deed Restrictions	
8. Utilities	8
(a) Sewage and Waste Disposal	
(b) Water Supply	
(c) Electricity	
(d) Telephone Service	
(e) Storm Drainage	
9. Management and Maintenance	8
10. Method of Determining Ownership of Common Elements	8
11. Estimated Operating Budget	8
12. Estimated Closing Expenses	9
13. Statement of Conversion Conditions	9
14. Declarations of Servitude	9
15. Sponsor	10
16. Operating Officer	10

3.5 "Common Expenses" means the expenses for which the Unit Owners are liable to the Association, including the expenses of the operation, maintenance, repair or replacement of the Common Elements, the cost of carrying out the powers and duties of the Association and all expenses and assessments properly incurred by the Association for the Condominium.

3.6 "Common Surplus" means the excess of all receipts of the Association, including but not limited to assessments, rents, profits and revenues on account of the Common Elements, over the amount of Common Expenses.

3.7 "Condominium" means Windrush Bay, A Condominium, as created by this Declaration and all additions thereto created by amendments to this Declaration, as provided in Section 21.

3.8 "Condominium Property" means all the property both real and personal subjected to the condominium form of ownership by this Declaration and by any amendments to this Declaration as provided in Section 21.

3.9 "Condominium Unit" means a Unit together with the undivided share in the Common Elements and Limited Common Elements, if any, which are appurtenant to the Unit.

3.10 "County" means Pinellas County, Florida.

3.11 "Institutional First Mortgagee" means Banks, Savings and Loan Associations, Insurance Companies, FHA Approved Mortgage Lenders and Bankers, Massachusetts-type or Florida Business Trusts.

3.12 "Limited Common Elements" means and includes those Common Elements which are reserved for the use of a certain Unit or Units to the exclusion of other Units.

3.13 "Reasonable Attorney's Fees" means reasonable fees for the services of attorneys at law whether or not judicial or administrative proceedings are involved and if judicial or administrative proceedings are involved, then of all review of the same by appeal or otherwise.

3.14 "Sponsor" means Windrush I, a Florida general partnership, its assignees, transferees, nominees and successors.

3.15 "Unit" means a part of the Condominium Property which is to be subject to exclusive private ownership as defined in the Condominium Act.

3.16 "Unit Owner" or "Owner of Unit" means the owner of a Condominium Unit.

3.17 "Utility Services" as used in the Condominium Act and construed with reference to this Condominium and as used in the Declaration and By-Laws shall include but not be limited to electricity, water, gas, and garbage and sewage disposal.

4. Development Plan. The Condominium is described and established as follows:

4.1 Survey, Plot Plan and Graphic Description.

A survey of the land described in Exhibit A and a graphic description of the improvements in which Units are located and a plot plan are attached hereto as Exhibit "B" and made a part hereof and together with this Declaration are in sufficient detail to identify the Common Elements, Limited Common Elements and each Unit and their relative locations and approximate dimensions.

4.2 Certificate of Surveyor. A Certificate of C. Fred Deuel and Associates, Inc.

a surveyor authorized to practice in the State of Florida, stating that the Exhibits referred to in Paragraph 4.1 together with the wording of Declaration are a correct representation of the improvements described, and that the construction of the improvements described is sufficiently complete so that there can be determined therefrom the identification, location and dimensions of the Common Elements and Limited Common Elements, if any, and of each Unit, is set forth in Exhibit "C", attached hereto and made a part hereof.

4.3 Percentage of Common Elements and Common Expenses. The undivided shares, stated as percentages, in the Common Elements which are appurtenant to each Unit shall be as set forth in Exhibit "D".

The percentage and manner of sharing Common Expenses and owning Common Surplus shall be as set forth in Exhibit "D".

4.4 Easements. Each of the following easements is reserved through the Condominium Property and is a covenant running with the land of the Condominium and notwithstanding any of the other provisions of this Declaration, may not be amended or revoked and shall survive the termination of the Condominium and the exclusion of any of the lands of the Condominium from the Condominium:

(a) Utilities. As may be required for Utility Services in order to adequately serve the Condominium; provided, however, easements through a Unit shall be according to the plans and specifications for the building containing the Unit or as the building is actually constructed, unless approved in writing by the Unit Owner.

(b) Ingress and Egress. For pedestrian traffic over, through and across sidewalks, paths, walks, lobbys, stairways, walkways and lanes, and like passageways as the same may from time to time exist upon the Common Elements; and for the vehicular traffic over, through and across such portions of the Common Elements as may be from time to time paved and intended for such purposes, but the same shall not give or create in any person the right to park upon any portion of the Condominium Property not designated as a parking area.

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

(d) Sponsor. Until such time as Sponsor has completed all of the contemplated improvements and sold all of the Units contained within the Condominium Property and contemplated future phases thereof as set forth and described in Section 21 hereof, easements, including but not limited to ingress and egress, the establishment of new or the modification of existing driveways, right of ways, and parking areas, and the installation or modification of Utility Services, are hereby reserved and shall exist through and over the Condominium Property as may be required by the Sponsor for the completion of the contemplated improvements, including all contemplated future phases, and the sale of said Units. Neither the Unit Owners nor the Association, nor their use of the Condominium Property, shall interfere in any way with such completion and sale or the use of any portion of a Unit owned by the Sponsor or the Common Elements to facilitate such completion and sale. (See the Reservation of a specific easement set out in Exhibit A).

4.5 Unit Boundaries. Each Unit shall include that part of the building containing the Unit that lies within the boundaries of the Unit, as follows:

(a) Upper and Lower Boundaries. The upper and lower boundaries of the Unit shall be the following boundaries extended to an intersection with the perimetrical boundaries:

(1) Upper Boundary - the horizontal plane of the unfinished ceiling.

(2) Lower Boundary - the horizontal plane of the unfinished floor.



(b) Perimeter Boundaries. The perimeter boundaries of the Unit shall be the vertical planes of the unfinished interior of the walls bounding the Unit extended to the intersection with each other and with the upper and lower boundaries.

4.6 Limited Common Elements. The following structures, equipment and areas are designated as Limited Common Elements for the exclusive benefit of the particular Unit appurtenant to each such item:

(a) All balconies, patios and porches;

(b) Any structure attached to the exterior main walls of the building that serves only the particular Unit adjacent to such structure;

(c) All structures, equipment or areas designated as Limited Common Elements on Exhibit B.

4.7 Common Elements. The Common Elements include the land and all of the parts of the Condominium not within the Units as defined in Section 4.5 or the Limited Common Elements as defined in Section 4.6.

4.8 Amendment of Plans.

(a) Alteration of Unit Plans. Sponsor reserves the right to change the interior design and exterior style and arrangement of all Units, and to alter the boundaries between Units, so long as Sponsor owns the Units so altered. No such change, except as the same may relate to the development of future phases as set forth in Section 21 hereof, shall increase the number of Units nor alter the boundaries of the Common

Elements (other than interior of walls abutting Units owned by the Sponsor) without an amendment, of this Declaration approved by the Association, Unit Owners, and Institutional First Mortgagees in the manner elsewhere provided. If Sponsor shall make any changes in Units so authorized, such changes, shall be reflected by an amendment to this Declaration. If more than one Unit is concerned, the Spncsor shall apportion between the Units the shares in the Common Elements which are appurtenant to the Units concerned.

(b) Amendment of Declaration. An amendment of this Declaration reflecting such alteration of Unit plans by Sponsor or the addition of future phases as set forth in Section 21 hereof need be signed and acknowledged only by the Sponsor and need not be approved by the Association, other Unit Owners, or lienors or mortgagees of other Units or of the Condominium, whether or not such signatures are elsewhere required for an amendment; provided, however, the foregoing right shall not change the percentage of any Unit Owner's proportionate share of the Common Expenses or surplus or voting rights, except as the same may result from the future phases of development set out in Section 21, hereof, unless consented to in writing by such Unit Owner and any Institutional First Mortgagee holding a mortgage on said Unit.

5. Maintenance, Alteration and Improvement. Responsibility for the maintenance of the Condominium Property and restrictions upon the alteration and improvement thereof shall be as follows:

5.1 Common Elements.

(a) By the Association. The maintenance and operation of the Common Elements and the expenses associated therewith shall be designated a Common Expense.

(b) Alteration and Improvement. After the completion of the improvements including the Common Elements contemplated by this Declaration, there shall be no alteration or further improvement of the real property constituting the Common Elements without prior approval in writing by the owners of not less than seventy-five (75%) per cent of the Common Elements and by not less than seventy-five (75%) per cent of the holders of Institutional First Mortgages, except as provided by the By-Laws. Any such alteration of improvements shall not interfere with the rights of any Unit Owners without their consent. The cost of such work shall not be assessed against an Institutional First Mortgagee that acquires its title as a result of owning a mortgage upon the Unit owned, unless such owner shall approve the alteration or improvement, and this shall be so whether the title is acquired by deed from the mortgagor or through foreclosure proceedings. The share of any cost not so assessed shall be assessed to other Unit Owners in the shares that their shares in the Common Elements bear to each other. There shall be no change in the shares and rights of Unit Owners in the Common Elements altered or further improved, whether or not the Unit Owner contributes to the cost of such alteration or improvements.

5.2 Units.

(a) By Association. The Association shall maintain, repair and replace as a Common Expense:

(i) All portions of a Unit, except interior surfaces, contributing to the support of the apartment building, which portions shall include but not be limited to load-bearing columns and load-bearing walls.

(ii) All conduits, ducts, plumbing, wiring and other facilities for the furnishing of utility services contained in the portions of a Unit maintained by the Association; and all such facilities contained within a Unit that services part or parts of the Condominium other than the Unit within which contained.

(iii) All incidental damages caused to a Unit by such work shall be promptly repaired by the Association.

(b) By the Unit Owner. The responsibility of the Unit Owner shall include:

(i) To maintain, repair, and replace at his sole and personal expense, whether located inside or outside of the owner's Unit, all doors, windows, glass, screens, electric panels, electric wiring, electric outlets and fixtures, doorbells and doorknockers, air-conditioners, heaters, hot water heaters, refrigerators, dishwashers, other appliances, drains, plumbing servicing his Unit only, plumbing fixtures and connections within the Unit, interior surfaces of all walls, floors and ceilings, and all other portions of his Unit or Limited Common Elements, if any, except the portions specifically to be maintained, repaired and replaced by the Association. Any maintenance involving the painting, alteration, replacement or repair of any item visible from the exterior of the Unit is subject to approval by the Association.

(ii) ~~Not to enclose, paint, or otherwise decorate or change the appearance of the porches, patios, or balconies appurtenant to the Unit, or any portion of the exterior of the apartment building without the prior written approval of the Association.~~

(iii) To promptly report to the Association any defect or need for repairs, the responsibility for the remedying of which is that of the Association.

(c) Alteration and Improvement. Subject to the other provisions of 5.2 and which in all cases shall supersede and have the priority over the provisions of this subsection when in conflict therewith, a Unit Owner may make such alteration or improvement to the Unit at his sole and personal cost as he may be advised, provided all work shall be done without disturbing the rights of other Unit Owners and further provided that a Unit Owner shall make no changes or alterations to any interior boundary wall, exterior wall, balcony, porch or patio, screening, exterior door, windows, structural or load-bearing member, electrical service or plumbing service, without first obtaining approval in writing of owners of all other Units in such apartment building and the approval of the Board of Directors of the Association. All alterations and improvements must be in compliance with all existing building codes. ~~Alteration may cause an increase in any insurance premium to be paid by the Association.~~

(d) Failure of Unit Owner to Repair. An Agent of the Association may enter into any Unit upon reasonable notice and during reasonable hours to inspect such Unit and, if needed, for the maintenance, repair or replacement of any Common Elements or for making emergency repairs necessary to prevent damage to the Common Elements or to another Unit or Units or which are the responsibility of the Unit Owner and which the Unit Owner, after reasonable notice, has failed to make. All costs of such repairs or maintenance shall be assessed against the concerned Unit Owner as a special assessment and may be collected in the same manner as any other assessment herein provided for. The Association shall not, in exercising its rights hereunder, be liable to a Unit Owner for trespass or otherwise for entry into a Unit in accordance with this subsection.

6. Assessments. The making and collection of assessments against Unit Owners for Common Expenses shall be pursuant to the By-Laws and subject to the following provisions:

6.1 Share of Common Expense. Each Unit Owner shall be liable for a proportionate share of the Common Expenses and shall share in the Common Surplus, the same as set forth in Exhibit D, but the same shall not vest or create in any Unit Owner the right to withdraw or receive distribution of his share of the Common Surplus.

6.2 Payments. Assessments and installments thereon paid on or before ten (10) days after the day when the same shall become due shall not bear interest, but all sums not so paid on or before ten (10) days after the same are due shall bear interest until paid at the rate of ten (10%) per cent per annum. All payments on account shall be first applied to interest and then to the assessment payment first due. If any installment of an assessment remains unpaid thirty (30) days after the same shall become due, the Board of Directors may declare the entire annual assessment as to that delinquent Unit Owner due and payable in full as if the entire amount was originally assessed.

6.3 Lien for Assessments. The Association shall have a lien on each Unit for any unpaid assessments and interest against the Unit Owner, which lien shall also secure reasonable attorneys' fees incurred by the Association incident to the collection of such assessment or enforcement of such lien. Said lien shall be effective from and after the time of recording in the Official Public Records of the County, a claim of lien stating the description of the Unit, the name of the record owner thereof, the amount due and the date when due, and the lien shall continue in effect until all sums secured by the lien shall have been fully paid. Such claims of lien shall be signed and verified by an officer of the Association or by a managing agent of the Association. Upon full payment, the party making payment shall be entitled to a recordable satisfaction of lien. Liens for assessment may be foreclosed by suit brought in the name of the Association in like manner as a foreclosure of a mortgage on real property. In any such foreclosure the owner of the Unit shall be required to pay a reasonable rental for the Unit and the Association shall be entitled as a matter of law to the appointment of a receiver to collect the same. The Association may also sue to recover a money judgment for unpaid assessments without waiving the lien securing the same. Where an Institutional First Mortgagee or

other purchaser of a Unit obtains title to the Unit as a result of the foreclosure of the mortgage or as a result of a conveyance in lieu of foreclosure of the Institutional First Mortgage, such acquirer of title, its successors and assigns, shall not be liable for the share of the Common Expenses or assessments by the Association pertaining to such Unit or chargeable to the former owner of such Unit which become due prior to acquisition of title in the manner above provided, unless such share is secured by a claim of lien for assessments that is recorded prior to the recording of said mortgage. Such unpaid share of Common Expenses or assessments shall be deemed to be Common Expenses collectible from all of the Unit Owners including such acquirer, its successors and assigns.

6.4 Sponsor's Obligation to Pay Assessments.

Except as provided for in Section 6.3 above and in this subsection, no Unit Owner may be excused from the payment of his proportionate share of the Common Expense unless all Unit Owners are likewise proportionately excused from such payment, except that the Sponsor or its successor in interest owning Condominium Units for sale shall be excused from the payment of its share of the Common Expenses for those Units and in all respects during the period of time that it shall have guaranteed that the assessment for Common Expenses of the Condominium imposed upon the Unit Owners other than the Sponsor shall not increase over a stated dollar amount per month per Unit, and shall have obligated itself to pay any amount of Common Expenses incurred during that period and not produced by the assessments at the guaranteed level receivable from other Unit Owners.

7. Association. The operation of the Condominium shall be by the Association, a corporation not for profit under the laws of the State of Florida, which shall fulfill its functions pursuant to the following provisions:

7.1 Articles of Incorporation. A copy of the Articles of Incorporation of the Association is attached as Exhibit "E".

7.2 By-Laws. A copy of the By-Laws of the Association is attached as Exhibit "F".

7.3 Limitation Upon Liability of Association. Notwithstanding the duty of the Association to maintain and repair parts of the Condominium Property, the Association shall not be liable for injury or damage, other than the cost of maintenance and repair, caused by any latent condition of the property to be maintained and repaired by the Association, or caused by the elements or other owners or persons.

8. Insurance. Insurance, other than title insurance, which shall be carried upon the Condominium Property and the property of the Unit Owners shall be covered by the following provisions:

8.1 Authority of Association to Purchase. All insurance policies upon the Condominium Property shall be purchased by the Association for the benefit of the Association, and in case of insurance covering damage to the apartment buildings and its appurtenances, also for the benefit of Unit Owners and their mortgagees as their interests may appear. Provisions shall be made for the issuance of certificates of insurance to mortgagees and all insurance policies and endorsements thereon may, at the discretion of the Association, be deposited with the Insurance Trustee.

8.2 Authority of Individual Unit Owners to Purchase and Sponsor's Recommendation. It shall not be the responsibility or duty of the Association to obtain insurance coverage upon the personal liability, personal property or living expenses of any Unit Owner but the Unit Owner may obtain such insurance at his own expense provided such insurance may not be of a nature to affect policies purchased by the Association. Unit Owners shall furnish the Association with copies of all insurance policies obtained by them.

(a) Unit Owners Insurance. A Unit Owner (including the holder of any mortgage thereon) may obtain additional insurance (including a "condominium unit-owner's endorsement" for improvements and betterments to the Unit made or acquired at the expense of the owner) at his own expense. Such insurance shall be written by the same carrier as that purchased by the Board of Directors pursuant to this Article or shall provide that it shall be without contribution as against the same. The Sponsor recommends that each owner of a Condominium Unit in the project obtain, in addition to the insurance hereinabove provided to be obtained by the Board of Directors, a "Tenant's Homeowners Policy" or equivalent, to insure against loss or damage to personal property used or incidental to the occupancy of the Condominium Unit, additional living expense, plate glass damage, vandalism or malicious mischief, theft, personal liability and the like. Such policy should include a "condominium unit-owner's endorsement" covering losses to improvements and betterments to the Unit made or acquired at the expense of the owner.

8.3 Coverage. The following insurance coverage shall be secured by the Association through companies rated B Plus 8 or better by A.M. Best's Company through a licensed Florida insurance agent or broker.

(a) Casualty. All buildings and improvements upon the land and all personal property included in the Common Elements shall be insured in an amount equal to the maximum insurable replacement value, excluding foundation and excavation costs, as determined by the Board of Directors of the Association. Such coverage shall afford protection against:

(1) Loss or damage by fire or other hazards covered by a standard extended coverage endorsement; and

(2) Such other risks as from time to time shall be customarily covered with respect to buildings similar in construction, location and use as the buildings on the land, including but not limited to vandalism and malicious mischief.

(b) Public Liability Insurance. In such amounts and such coverage as may be required by the Board of Directors of the Association and with cross liability endorsement to cover liabilities of the Unit Owners as a group to a Unit Owner, and also with waiver of the insurer's right of subrogation, if reasonably available.

(c) Workmen's Compensation Coverage Necessary. To meet the requirements of law.

(d) Other. The Association may, at its option, purchase and maintain in force at all times demolition insurance in adequate amounts to

cover demolition in the event of destruction and the decision not to rebuild. The premium therefor shall be paid for out of the Assessments levied against all the Unit Owners in accordance with this Declaration. Such policy, if purchased, shall contain a determinable demolition clause, or similar clause, to allow for coverage of the cost of demolition in the event of destruction and decision not to rebuild. The Association may also purchase and maintain fidelity bonds, insurance on commonly owned personal property, and such other insurance as it may deem necessary, the premiums thereon to be paid for out of the Assessments levied against all of the Unit Owners in accordance with the provisions of this Declaration.

8.4 Premiums. Premiums for insurance purchased by the Association shall be a Common Expense. Premiums shall be paid by the Association.

8.5 Insurance Trustee and Share of Proceeds. All insurance policies purchased by the Association shall be for the benefit of the Association and the Unit Owners and their mortgagees as their interests may appear and shall provide that all proceeds covering property losses shall be paid to an Insurance Trustee, being an institution having offices in the County, and possessing trust powers, as may from time to time be approved by the Board of Directors of the Association, which trustee is herein referred to as "Insurance Trustee". The duty of the Insurance Trustee shall be to receive such proceeds as are paid and hold the same in trust for the purposes elsewhere stated herein and for the benefit of the Unit Owners and their mortgagees in the following shares but which shares need not be set forth on the records of the Insurance Trustee:

(a) Common Elements. Proceeds on account of damage to Common Elements shall be held in undivided shares for the Unit Owners of the Condominium, such shares being the same as the share upon termination as shown on Exhibit "D" attached hereto.

(b) Units. Proceeds on account of damage to Units shall be held in the following undivided shares:

(1) When the building is to be restored for the owners of damaged Units, in proportion to the cost of repairing the damage suffered by each Unit Owner, which cost shall be determined by the Board of Directors of the Association.

(2) When the building is not to be stored for the owners of Units in such building, in undivided shares being the same as their respective shares upon termination as shown on Exhibit "D".

(c) Mortgagees. In the event a mortgagee endorsement has been issued as to a Unit, the share of the Unit Owner shall be held in trust for the mortgagee and the Unit Owner as their interests may appear; provided, however, that no mortgagee shall have any right to determine or participate in the determination as to whether or not any damaged property shall be reconstructed or repaired except as provided in 9.1(b) (1) and (2).

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

(a) Expenses of Trustee. All expenses of the Insurance Trustee shall be first paid or provisions made therefor.

(b) Reconstruction or Repair. If the damage for which the proceeds are paid is to be repaired or reconstructed, the remaining proceeds shall be paid to defray the cost thereof as elsewhere provided. Any proceeds remaining after defraying such costs shall be distributed to the beneficial owners, remittances to Unit Owners and mortgagees being payable jointly to them. This is a covenant for the benefit of any mortgagee of a Unit and may be enforced by such mortgagee.

(c) Failure to Reconstruct or Repair. If it is determined in the manner elsewhere provided that the damage for which the proceeds are paid shall not be reconstructed or repaired, the remaining proceeds shall be distributed to the beneficial owners, remittances to Unit Owners and their mortgagees being payable jointly to them. This is a covenant for the benefit of any mortgagee of a Unit and may be enforced by such mortgagee.

(d) Certificate. In making distribution to Unit Owners and their mortgagees, the Insurance Trustee may rely upon a certificate of the Association made by its President and Secretary or by the Association's managing agent as to the names of Unit Owners and their respective shares of the distribution.

9. Reconstruction or Repair After Casualty.

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

(a) Common Elements. If the damaged improvement is a Common Element, the same shall be reconstructed or repaired unless the damages to the building containing such Common Element extend to the Units, in which case the provisions of 9.1(b) shall apply.

(b) Building.

(1) Partial Destruction - If the damaged improvement is one of the buildings and less than ninety (90%) per cent of the amount of insurance applicable to such building is forthcoming by reason of such casualty, then the building shall be reconstructed and repaired unless seventy-five (75%) per cent of the owners of the Unit and all holding first mortgages upon Units contained within such building shall within sixty (60) days after casualty agree in writing that the same shall not be reconstructed or repaired.

(2) Total Destruction - If the damaged improvement is one of the buildings and ninety (90%) per cent or more of the amount of casualty insurance applicable to such building is forthcoming by reason of such casualty, the building shall not be reconstructed or repaired unless within sixty (60) days after casualty seventy-five (75%) per cent of the owners of the Units and all holding first mortgages upon Units contained within such building shall within sixty (60) days after casualty agree in writing that the same shall be reconstructed or repaired.

(c) Certificate. The Insurance Trustee may rely upon a certificate of the Association made by its President and Secretary or managing agent to determine whether or not the Unit Owners, where so provided, have made a decision whether or not to reconstruct or repair.

9.2 Plans and Specifications. Any reconstruction or repair must be substantially in accordance with the plans and specifications of the original building and improvements; or, if not, then according to plans and specifications approved by the Board of Directors of the Association and if the damaged property is the building, by the owners of all damaged Units therein, which approvals shall not be unreasonably withheld.

9.3 Responsibility. If the damage is only to those parts of Units for which the responsibility of maintenance and repair is that of Unit Owners, then the Unit Owners shall be responsible for reconstruction and repair after casualty. In all other instances the responsibility of reconstruction and repair after casualty shall be that of the Association.

9.4 Estimate of Costs. When the Association shall have the responsibility of reconstruction or repair, prior to the commencement of reconstruction and repair the Association shall obtain reliable and detailed estimates of the cost to repair or rebuild.

9.5 Assessments for Reconstruction and Repair. If the proceeds of insurance are not sufficient to defray the estimated cost of reconstruction and repair by the Association, or if at any time during reconstruction and repair, or upon completion of reconstruction and repair, the funds for payment of the cost of reconstruction and repair are insufficient, assessment shall be made against the Unit Owners who own the damaged Units, and against all Unit Owners in the case of damage to Common Elements in sufficient amounts to provide funds for the payment of such costs. Such assessments against Unit Owners for damage to Units shall be in proportion to the cost of reconstruction and repair of their respective Units. Such assessments on account of damage to Common Elements shall be in proportion to the owner's share in the Common Elements.

9.6 Construction Funds. The funds for the payment of costs for reconstruction and repair after casualty, which shall consist of the proceeds of insurance held by the Insurance Trustee and funds collected by the Association from assessments against Unit Owners shall be disbursed in payment of such costs in the following manner:

(a) Association. If the total assessments made by the Association in order to provide funds for the payment of reconstruction and repair which is the responsibility of the Association is more than \$10,000.00, then the sums paid upon such assessments shall be deposited by the Association with the Insurance Trustee. In all other cases the Association shall hold the sums paid upon such assessments and shall disburse the same in payment of the costs of reconstruction and repair.

(b) Insurance Trustee. The proceeds of insurance collected on account of a casualty and the sums deposited with the Insurance Trustee by the Association from collection of assessments against Unit Owners on account of such casualty shall constitute a construction fund which shall be disbursed in payment of the costs of reconstruction and repair in the following manner:

(1) Unit Owner - The portion of insurance proceeds representing damage for which the responsibility of reconstruction and repair lies with a Unit Owner shall be paid by the Insurance Trustee to the Unit Owner, or if there is a mortgagee endorsement as to such Unit, then to the Unit Owner and the mortgagee jointly, who shall use such proceeds to repair the Unit.

(2) Association - Lesser Damage - If the amount of the estimated cost of reconstruction and repair which is the responsibility of the Association is less than \$10,000.00, then the construction fund shall be disbursed in payment of such costs upon the order of the Association.

(3) Association - Major Damage - If the amount of the estimated costs of reconstruction and repair which is the responsibility of the Association is more than \$10,000.00, then the construction fund shall be disbursed in payment of such costs in the manner required by the Board of Directors of the Association and upon approval of an architect qualified to practice in Florida and employed by the Association to supervise the work.

(4) Surplus - It shall be presumed that the first monies disbursed in payment of costs of reconstruction and repair shall be from insurance proceeds. If there is a balance in a construction fund after payment of all costs of the reconstruction and repair for which the fund is established, such balance shall be distributed to the beneficial owners of the fund in the manner elsewhere stated; except, however, that the part of a distribution to a beneficial owner which is not in excess of assessments paid by such owner into the construction fund shall not be made payable to any mortgagee.

(5) Certificate - Notwithstanding the provisions herein, the Insurance Trustee shall not be required to determine whether or not sums paid by Unit Owners upon assessments shall be deposited by the Association with the Insurance Trustee, nor to determine whether the disbursements from the construction

fund are to be upon the order of the Association or upon approval of an architect or otherwise, nor whether a disbursement is to be made from the construction fund, nor to determine whether surplus funds to be distributed are less than the assessments paid by owners, nor to determine any other fact or matter relating to its duties hereunder. Instead, the Insurance Trustee may rely upon a certificate of the Association made by its President and Secretary or the Association's managing agent as to any or all of such matters and stating that the sums to be paid are due and properly payable and stating the name of the payee and the amount to be paid; provided that when a mortgagee is herein required to be named as payee, the Insurance Trustee shall also name the mortgagee as payee; and further provided that when the Association, or a mortgagee which is the beneficiary of an insurance policy the proceeds of which are included in the construction fund so requires, the approval of an architect named by the Association shall be first obtained by the Association.

10. Use Restrictions. The use of the Condominium Property shall be in accordance with the following provisions as long as the Condominium exists and the buildings in useful condition exist upon the land.

10.1 Units. The Condominium Property shall be used only as an adult residential community. Occupancy of Units shall be restricted to persons having attained the age of sixteen (16) years or more, except that Unit Owner's guests less than 16 years of age may occupy the Unit while the Unit Owner is in residence for periods up to sixty (60) days and for additional periods upon the approval of the Board of Directors of the Association. Each of the Units shall be occupied only by the individual owner, members of a family, their servants and non-paying social guests.

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

10.3 Leasing. Units may be rented provided the occupancy is only by the lessee and the members of his family, servants and non-paying social guests, and further provided that the lease is for a term of three (3) months or longer, except that Sponsor reserves the right to lease to qualified renters, as determined in the sole judgment of Sponsor, for shorter time periods. No rooms may be rented and no transients may be accommodated in a Unit.

10.4 Regulations. Reasonable regulations concerning the use of the Condominium Property may be made and amended from time to time by the Association as provided by its Articles of Incorporation and By-Laws. Copies of such Regulations and amendments thereto shall be furnished by the Association to all Unit Owners and residents of the Condominium.

11. Restrictions on Transfer of Unit. In order to maintain a community of congenial residents and thus protect the value of the Units and in order to assure the financial

AMENDMENT TO THE DECLARATION OF CONDOMINIUM
WINDRUSH BAY, A CONDOMINIUM

THIS Amendment to the Declaration of Condominium Windrush Bay, a Condominium as per Condominium Declaration as recorded in Official Records Book 4844, Page 2038, as subsequently amended and as further recorded in Condominium plat recorded in Plat Book 81, Pages 43-87 of the Public Records of Pinellas County, Florida, is executed and delivered pursuant to the authority governing Amendments in the Declaration per Section 15 thereof.

At a special meeting of the Association held on _____, 1993, it was affirmatively voted that the underlined language in existing paragraph 11.1 (b) of the Declaration would be deleted in its entirety as follows:

11.1 Transfers Subject to Approval.

(b) Lease. No Unit Owner may lease a Unit or any interest therein by lease for a period in excess of one year without approval of the Association.

The following new underlined language of 11.1 (b) concerning leasing of units would be substituted in its stead:

11.1 Transfers Subject to Approval.

(b) Lease. No Unit Owner may lease a Unit or any interest therein for less than 90 days or in excess of one year. All leases must have the prior written approval of the Association.

Further, it was affirmatively voted that the underlined language in existing paragraph 11.2 (a) (2) would be deleted in its entirety as follows:

11.2 Approval by Association.

(a) Notice to Association.

(2) Lease - A Unit Owner intending to make a bona fide lease of his Unit or any interest therein for a period in excess of one year shall give to the Association notice, in writing, of such intention, together with the name and address of the intended lessee, such other information concerning the intended lessee as the Association may reasonably require, and an executed copy of the proposed lease.

The following new underlined language of 11.2 (a) (2) would be substituted in its stead:

11.2 Approval by Association.

(a) Notice to Association.

(2) Lease - A Unit Owner intending to make a bona fide lease of his Unit or any interest therein shall give to the Association two weeks prior notice, in writing,

of such intention, together with the name and address of the intended lessee, such other information concerning the intended lessee as the Association may reasonably require, and an executed copy of the proposed lease. The Board of Directors of the Association is hereby empowered to make reasonable rules and regulations concerning rental of units and charge a fee for screening. Any proposed lease shall be submitted to the Association two weeks prior to the proposed occupancy. Violation of this provision requiring affirmative action on the part of the Association will constitute assessable costs to the Association pursuant to Section six of the Declaration.

IN WITNESS whereof the undersigned President of the Association has hereunto set his hand and seal on the ____ day of _____, 1993.

Signed, sealed and delivered in the presence of:

WINDRUSH BAY CONDOMINIUM
ASSOCIATION, INC.

By: _____
ROBERT GARTH, PRESIDENT

STATE OF FLORIDA
COUNTY OF PINELLAS

The foregoing instrument was acknowledged before me this ____ day of _____, 1993, by Robert Garth, President of Windrush Bay, a Condominium, who is personally known to me or who has produced () a Driver's License or Non-Driver's I.D. issued by Florida or any other U.S. State; () a U.S. Passport or a Foreign Passport stamped by the U.S. Immigration and Naturalization Services; () a U.S. Military I.D.; () a Canadian or Mexican Driver's License issued by an official agency; () for an inmate in custody, an I.D. issued by the Florida Department of Corrections, as identification and who (did/did not) take an oath.

Name
Notary Public-State of Florida
Commission #

ability of each Unit Owner to pay assessments made against him, the transfer of Units by any owner other than the Sponsor shall be subject to the following provisions so long as the Condominium exists, which provisions each owner covenants to observe.

11.1 Transfers Subject to Approval.

(a) Sale. No Unit Owner may dispose of a Unit or any interest therein by sale without approval of the Association.

(b) Lease. No Unit Owner may lease a Unit or any interest therein by lease for a period in excess of one year without approval of the Association.

(c) Gift. If any Unit Owner shall acquire his title by gift, the continuance of his ownership of the Unit shall be subject to the approval of the Association.

(d) Devise or Inheritance. If any Unit Owner shall acquire his title by devise or inheritance, the continuance of his ownership of the Unit shall be subject to the approval of the Association.

11.2 Approval by Association. The approval of the Association which is required for the transfer of the ownership of Units shall be obtained in the following manner:

(a) Notice to Association.

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

(2) Lease - A Unit Owner intending to make a bona fide lease of his Unit or any interest therein for a period in excess of one year shall give to the Association notice, in writing, of such intention, together with the name and address of the intended lessee, such other information concerning the intended lessee as the Association may reasonably require, and an executed copy of the proposed lease.

(3) Gift; Devise or Inheritance; Other Transfers - A Unit Owner who has obtained his title by gift, devise or inheritance, or by other manner not heretofore considered, shall give to the Association notice, in writing, of the acquiring of his title, together with such information concerning the Unit Owner as the Association may reasonably require and a

certified copy of the instrument evidencing the owner's title.

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

(b) Certificate of Approval.

(1) Sale - If the proposed transaction is a sale, then within fifteen (15) days after receipt of such notice and information the Association must either approve or disapprove the proposed transaction. If approved, the approval shall be stated in a certificate executed by the President and Secretary of the Association in recordable form, delivered to the Unit Owner and shall be recorded in the Official Public Records of the County.

(2) Lease - If the proposed transaction is a lease, then within fifteen (15) days after receipt of such notice and information the Association must either approve or disapprove the proposed transaction. If approved, the approval shall be stated in a certificate executed by the President and Secretary of the Association in non-recordable form and delivered to the Unit Owner.

(3) Gift; Devise or Inheritance; Other Transfers - If the Unit Owner giving notice has acquired his title by gift, devise or inheritance or in any other manner, then within thirty (30) days after receipt of such notice and information the Association must either approve or disapprove the continuance of the Unit Owner's ownership of the Unit. If approved, the approval shall be stated in a certificate executed by the President and Secretary of the Association and in recordable form delivered to the Unit Owner and shall be recorded in the Official Public Records of the County.

(c) Approval of Corporate Owner or Purchaser. Inasmuch as a Unit may be used only for residential purposes and a corporation cannot occupy a Unit for such use, if the Unit Owner or purchaser of a Unit is a corporation other than the Sponsor, the approval of ownership by the corporation may be conditioned by requiring that all persons occupying the Unit be also approved by the Association.

11.3 Disapproval by Association. If the Association shall disapprove a lease or transfer of ownership of a Unit, the matter shall be disposed in the following manner:

(a) Sale. If the proposed transaction is a sale and if the notice of sale given by the Unit Owner shall so demand, then within thirty (30) days after receipt of such notice and information the Association shall deliver or mail by certified or registered mail to the Unit Owner an agreement to purchase by a Purchaser, being either the Association or a person approved by the Association, who will purchase and to whom the Unit Owner must sell the Condominium Unit upon the following terms:

(1) At the option of the Purchaser to be stated in the agreement, the price to be paid shall be that stated in the disapproved contract to sell or shall be the fair market value determined by arbitration in accordance with the then existing rules of the American Arbitration Association, except that the arbitrators shall be two appraisers appointed by the American Arbitration Association who shall base their determination upon an average of their appraisals of the Unit; and a judgment of specific performance of the sale upon the award rendered by the arbitrators may be entered in any court of competent jurisdiction. The expense of the arbitration shall be paid by the Purchaser.

(2) If the Purchaser shall elect to purchase at the price stated in the agreement, the purchase price shall be paid in the manner and subject to the conditions of such agreement; if the Purchaser shall elect to purchase at the fair market value determined by arbitration, the purchase price shall be paid in cash.

(3) The sale shall be closed within thirty (30) days after the delivery or mailing of said agreement to purchase, or within thirty (30) days after the determination of the sale price if such is by arbitration, whichever is later.

(4) If the Association shall fail to purchase or provide a Purchaser upon the demand of the Unit Owner in the manner provided, or if a Purchaser furnished by the Association shall default in his agreement to purchase, the proposed transaction shall be deemed to have been approved and the Association shall furnish a certificate of approval as elsewhere provided.

(b) Lease. If the proposed transaction is a lease, the Unit Owner shall be advised of the disapproval in writing, and the lease shall not be made.

(c) Gift; Devise or Inheritance; Other Transfers. If the Unit Owner giving notice has acquired his title by gift, devise or inheritance, or in any other manner, then within thirty (30) days after receipt from the Unit Owner of the required notice, the Association shall deliver or mail by certified or registered mail to the Unit Owner an agreement to purchase by a Purchaser, being either the Association or a person, approved by the Association, who will purchase and to whom the Unit Owner must sell the Condominium Unit upon the following terms:

(1) The sale price shall be the fair market value determined by agreement between the Unit Owner and Purchaser within thirty (30) days from the delivery or mailing of such agreement, and in the absence of agreement as to price, it shall be determined by arbitration in accordance with the then existing rules of the American Arbitration Association, except that the arbitrators shall be two appraisers appointed by the American Arbitration Association who shall base their determination upon an average of their appraisals of the Unit; and a judgment of specific performance of the sale upon the award rendered by the arbitrators may be entered in any court of competent jurisdiction. The expense of the arbitration shall be paid by the Purchaser.

(2) The purchase price shall be paid in cash.

(3) The sale shall be closed within thirty (30) days following the determination of the sale price.

(4) If the Association shall fail to purchase or provide a Purchaser as herein required, or if a Purchaser furnished by the Association shall default in his agreement to purchase, then notwithstanding the disapproval, such ownership shall be deemed to have been approved, and the Association shall furnish a certificate of approval as elsewhere provided.

11.4 Mortgage. No Unit Owner may mortgage his Unit nor any interest therein without the approval of the Association except to an Institutional First Mortgagee the Sponsor or the successors in title to the Sponsor. The approval of any other mortgagee may be upon conditions determined by the Association or may be arbitrarily withheld. Nothing herein shall prevent the owner of a Unit from receiving a purchase money mortgage as part of the consideration for the approved sale of his Unit.

11.5 Exceptions. The foregoing provisions of Sections 10 (Use Restrictions) and 11 (Restrictions on Transfer of Units) shall not apply to a transfer to or purchase by an Institutional First Mortgagee which acquired its title as the result of owning a mortgage upon the Unit concerned, and this shall be so whether the title is acquired by deed from the mortgagor or his successor in title or through foreclosure proceedings; nor shall such provisions apply to a transfer, sale or lease by an Institutional First Mortgagee which so acquires its title; nor shall such provisions apply to a transfer to or a purchase by the Sponsor or a transfer, sale or lease by the Sponsor; nor shall such provisions require the approval of a Purchaser who acquires the title to a Unit at a duly advertised public sale with open bidding which is provided by law, such as but not limited to execution sale, foreclosure sale, judicial sale or tax sale.

11.6 Separation of Interests. A sale of a Unit shall include all of its appurtenances including any parking or storage space assigned to that Unit, whether so stated or not, and appurtenances may not be sold separate from a Unit. A lease of a Unit shall include any parking or storage space assigned to it and no parking or storage space may be transferred or leased

separate from the Unit to which it is assigned. No Unit may be partitioned or subdivided.

11.7 Unauthorized Transactions. Any sale, mortgage or lease which is not authorized pursuant to the terms of this Declaration shall be void unless subsequently approved by the Association.

11.8 Fee for Approval - Limitation. No fee shall be charged by the Association in connection with a transfer or approval which is in excess of the expenditures reasonably required for credit report expense, and this expense shall not exceed the fee permitted under the Condominium Act.

12. Notice of Lien or Suit.

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

12.2 Notice of Suit. A Unit Owner shall give notice, in writing, to the Association of every suit or other proceeding which may affect the title to his Unit, such notice to be given within five (5) days after the Unit Owner obtains knowledge thereof.

12.3 Failure to Comply. Failure to comply with this sub-section concerning liens will not affect the validity of any judicial suit.

13. Purchase of Units by Association. The Association shall have the power to purchase Units, subject to the following provisions:

13.1 Decision. The decision of the Association to purchase a Unit shall be made by its Directors, without the approval of its membership except as elsewhere provided in this section.

13.2 Limitation. If at any one time the Association be the owner or agreed Purchaser of two (2) or more Units, it may not purchase any additional Units without the prior written approval of seventy-five (75%) percent of members eligible to vote thereon. A member whose Unit is the subject matter of the proposed purchase shall be ineligible to vote thereon. Provided, however, that the foregoing limitation shall not apply to Units to be purchased at public sale resulting from a foreclosure of the Association's lien for delinquent assessments where the bid of the Association does not exceed the amount found due the Association, or to be acquired by the Association in lieu of foreclosure of such lien if the consideration therefor does not exceed the cancellation of such lien.

14. Compliance and Default. Each Unit Owner shall be governed by and shall comply with the terms of this Declaration, the By-Laws and the Rules and Regulations adopted pursuant thereto, and said documents as they may be amended from time to time. Failure of the Unit Owner to comply therewith shall entitle the Association or other Unit Owners to the following relief in addition to other remedies provided in this Declaration and the Condominium Act.

14.1 Enforcement. The Association is hereby empowered to enforce this Declaration and the By-Laws and Rules and Regulations of the Association by such means as are provided by the laws of the State of Florida.

14.2 Negligence. A Unit Owner shall be liable for the expense of any maintenance, repair or replacement rendered necessary by his act, neglect or carelessness or by that of any member of his family, his lessees, or his or their guests, invitees, employees, or agents, but only to the extent that such expense is not met by the proceeds of insurance carried by the Association. Such liability shall include any increase in fire and casualty insurance rates occasioned by use, misuse, occupancy or abandonment of a Unit, or of the Common Elements or of the Limited Common Elements.

14.3 Costs and Attorneys' Fees. In any proceeding arising because of an alleged failure of a Unit Owner to comply with the terms of the Declaration, By-Laws, and Rules and Regulations adopted pursuant thereto, and said documents as they may be amended from time to time, the prevailing party shall be entitled to recover the costs of the proceeding and such reasonable attorneys' fees as may be awarded by the Court, provided no attorneys' fees may be recovered against the Association in any action.

14.4 No Waiver of Rights. The failure of the Sponsor, or the Association, or any Unit Owner to enforce any covenant, restriction or other provision of the Condominium Act, this Declaration, the By-Laws, or the Rules and Regulations adopted pursuant thereto, shall not constitute a waiver of the right to do so thereafter.

15. Amendments. Subject to the other provisions of the Declaration relative to amendment and phased development, this Declaration and the Articles of Incorporation and By-Laws of the Association may be amended in the manner provided in the Condominium Act, Chapter 718 of the Florida Statutes as the same may from time to time be amended or modified.

15.1 Sponsor. As long as the Sponsor shall hold fee simple title to any Unit, the Sponsor may amend this Declaration, including, but not limited to, an amendment that will combine two or more Units owned by Sponsor (without, however, changing the percentage of Common Elements appurtenant to such Units), or any amendment required by a government agency or an Institutional First Mortgagee willing to make or purchase permanent mortgage loans secured by a Unit, and such amendment shall be effective without the joinder of any record Owner of any Unit, or the joinder of any owner of any lien thereon; provided, however, that no such amendment shall adversely affect the lien or priority of any previously recorded Institutional First Mortgage as it affects a Unit, or change the size or dimensions of any Unit not owned by the Sponsor.

15.2 Proviso. Provided, however that no amendment shall discriminate against any Unit Owner nor against any Unit or class or group of Unit Owners or Units unless the Unit Owners so affected and such of their mortgagees which are Institutional First Mortgagees shall unanimously consent; and no amendment shall change the configuration or size of any Unit in any material fashion, materially alter or modify the appurtenances to the Unit or change the proportion or percentage by which the Unit Owner's share of the Common Expenses is determined, unless the record Owner of the Unit concerned and all of such mortgagees as first above recited shall join in the execution of the amendment, except that in the event additional phases

are added pursuant to Section 21 of this Declaration, Sponsor may increase or decrease any Unit Owner's percentage share of the Common Elements, Common Expenses, and Common Surplus by a maximum of ten percent (10%) of the figure listed in Exhibit D in the column entitled "Percentage Share If Future Parcel Completed". Neither shall an amendment of this Declaration make any change in Section 8 or 9 unless the record owners of all mortgages upon Units in the Condominium shall join in the execution of the amendment. Provided further, that amendments adding phases to the Condominium in compliance with the provisions of Section 21 of this Declaration shall require only execution by the Sponsor and shall not require the execution of such amendments or the consent or approval thereto by Unit Owners, the Association or Institutional First Mortgagees.

16. Termination. The Condominium may be terminated in the following manner:

16.1 Agreement. The Condominium may be terminated at any time by approval, in writing, of all of the owners of the Condominium and by all record owners of mortgages upon Units therein owned by Institutional First Mortgagees.

16.2 Total Destruction or Taking of the Apartment Buildings. If all of the apartment buildings, as a result of common casualty are damaged within the meaning of 9.1 (b) (2) and it is decided as therein provided that such buildings shall not be reconstructed or repaired, or if taken by eminent domain, the condominium form of ownership will thereby terminate without agreement and the following shall be effective: The owners of the Units shall thereupon be the owners, as tenants in common, of the Condominium Property and the assets of the Association. The shares of such tenants in common shall be as shown on Exhibit "D" which is attached hereto and is a part hereto.

16.3 General Provisions. Upon termination of the Condominium, the mortgagee and lienor of a Unit Owner who shall thereby become tenants in common, shall have a mortgage and lien solely and exclusively upon the undivided share of such tenancy in common in and to the lands and other properties and rights which he may receive by reason of such termination or exclusion. The termination of the Condominium shall be evidenced by a certificate of the Association executed by its President and Secretary certifying as to the facts affecting the termination, which certificate shall become effective upon being recorded in the Official Public Records of the County.

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


17. Additional Rights of Institutional First Mortgagees. In addition to any rights provided elsewhere in this Declaration, any Institutional First Mortgagee who makes a request in writing to the Association for the items provided in this paragraph shall have the following rights:

17.1 Annual Financial Statements of Association. To be furnished with at least one copy of the Annual Financial Statement and Report of the Association, including a detailed statement of annual carrying charges, or income collected, and operating expenses; such Financial Statement and Report to be furnished within sixty (60) days following the end of each calendar year.

17.2 Notice of Meetings. To be given written notice by the Association of the call of a meeting of the Unit Owners to be held for the purpose of considering any proposed amendment to this Declaration of Condominium, or to the Articles of Incorporation or By-Laws of the Association, which notice shall state the nature of the Amendment being proposed.

17.3 Notice of Defaults. To be given written notice of any default or any owner of a Unit encumbered by a mortgage held by such Institutional Mortgagee in the performance of such mortgagor's obligations under the Declaration, Articles, By-Laws or Regulations which is not cured within thirty (30) days. Such notice to be given in writing and to be sent to the principal office of such Institutional First Mortgagee, or to the place which it or they may designate in writing to the Association from time to time.

17.4 Insurance Endorsements. To be given an endorsement of the policies covering the Common Elements and Limited Common Elements requiring that such Institutional First Mortgagee be given any notice of cancellation provided for in such policy.

17.5 Examination of Books and Records. Upon reasonable notice, to examine the books and records of the Association during normal business hours. 

18. Severability. The invalidity in whole or in part of any covenant or restriction or any paragraph, subparagraph, sentence, clause, phrase or word or other provision of this Declaration, the Articles, the By-Laws, the Rules and Regulations of the Association, and any exhibits attached hereto, shall not affect the remaining portions thereof.

19. Intent. It is the intent of the Sponsor to create a condominium pursuant to Chapter 718, Florida Statutes, and pursuant to the common laws of the State of Florida as they may exist on the date this Declaration is filed. In the event that the Condominium herein created by this Declaration shall fail in any respect to comply with Chapter 718, Florida Statutes, then the common law as the same exists on the filing date of said Declaration shall control. Therefore, the condominium hereby created shall be governed in accordance with the several laws of the State of Florida, this Declaration, the By-laws attached hereto as Exhibit "F," and all other instruments and exhibits attached to or made a part of this Declaration of Condominium.

20. Covenants Running with the Land. All provisions of this Declaration of Condominium and all attachments thereto shall be construed to be covenants running with the land and with part thereof or interest therein, including but not limited to every Unit Owner and claimant of the property or any part thereof or interest therein, and his heirs, executors, administrators, successors and assigns shall be bound thereby.

21. Phased Development. The Sponsor reserves the right, but shall not have the obligation, to develop in phases and hereafter to submit to condominium under the terms and conditions of this Declaration and the Condominium Act, the real property more particularly described in Exhibit "H" attached to this Declaration (herein the "Future Parcel"). Time-share estates shall not be created with respect to Units in any phase of the Condominium.

21.1 Procedure. The Future Parcel shall become part of this Condominium upon the election of the

Sponsor and the recordation of an amendment to this Declaration, executed only by Sponsor, extending the terms and conditions of this Declaration to the Future Parcel.

21.2 Description. A complete metes and bounds description of parcels, plot plan and survey of the Future Parcel are set forth in Exhibit "I" attached. The Sponsor shall have the right to change the interior and exterior style, design, the mix and number of bedrooms and bathrooms, and the arrangement of units in the Future Parcel, however, the plot plan graphically sets out the approximate number and general size of the Units to be included in the Future Parcel. The Future Parcel, if constructed, will consist of seventy-two Units: 12 one bedroom, one bath, type A Units; 24 two bedroom, one bath, type B Units; and 36 two bedroom, two bath type C Units.

21.3 Impact. The impact of the completion of Future Parcel upon the Initial Phase will be to increase population density and vehicle traffic in the immediate area of the Condominium, to increase the number of members in the Association and thereby decrease proportionately a Unit Owner's percentage share of Common Elements, Common Surplus and Common Expenses, and to increase the amount of Common Expenses that the Association is likely to incur by increasing the amount of Common Elements.

21.4 Undivided Share of Common Elements, Common Expenses and Common Surplus. The undivided share of Common Elements, Common Expenses and Common Surplus of the Units created in this Declaration (the "Initial Phase") is set forth on Exhibit "D" attached and was determined for each Unit with reference to the Net Living Area (approximate interior square footage of each Unit; Square footage has been calculated by reference only to its approximate interior dimensions; see the floor plans included in Exhibit B). The Total Approximate Net Living Area of all Units in the Condominium as set forth in Exhibit D, was divided into the Approximate Net Living Area for each Unit as set out on that Exhibit. The approximate share of Common Elements, Common Expenses and Common Surplus of each Unit in a building that is hereafter added to this Condominium and the effect of the Future Parcel on the share of Initial Phase Unit Owners was determined by dividing the Projected Approximate Total Net Living Area of all Units in the Initial Phase and the Future Parcel as set forth in Exhibit D into the Approximate Net Living Area for each Unit in the Initial Phase and into the Projected Approximate Net Living Area for each Unit in the Future Parcel. The effect of the Future Parcel on each of the Initial Phase Unit Owners' share of Common Elements, Common Expenses and Common Surplus as well as Future Phase Unit Owners' share of same is set out in Exhibit D in the column entitled "Percentage Share If Future Parcel Completed." Until construction of the Future Parcel is completed, Sponsor reserves the right to increase or decrease any Unit Owner's share of the Common Elements, Common Expenses and Common Surplus by a maximum of ten percent (10%) of the figure listed in Exhibit D in the column entitled "Percentage Share If Future Parcel Completed". Provided however, that nothing contained herein shall be construed to permit Sponsor to increase the number of Units in the Future Parcel described in paragraph 21.2 above.

21.5 Completion of Phases. The Future Parcel must be added to this Condominium within fifty (50) years of the date of recording of this Declaration. If the Future Parcel has not been added to this Condo-

minium within such period of time, the Sponsor thereafter will have no right to add said Future Parcel to this Condominium.

21.6 No Encumbrance. The provisions of this Declaration shall not constitute an encumbrance on or grant to the Association or a Unit Owner or any other party any right, claim or interest in the Future Parcel until, if the Sponsor so elects, the Future Parcel is added to this Condominium in accordance with this Declaration, and then the encumbrance, right, claim or interest, if any, shall extend only to the Future Parcel so added.

21.7 Recreation Facilities and Areas. The recreational building and pool graphically shown in Exhibit "B" constitute the sole recreation facilities that are a part of the Common Elements of the Initial Phase. If the Future Parcel is developed as a part of the Condominium, the Sponsor may elect to construct on the Future Parcel a swimming pool in the area designated as Recreational Site on Exhibit I. However, Sponsor reserves the right to construct recreational facilities other than a swimming pool on the proposed recreational site or to develop the Future Parcel without constructing any additional recreational facilities. If the Sponsor elects not to develop the Future Parcel, the recreational facilities graphically shown on Exhibit B will constitute the sole recreational facilities of this Condominium. In connection with these facilities, the Sponsor will provide only the personal property as listed in Exhibit "C" attached hereto and no other personal property will be provided in connection with the development of the Future Parcel.

21.8 Membership Vote and Ownership. As provided in the Articles of Incorporation of the Association, all of the record owners of Units shall be members of the Association entitled to one vote for each Unit owned by them. When each Future Parcel is added to this Condominium, all of the record owners of Units in the Future Parcel, shall be members, together with all of the then existing members, of the Association entitled to one vote for each Unit owned by them. If the Future Parcel is not added to this Condominium, the total number of members and votes will remain unchanged.

22. Eminent Domain. If all or any part of the Common Elements shall be taken, injured, or destroyed by eminent domain, each Unit Owner shall be entitled to notice of such taking and to participate through the Association in all condemnation and other proceedings. Any damages shall be for the taking, injury, or destruction as a whole and shall be collected by the Association and distributed by it among Unit Owners in proportion to their respective undivided interests in the Common Elements or Limited Common Elements so taken, injured, or destroyed, except that such funds as are deemed by the Board of Directors necessary or appropriate to be applied to the repair or restoration of property so injured or destroyed may be so applied.

IN WITNESS WHEREOF, the Sponsor has executed this Declaration of Condominium this 23 day of APRIL, 1977.

Signed, sealed and delivered in the presence of:

WINDRUSH I, a Florida partnership

[Signature]
Witness

By: Windrush Bay Associates, Inc., a general partner

[Signature]
Witness

By [Signature]
Vice President of Windrush Bay Associates, Inc.

STATE OF FLORIDA

COUNTY OF DUVAL

The foregoing instrument was acknowledged before me this 23rd day of April, 1977, by F. Francis Hughes the Vice President of Windrush Bay Associates, Inc., a general partner of Windrush I, a Florida general partnership, on behalf of the partnership.

[Signature]
Notary Public, State of Florida at Large

My Commission Expires: _____
(Notarial Seal)

Notary Public, State of Florida at Large
My commission expires Feb. 19, 1982

WINDRUSH BAY, A CONDOMINIUM

(Page 1 of 2)

Being a part of Lots 36, 40, 41 and 45 in the SE 1/4 of Section 10, Township 27 South, Range 15 East, TAMPA AND TARPON SPRINGS LAND COMPANY SUBDIVISION, as recorded in Plat Book 1 Page 116, Public Records of Hillsborough County, Florida of which Pinellas County was formerly a part, being further described as: Commence at the Southeast corner of the SE 1/4 of Section 10, Township 27 South, Range 15 East, Pinellas County, Florida, thence N.00°40'00"W., along the East boundary of said SE 1/4, a distance of 996.94 feet to the Southeast corner of the North 1/4 of the South 1/2 of said SE 1/4, and the Southeast corner of Lot 41, Tampa and Tarpon Springs Land Company Subdivision, as recorded in Plat Book 1 Page 116, Public Records of Hillsborough County, Florida, of which Pinellas County was formerly a part; thence N.89°54'51"W., along the South boundary of said North 1/4, and the South boundary of said Lot 41, a distance of 33.00 feet to a point on the West right-of-way line of Florida Avenue; thence N.00°40'00"W., along said right-of-way line, 33.00 feet from and parallel with said East boundary, a distance of 297.31 feet to the Point of Beginning; thence N.89°54'18"W., 35.00 feet Southerly of and parallel with the North boundary of said North 1/4 and the South boundary of Lot 36, said subdivision, a distance of 794.03 feet; thence S.00°07'49"W., 297.41 feet to a point on the South boundary of said North 1/4 and the South boundary of said Lot 41; thence N.89°54'51"W., along said South boundary and the South boundary of Lots 41 and 45, 1153 feet, more or less (1154.59 feet to CH), the approximate mean high water line of the Gulf of Mexico as established June 15, 1976 (said point being 1.7 feet East of a CM); thence by the following seven courses along said mean high water line to a seawall: N.08°19'51"W., 16.88 feet; thence N.16°54'07"E., 17.83 feet; thence N.45°22'19"E., 9.59 feet; thence N.65°55'52"E., 14.64 feet; thence N.63°20'17"E., 17.46 feet; thence N.21°43'11"E., 14.46 feet; thence N.06°46'43"W., 42.80 feet; thence by the following three courses along the water side of a crooked concrete seawall: S.89°23'40"W., 270.40 feet; thence N.49°42'50"W., 29.32 feet; thence N.10°20'03"W., 45.77 feet; thence N.87°16'53"E., 294.29 feet; thence N.24°40'34"E., 67.25 feet; thence N.82°23'10"E., 241.95 feet; thence N.59°09'18"E., 145.00

feet; thence S.89°50'42"E., 729.48 feet; thence S.00°07'49"W., 20.24 feet to

a point on the South boundary line of Lot 36, said Tampa and Tarpon Springs Land Company Subdivision; thence S.89°54'18"E., along said South boundary 793.54 feet to the West right-of-way line of Florida Avenue; thence S.00°40'00"E., along said right-of-way line 35.00 feet to the Point of Beginning.

Containing 9.513 acres, more or less.

Subject to a Florida Power Corporation easement recorded in O.R. Book 4261 Page 1730, Pinellas County Records.

Subject to a blanket Utilities Easement (the easement area extends 5 feet on each side of the centerline of the facilities as located and constructed) recorded in O.R. Book 4842 Page 2080 , Pinellas County Records.

Subject to a blanket Drainage Easement (the easement area extends 5 feet on each side of the centerline of the facilities as located and constructed) recorded in O.R. Book 4842 Page 2101 , Pinellas County Records.

Entire roadway is subject to easement: Subject to Utilities, Ingress and Egress Easement recorded in O.R. Book 4842 Page 2092 , Pinellas County Records.

Subject to a Recreation Area Easement (both halves); recorded in O.R. Book 4842 Page 2069 , Pinellas County Records.

Subject to those Mortgages recorded at Volume 4821, page 522 and Volume 4821, page 539 of the Public Records of Pinellas County, Florida.

Subject to Florida Power Corporation easement recorded in Official Records Book 4261, page 1763 of the Public Records of Pinellas County, Florida.

Subject to right, title or interest, if any, of the public to use any part of the land seaward of the most inland of any of the following: (a) The natural line of vegetation (b) The most extreme high water line (c) The bulkhead line.

Subject to riparian rights, if any.

A portion of the premises herein described being artificially filled-in land in what was formerly navigable waters, such portion is subject to rights of the United States Government and the State of Florida, arising by reason of the United States Government's control over navigable waters in the interest of navigation and commerce and in the inalienable rights of the State of Florida, in the lands and/or water of such character.

1. GENERAL DESCRIPTION OF CONDOMINIUM.

- (a) The name of the Condominium is Windrush Bay, A Condominium. The Condominium is located at 301 North Florida Avenue, Tarpon Springs, Florida 33589. The Declaration of Condominium is attached hereto as Appendix I.
- (b) There are a total of 100 Units in the Condominium being offered (the "Initial Phase"); however the Sponsor has reserved the right to add an additional phase on the adjacent land described in Exhibit H annexed to the Declaration of Condominium (the "Future Parcel") (See Item 6 below). These 100 Units are the maximum number that will use the Condominium facilities in common unless and until Future Phases are constructed by the Sponsor. The site plan of the Condominium showing the location and approximate dimensions of residence buildings and recreational and other facilities is annexed as Exhibit B to the Declaration of Condominium and the plot plan describing the Future Phase is annexed as Exhibit I to the Declaration of Condominium.
- (c) Annexed as Exhibit D to the Declaration of Condominium are schedules showing the number of Units in each of the fifteen residential buildings of the Condominium and the number of bedrooms and bathrooms in each Unit. The designations therein set forth shall not be deemed to preclude the combining of two or more Units into one Unit or the combining of rooms in any given Unit, or to prevent or require the use of any specific room in any manner which is otherwise lawful and permitted. Such combining or severance requires prior approval of the Directors of the Association as set forth in the Declaration of Condominium at Page 4, Paragraph 4.8, and Page 5, Paragraph 5.2.
- (d) The plot plan and survey of the Condominium is annexed as Exhibit E to the Declaration of Condominium. Construction of the initial phase of the Condominium has been completed.
- (e) Sponsor's plan does not include a program of leasing Units rather than selling them, but Developer has reserved the right to lease Units owned by it.

2. THE CONDOMINIUM IS CREATED AND BEING SOLD AS FEE SIMPLE INTERESTS.

3. GENERAL DESCRIPTION OF RECREATIONAL FACILITIES.

The recreational and other commonly used facilities of the Condominium being offered that will be used by Unit Owners of the Condominium and Unit Owners of the Future Phase of the Condominium, if the same is constructed by the Sponsor or its successors, are described as follows:

- (a) The recreational center consists of one building with a capacity of 100 people to be used as a general recreational area. This building consists of several separate areas. All references to floor area are approximate.
- (1) A main room of 1,300 square feet to be used as a meeting area with an outer lobby of 300 square feet.

- (2) Two bathrooms, each with sauna, 90 square feet each.
- (3) One TV-reading room, 320 square feet.
- (4) One office, 320 square feet.
- (5) Exercise room, 144 square feet.

The designations set forth herein shall not prohibit the Association when controlled by other than Sponsor from changing usages or purposes, or from modifying such rooms as permitted under the Condominium Documents. For a graphic description of the recreational building refer to Exhibit E.

- (b) There is one swimming pool located adjacent to the recreational center (see Exhibit B for the exact location). The pool is approximately 42 feet long, and 22 feet wide and varies in depth from 3 feet to 8 feet. A deck area of approximately 1,900 square feet surrounds the pool. The deck and pool together will accommodate approximately 50 persons at any one time. The pool is not heated. 37500 sq ft
- (c) There is a maintenance and laundry building located near the recreational center of approximately 2,000 square feet (see Exhibit B for exact location).
- (d) Construction of all of the above-described commonly used facilities has been completed. The Sponsor will provide the personal property described in Exhibit G for the above-described commonly used facilities.
- (e) All of the above-described commonly used facilities will be owned by the Unit Owners and will be used only by the Unit Owners of the Initial Phase and Future Phase, if the same is constructed. There is no ground lease or recreation lease involved in this Condominium.
- (f) RECREATIONAL FACILITIES MAY BE EXPANDED OR ADDED WITHOUT CONSENT OF UNIT OWNERS OR THE ASSOCIATION. See paragraph 21.7 of Declaration of Condominium and the remainder of this item 3(f).

If the Future Parcel (See Item 6 below) is developed, the Sponsor may construct on the Future Parcel a swimming pool in the area designated as Recreation Area on Exhibit I to the Declaration of Condominium. However, Sponsor reserves the right to construct recreational facilities other than a swimming pool on the proposed recreational site or to develop the Future Parcel without constructing any additional recreation facilities. If a swimming pool is constructed on the Future Parcel, Sponsor expects to spend approximately Fifteen Thousand and No/100 Dollars (\$15,000.00) on its construction. Unit owners will not be required to contribute to construction costs. The maximum additional common expense for maintenance of any additional recreational facilities that may be charged to individual unit owners of the Initial Phase during the first annual period of operation of such facilities will be Fifteen and No/100 Dollars (\$15.00).

4. PROVISIONS RELATING TO CONTROL.

THE DEVELOPER (SPONSOR) HAS THE RIGHT TO RETAIN CONTROL OF THE ASSOCIATION AFTER A MAJORITY OF THE UNITS HAVE BEEN SOLD.

The provisions relating to control by persons other than Unit Owners (which term for purposes of this Article 4 shall mean Unit Owners other than the Sponsor of the Association) are set out in detail in the By-Laws of Windrush Bay Condominium Association, Inc. at Article 4.2, such By-Laws being annexed as Exhibit F to the Declaration of Condominium.

5. RESTRICTIONS ON TRANSFER, ETC.

THE SALE, LEASE, OR TRANSFER OF UNITS IS RESTRICTED OR CONTROLLED.

The provisions relating to restrictions on transfer are set out at Paragraph 11 of the Declaration of Condominium. ←

6. PHASE DEVELOPMENT.

The Condominium is part of a phase development project. The nature of the phase development is fully explained at Paragraph 21 of the Declaration of Condominium and the plot plan for same is shown in Exhibit I annexed to the Declaration of Condominium.

7. RESTRICTIONS AS TO USE OF UNITS.

- (a) Apartment living requires that each Unit Owner regulate the occupancy and use of his Unit and the Common Elements so as not to unreasonably or unnecessarily disturb any other resident in the occupancy and use of his Unit. With this in mind, certain initial rules and regulations have been established to protect each Owner's right to the quiet enjoyment of his property. These rules and regulations (the "Initial Rules and Regulations") are annexed as Exhibit K to this Prospectus (Offering Circular).
- (b) The Condominium shall be used only as an adult residential community. Occupancy of the Units is restricted to persons sixteen (16) years of age or more. The provisions detailing the restrictions on children are found in the Declaration of Condominium, paragraph 10.1, page 14.
- (c) While pets are not prohibited from the Condominium, the keeping of a pet is not a right but a conditional license revocable upon a finding that such pet is an unreasonable nuisance or danger to others. See Page 5 of the Rules and Regulations.
- (d) The property on which the Condominium was built is subject to certain deed restrictions contained in the Recreation Easement, Utilities Easement, Roadway Easement and Drainage Easement, which are attached to this Prospectus as Exhibit S. The Recreation Easements restricts the use of portions of the Condominium Property to recreational purposes. The Utilities Easement, the Roadway Easement and Drainage Easement contain provisions restricting construction of improvements over underground utility lines located on the Condominium Property, but do not directly restrict the owner's use of his Unit. The restrictions contained in the Recreation Easement and Utilities Easement are discussed in more detail in item 14 of this Prospectus, "Declarations of Servitude". For more complete information refer to the easements attached as Exhibit S to the Prospectus.

8. UTILITIES.

- (a) Sewage and waste disposal will be provided by the City of Tarpon Springs. There is a monthly waste disposal charge by the Utility which will be a direct obligation from and shall be paid by the Association to the Utility. The Association will charge each Unit for such services as part of the monthly maintenance charge. *See*
- (b) The water supply will be provided by the City of Tarpon Springs. There are two water meters located outside the Condominium Property which will meter the water service to the Condominium Property. The Association will pay the monthly water charges to the City of Tarpon Springs and will charge each Unit for such services as part of the monthly maintenance charge. *water*
- (c) Electricity will be furnished by Florida Power Corporation, a public utility, through underground feeder and power reserved for that purpose. Each Unit Owner will be separately metered for electric utility consumption which will be a direct obligation from the Unit Owner to the Utility. Common area light and power will be separately metered and paid for by the Association.
- (d) Telephone service will be provided by General Telephone Company a public utility, which will provide such service through underground telephone lines within easements in the Condominium Property reserved for that purpose. The obtaining of telephone service and telephone equipment for a Unit shall be arranged and contracted for directly by the Unit Owner with the utility. Fees and charges for such telephone service will be a direct obligation of the Unit Owner to the Utility.
- (e) Storm drainage is provided by an existing underground drainage system located on the Condominium Property.

9. MANAGEMENT AND MAINTENANCE.

The Association will be managed by and through its Board of Directors pursuant to the provisions of the Declaration of Condominium and the Articles of Incorporation and By-Laws annexed as Exhibits E and F thereto.

10. METHOD OF DETERMINING OWNERSHIP OF COMMON ELEMENTS.

The apportionment of the Common Elements as to the Initial Phase has been determined by the ratio of the approximate Net Living Area of each Unit (approximate total interior square footage of each Unit) to the total Net Living Area of all of the Units in the Condominium. If the Future Parcel is built, that apportionment will be based upon the percentage arrived at by dividing the approximate Net Living Area of each Unit by the total Net Living Area of all Units in the Initial Phase and the Future Parcel. See Exhibit D to the Declaration of Condominium. If the Future Parcel is built, Sponsor reserves the right to modify the figures in Exhibit D by a maximum of 10%. See Article 21.4 page 23 of the Declaration of Condominium.

11. ESTIMATED OPERATING BUDGET.

An estimated operating budget for the first year of operation of the Condominium is attached as Exhibit L to of this Prospectus. The estimates contained therein are only approximate and actual expenses may be higher

or lower than estimated. During the period of time that Sponsor controls the Association, Sponsor has guaranteed that no Unit Owner's assessments will exceed the figures shown opposite the Sponsor's guarantee attached as Exhibit P, subject to the termination provisions contained therein. ←

12. ESTIMATED CLOSING EXPENSES.

A schedule of Estimated Closing Expenses is attached as Exhibit M. An owner's title insurance policy will be provided to a buyer at Sponsor's expense. (See Exhibit M). ←

13. STATEMENT OF CONVERSION CONDITIONS.

Although, Windrush Bay was originally constructed as a condominium project, the project has been used as a rental apartment project since the completion of construction, approximately October 12, 1976. The residential buildings are two-story wood frame construction covered by layers of asphalt impregnated backer-board, roofing felt, metal lath and stucco.

The present condition of the complex represents an apartment project that has been well maintained since the completion of construction. The roof and structural elements of the buildings are in satisfactory condition and are safe and sound for their intended purposes. The mechanical, electrical, and plumbing elements are presently functioning properly. There is no visible evidence of active termite infestation. For a more detailed description of the condition of the Condominium, see the Statements of Conversion Conditions attached as Exhibit Q to the Declaration of Condominium.

The only warranties offered by Sponsor are those described in Exhibit 3 of the Purchase and Sale Agreement which is attached as Exhibit N to this Prospectus.

14. DECLARATIONS OF SERVITUDE.

Located to the west of the recreation hall is a point of land extending into the Gulf of Mexico. (See the area designated as "Recreation Area" on Exhibit B) Approximately one half of that land is a part of the Common Elements of Windrush Bay, A Condominium. The other one half is a part of the vacant land adjacent to and north of the Condominium (referred to herein as Parcel B.)

*Parcel:
own
1/2 of 1*

The Sponsor and the owner of Parcel B have entered into a perpetual easement permitting the residents of Windrush Bay and any future residents of Parcel B and any future residents of the vacant land adjacent to and east of the Condominium (referred to herein as Parcel A) to use the entire point of land for recreational purposes. The Sponsor and the owner of Parcel B have also agreed to restrict the use of the point of land to recreational purposes. There are no charges for the use of the Recreation Area, but maintenance is a shared obligation of the Condominium Association and the residents of Parcels A and B. For more details see the Recreation Easement included in the Declaration of Servitude attached as Exhibit J to the Declaration of Condominium. *shared*

Also included in Exhibit J is a Utilities Easement. Some portions of the water and sewer lines serving the Condominium Property lie on Parcels A and B. The owners of Parcels A and B have granted the Sponsor a perpetual easement to run these utility lines across their lands, and the Sponsor has granted the owners of these parcels the right to connect to and use the water and sewer lines located on the Condominium Property.

15. SPONSOR.

The Sponsor is Windrush I, a Florida general partnership, whose address is 843 Alderman Road, Jacksonville, Florida, 32211.

The Sponsor, through its principals, has acquired extensive experience in the development of real estate throughout Florida and the Southeast including the acquisition and construction of improvements on real property. In particular, the principals of Sponsor have been involved in the acquisition construction or management of several condominium projects both in Florida and other states.

16. OPERATING OFFICER.

Chief operating officer directing the creation and sale of Windrush Bay, a Condominium, is Francis F. Hughes. Mr. Hughes has been in the real estate finance and development field in Florida since 1973, and has been involved in the construction, marketing and management of more than 700 condominium units in 5 projects.

EXHIBIT B

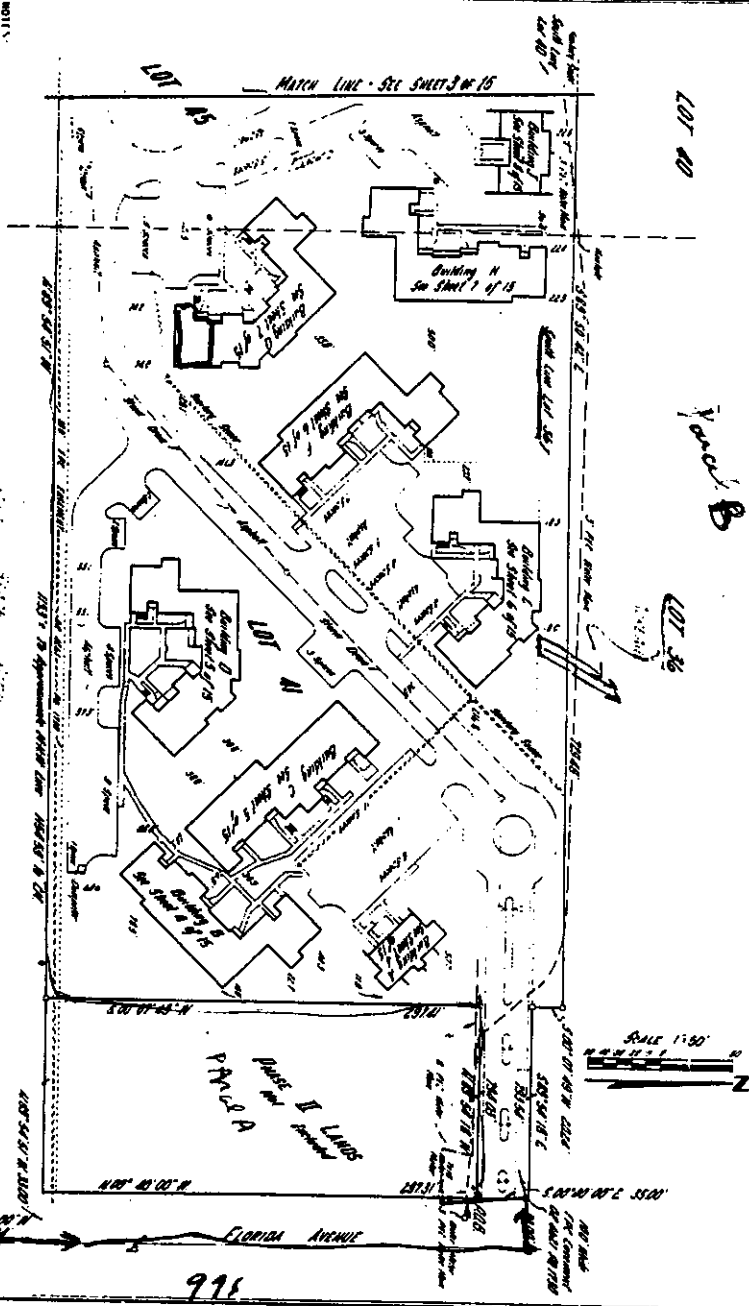
SURVEY & GRAPHIC DESCRIPTION
OF IMPROVEMENTS

(Survey, Building Plans and
Unit Floor Plans)

Part of Parcel C

WINDRUSH BAY A CONDOMINIUM

LOCATED IN THE SOUTHEAST 1/4 OF SECTION 10, TOWNSHIP 27 SOUTH, RANGE 15 EAST, TARPON SPRINGS, PINELLAS COUNTY, FLORIDA.



- NOTICE:**
1. Common Elements - All areas except individual units and limited common elements as depicted on Sheets A thru U.
 2. Dimensions and elevations indicated on this plan are approximate and are common elements.
 3. For apartment interior measurements of each type of unit see Sheets 11 thru 15, entitled "Typical Unit Floor Plans."
 4. Area of each unit is approximately 920 sq. ft.
 5. Present zoning is for parking and is for ingress and egress.
 6. Subject to blanket judgment statement (see statement annex received in O.R. Book 4042, Page 2107) - Pinellas County Records.
 7. Subject to blanket judgment statement (see statement annex received in O.R. Book 4042, Page 2107) - Pinellas County Records.
 8. Subject to blanket judgment statement (see statement annex received in O.R. Book 4042, Page 2107) - Pinellas County Records.
 9. Subject to blanket judgment statement (see statement annex received in O.R. Book 4042, Page 2107) - Pinellas County Records.
 10. Subject to blanket judgment statement (see statement annex received in O.R. Book 4042, Page 2107) - Pinellas County Records.
 11. Subject to blanket judgment statement (see statement annex received in O.R. Book 4042, Page 2107) - Pinellas County Records.
 12. Size and location of utilities are approximate and are taken from drawings by Harry H. Burton, Inc., P.L.S. #1201.

G. Herb Brand and Associates, Inc.

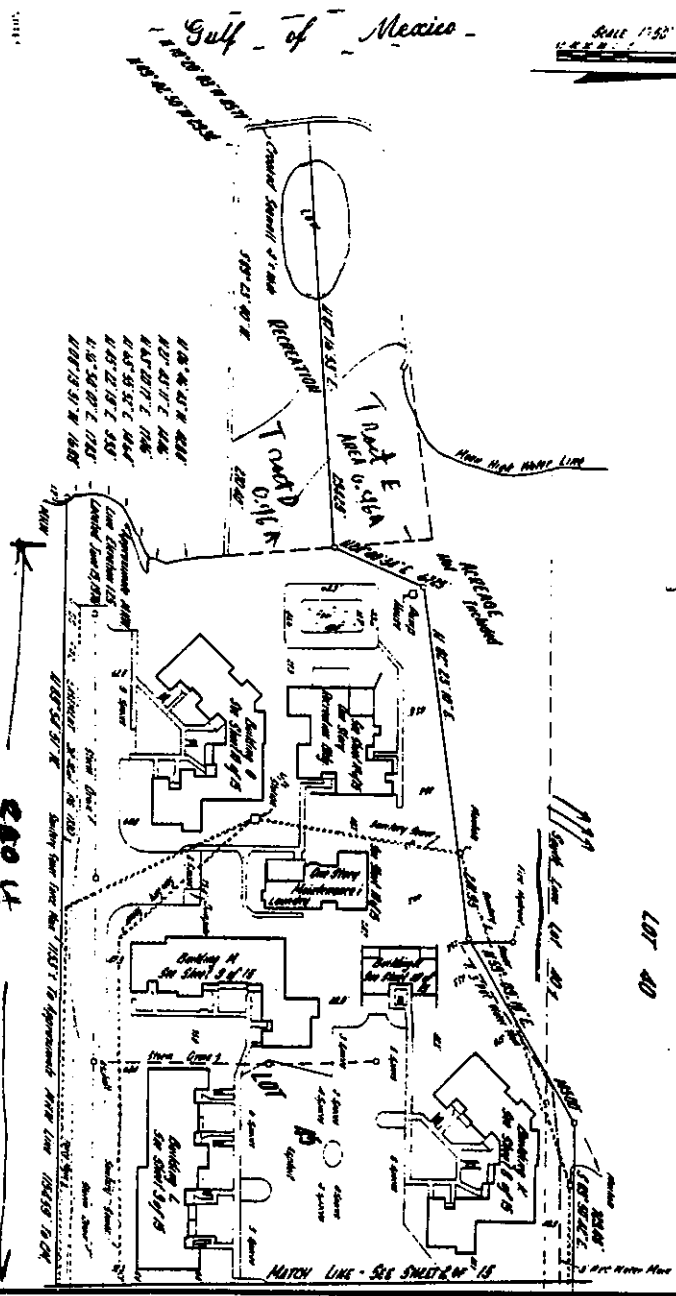
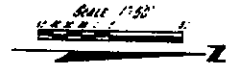
Surveyed, Checked and Certified by
 G. Herb Brand
 Registered Professional Land Surveyor, No. 12115
 Florida
 Registered Professional Engineer, No. 12115
 Florida

Plan C

WINDRUSH BAY A CONDOMINIUM

LOCATED IN THE SOUTHEAST 1/4 OF SECTION 10, TOWNSHIP 27 SOUTH, RANGE 15 EAST, TARPON SPRINGS, PINELLAS COUNTY, FLORIDA.

Plan B



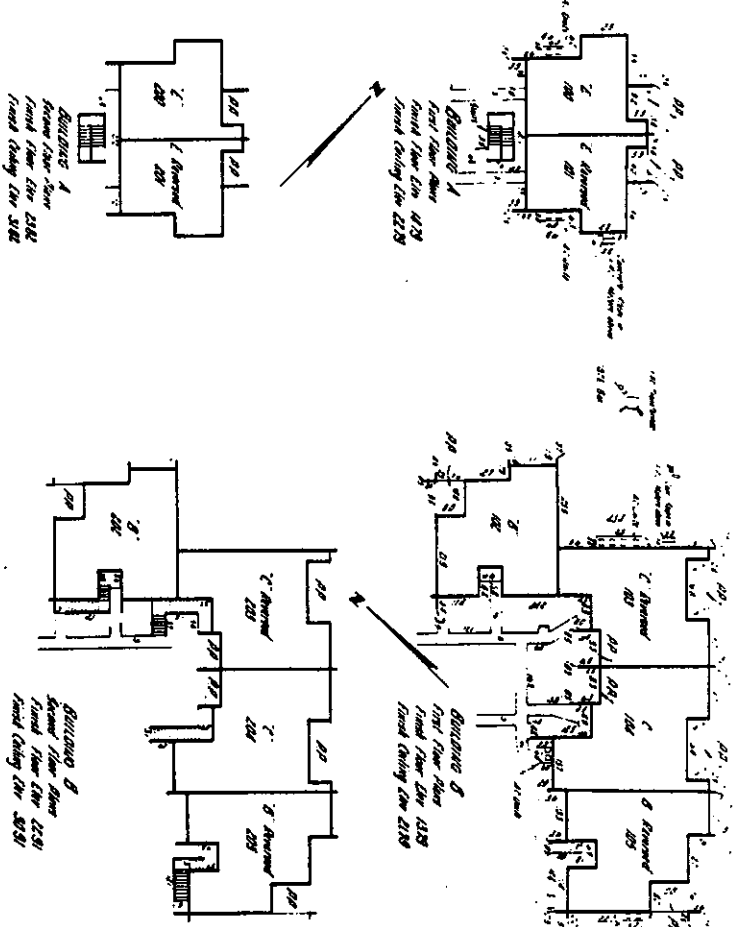
1. Common Elements. All areas, except individual units, and limited use areas, elements as depicted on sheets 4 thru 10.
2. Unless otherwise indicated all buildings are ten story and are used for residential purposes.
3. Common walls between units are 8 inches, and are common elements.
4. For apartment interior measurements of each type of unit see sheets 11 thru 15, entitled "Typical Unit Floor Plans."
5. All apartment partitions, for parking and its for ingress and egress.
6. All apartment partitions, for parking and its for ingress and egress.
7. All apartment partitions, for parking and its for ingress and egress.
8. Subject to Standard Building Agreement (the agreement area extends 3 feet on each side of the centerline of the building) and Standard Deed Agreement (the agreement area extends 3 feet on each side of the centerline of the building) as located and confirmed in O.R. Book 4942, Page 2101, Pinellas County Records.
9. Utilities as located and confirmed in O.R. Book 4942, Page 2101, Pinellas County Records.
10. Easements as shown on sheets 11 thru 15, entitled "Typical Unit Floor Plans."
11. Easements as shown on sheets 11 thru 15, entitled "Typical Unit Floor Plans."
12. Type and location of utilities are approximate and are taken from drawings by Harry W. Martin, Inc., P.L.S. 3100.
13. Recreation areas (both halves), recorded in O.R. Book 4942, Page 2045, Pinellas County Records.

G. Fred Beud and Associates, Inc.

1" = 100 feet
 7 feet cut scale - 7 feet

WINDRUSH BAY A CONDOMINIUM

LOCATED IN THE SOUTHEAST 1/4 OF SECTION 10, TOWNSHIP 27 SOUTH, RANGE 15 EAST
 TARPON SPRINGS PINELLAS COUNTY FLORIDA

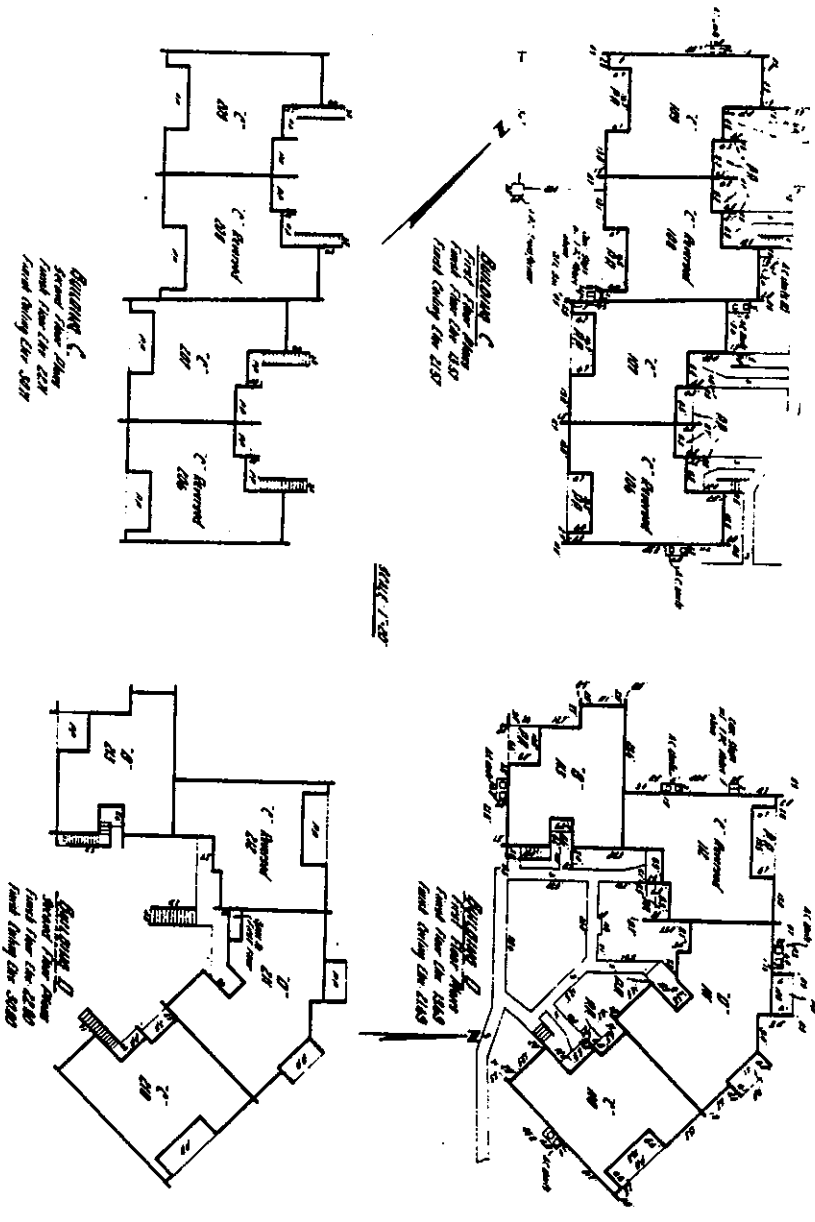


- NOTES:
1. Common walls between units are 8-inches and are common elements.
 2. For apartment interior measurements of each type of unit see Sheets 11 thru 15 entitled "Typical Unit Floor Plans."
 3. When See Level Equals 0.00.
 4. Labeled Common Air Conditioner Units.
 5. All stairways and entrances are Common Elements.

D. Fred Bredt and Associates, Inc.

SCALE 1/4" = 1'-0"
 SHEET 2 OF 14

WINDRUSH BAY A CONDOMINIUM
 LOCATED IN THE SOUTHEAST 1/4 OF SECTION 10, TOWNSHIP 27 SOUTH, RANGE 15 EAST,
 TARPON SPRINGS PINELLAS COUNTY FLORIDA



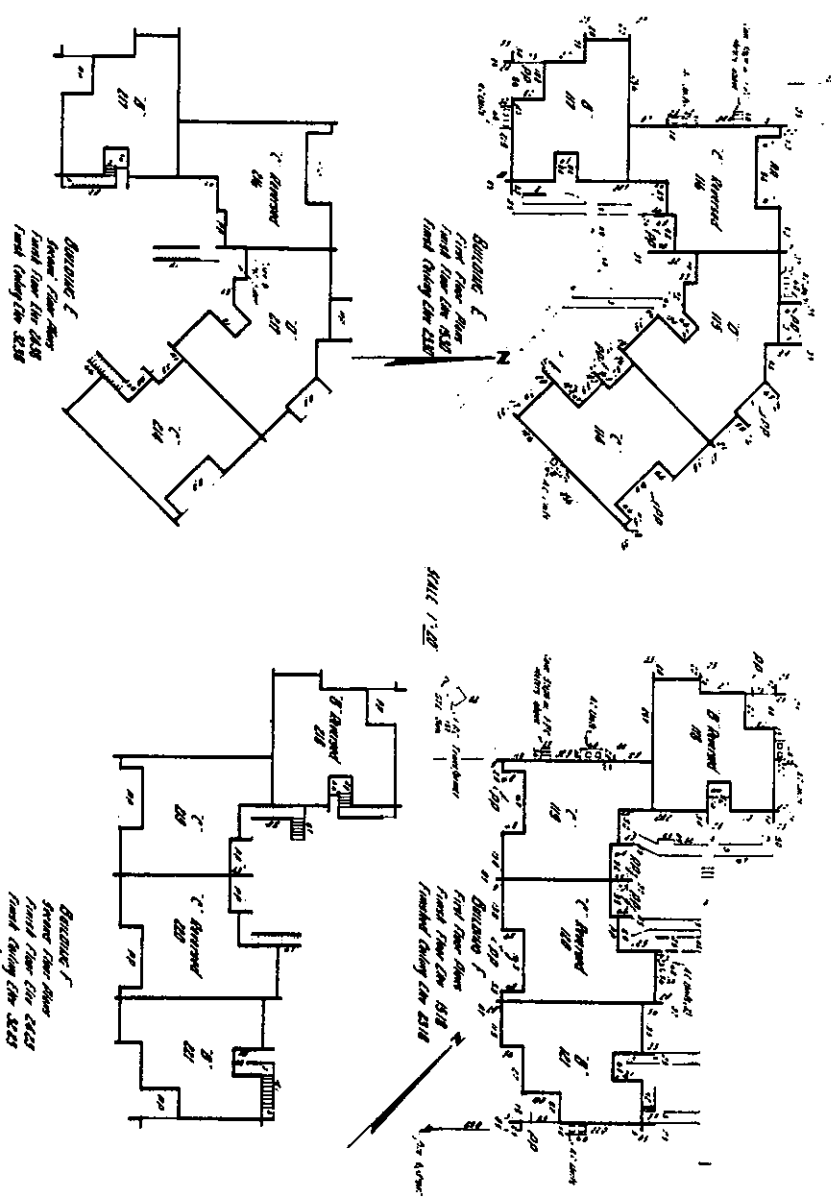
G. Herb Brand and Associates, Inc.

Sheet 5 of 15

- NOTES:
1. Common walls between units are 8" masonry and are common elements.
 2. For apartment interior measurements of each type of unit see Sheet 11 there is entitled "Typical built floor Plans".
 3. Elevations are in feet and inches.
 4. All elevations are to the top of the finished floor.
 5. All stairways and entrances are Common Elements.

WINDRUSH BAY A CONDOMINIUM

LOCATED IN THE SOUTHEAST 1/4 OF SECTION 10, TOWNSHIP 27 SOUTH, RANGE 15 EAST.



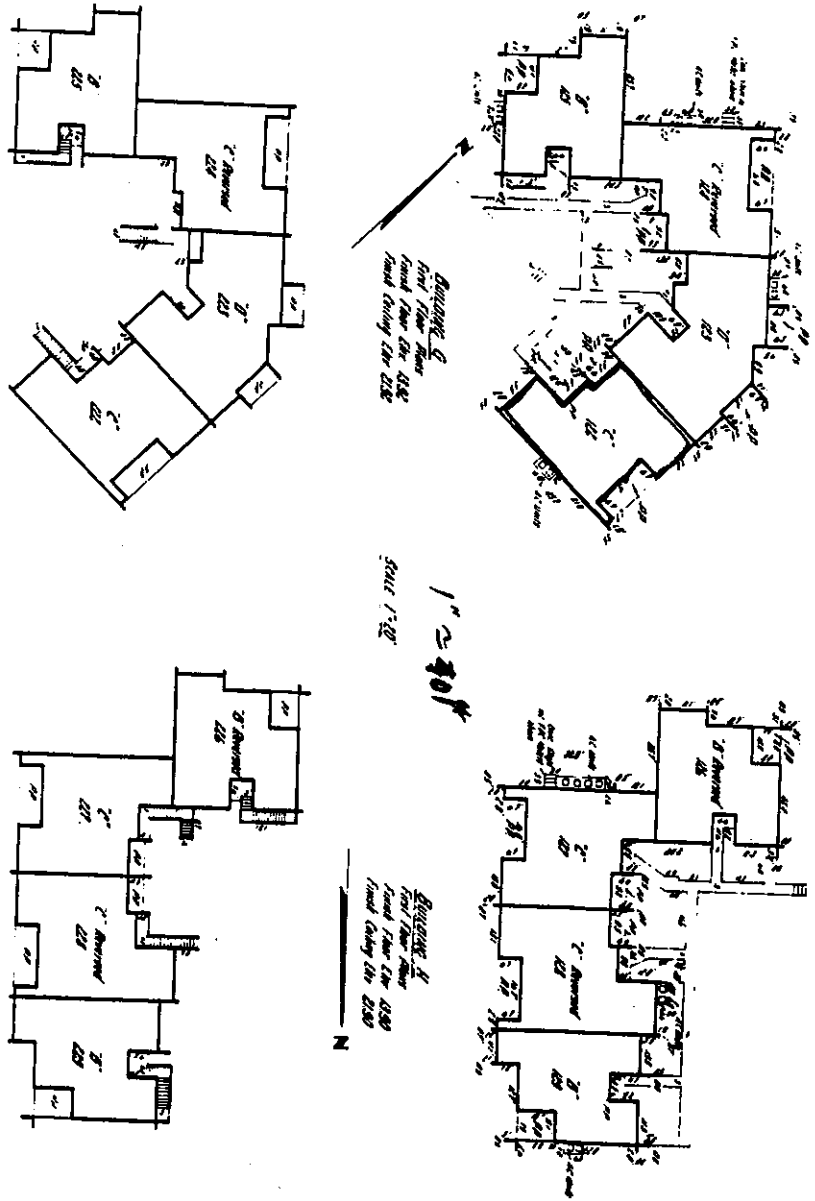
D. Fred Bruel and Associates, Inc.

June 1, 1984

- NOTES:
1. Common walls between units are 8" thick, and are masonry elements.
 2. For apartment interior measurements, of each type of unit, see Sheet 31 (this is entitled "Typical Unit Plans, Plans").
 3. All dimensions are in feet and inches.
 4. Indicated Common Elements:
 - CE - Common Elements
 - ME - Mechanical
 - SE - Structural
 - AE - Air Conditioner Units
 - PE - Porch/Patio
 5. All stairways and entrances are Common Elements.

WINDRUSH BAY A CONDOMINIUM

LOCATED IN THE SOUTHEAST 1/4 OF SECTION 10, TOWNSHIP 27 SOUTH, RANGE 15 EAST,
TARPOON SPRINGS PINELLAS COUNTY FLORIDA.

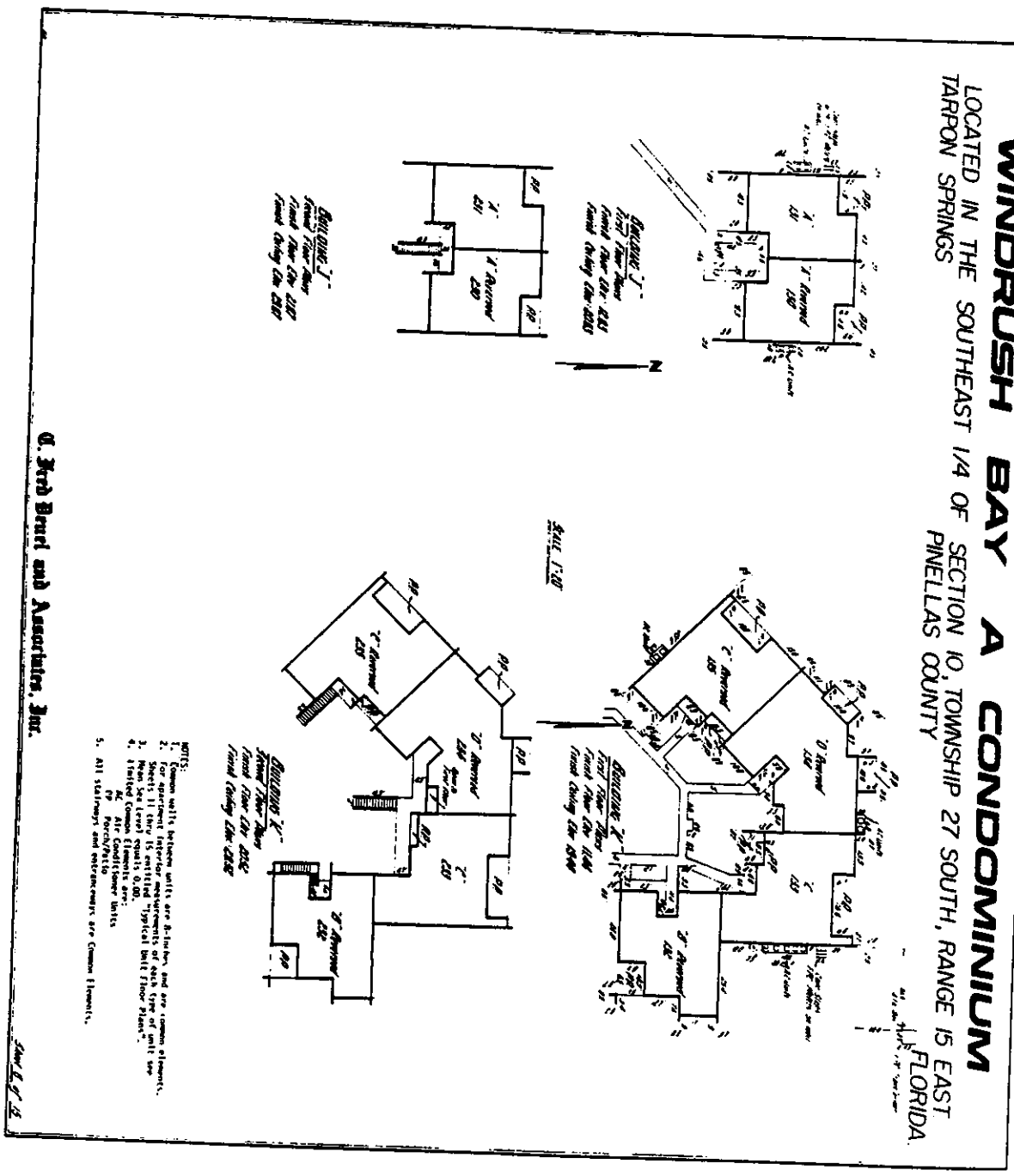


- NOTES:**
1. Common walls between units are 8 inches and are common elements.
 2. For apartment interior measurements of area, see sheets 11 thru 15 entitled "Typical Unit Floor Plans".
 3. Mean Sea Level equals 0.00.
 4. Units are numbered as follows:
 - a. Air Conditioning Units
 - b. Pans/Water
 5. All stairways and entrances are Common Elements.

Date: 2/27/82

D. Herb Brant and Associates, Inc.

WINDRUSH BAY A CONDOMINIUM
 LOCATED IN THE SOUTHEAST 1/4 OF SECTION 10, TOWNSHIP 27 SOUTH, RANGE 15 EAST
 TARPON SPRINGS PINELLAS COUNTY FLORIDA

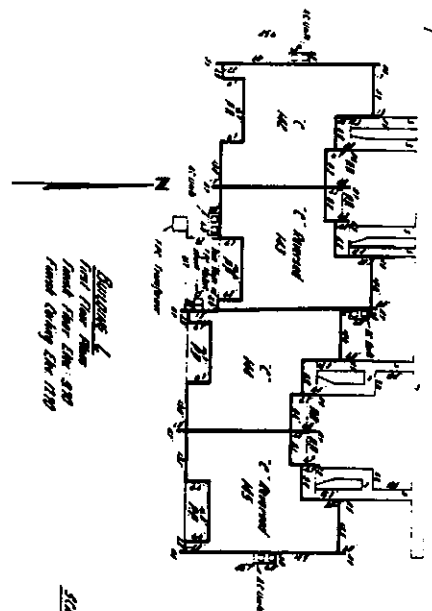


- NOTES:
1. Common walls between units are 8-inches and are common elements.
 2. Common areas are shown in light gray. Typical floor finish is "Typical Built Floor Plans".
 3. Neen See Level equals 0.00.
 4. Limited Common Elements are:
 a. Air Conditioning Units
 b. Stairways and elevators are Common Elements.

G. Fred Briel and Associates, Inc.

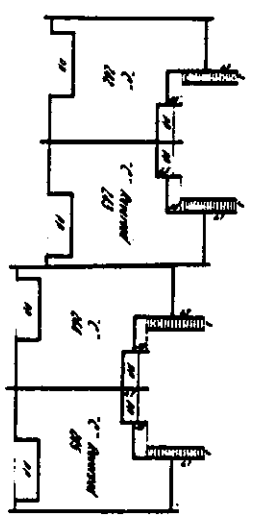
WINDRUSH BAY A CONDOMINIUM

LOCATED IN THE SOUTHEAST 1/4 OF SECTION 10, TOWNSHIP 27 SOUTH, RANGE 15 EAST, TARPON SPRINGS PINELLAS COUNTY FLORIDA.

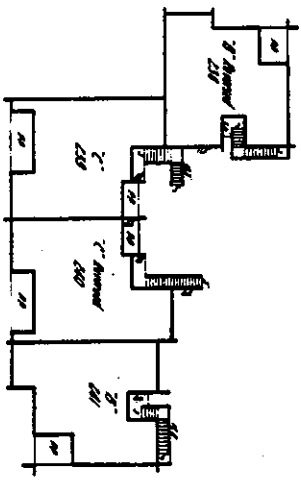


Building L
First Floor Plan
Front Floor Elev. 8.87
Rear Floor Elev. 8.79

Building M
First Floor Plan
Front Floor Elev. 9.19
Rear Floor Elev. 8.91



Building L
Second Floor Plan
Front Floor Elev. 11.87
Rear Floor Elev. 11.79



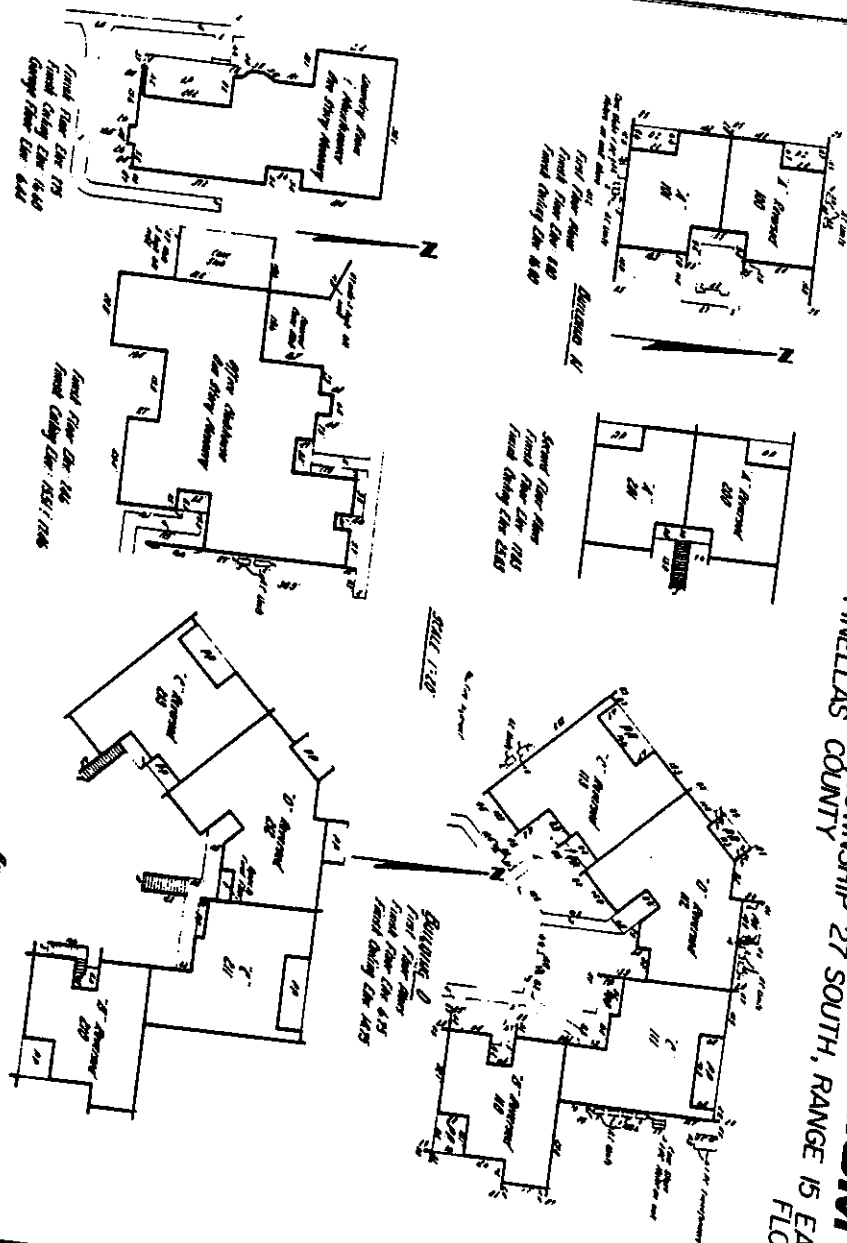
Building M
Second Floor Plan
Front Floor Elev. 14.19
Rear Floor Elev. 13.91

- NOTES:
1. Common walls between units are 8-inches and are common elements.
 2. For apartment interior measurements of each type of unit see Schedule "A".
 3. Mean Sea Level equals 6.00.
 4. Listed Common Elements are:
 - a. Air Conditioning Units
 - b. Stairways
 5. All stairways and entrances are Common Elements.

D. Webb Brund and Associates, Inc.

Sheet 2 of 2

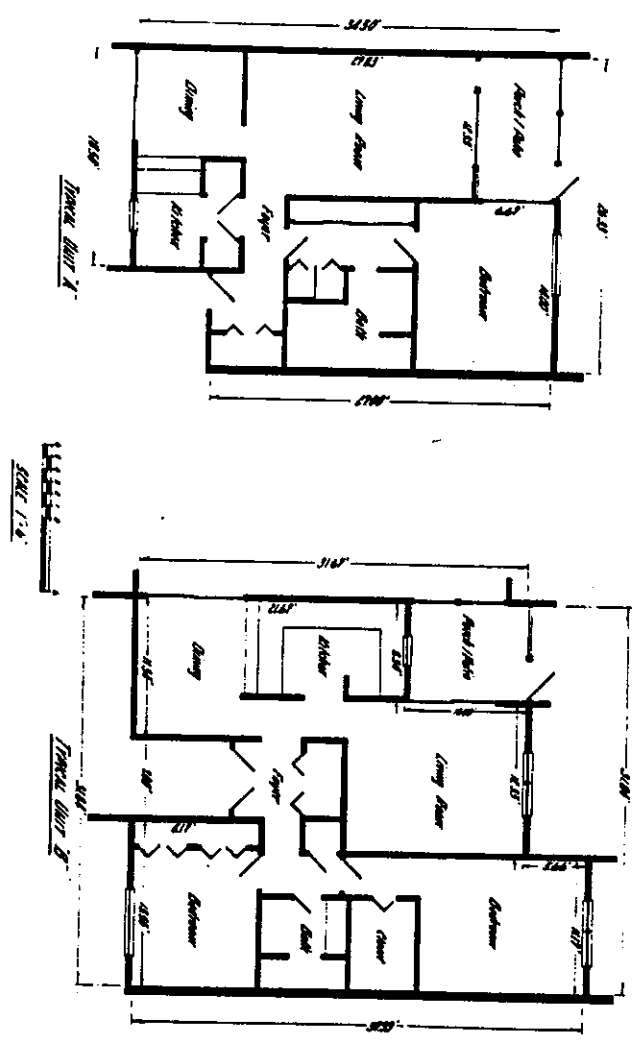
WINDRUSH BAY A CONDOMINIUM
 LOCATED IN THE SOUTHEAST 1/4 OF SECTION 10, TOWNSHIP 27 SOUTH, RANGE 15 EAST
 PINELLAS COUNTY, FLORIDA
 TARPON SPRINGS



- NOTES:
1. Common walls, between units are Adhesive, and are common elements.
 2. For apartment, kitchen, bathroom, and for common elements.
 3. Shows the floor finish, wall finish, and ceiling finish.
 4. Shows the level of the floor, and the level of the ceiling.
 5. Shows the level of the floor, and the level of the ceiling.
 6. Shows the level of the floor, and the level of the ceiling.
 7. Shows the level of the floor, and the level of the ceiling.
 8. Shows the level of the floor, and the level of the ceiling.
 9. Shows the level of the floor, and the level of the ceiling.
 10. Shows the level of the floor, and the level of the ceiling.

© Fred Bird 1984

WINDRUSH BAY A CONDOMINIUM
 LOCATED IN THE SOUTHEAST 1/4 OF SECTION 10, TOWNSHIP 27 SOUTH, RANGE 15 EAST
 TARPON SPRINGS PINELLAS COUNTY FLORIDA.



Typical Unit Floor Plans

- NOTES:
1. Common walls between units are 8" thick and are common elements.
 2. All openings, dimensions and areas are approximate and are subject to slight variances due to normal construction tolerances.
 3. All areas designated for/within are limited Common Elements.

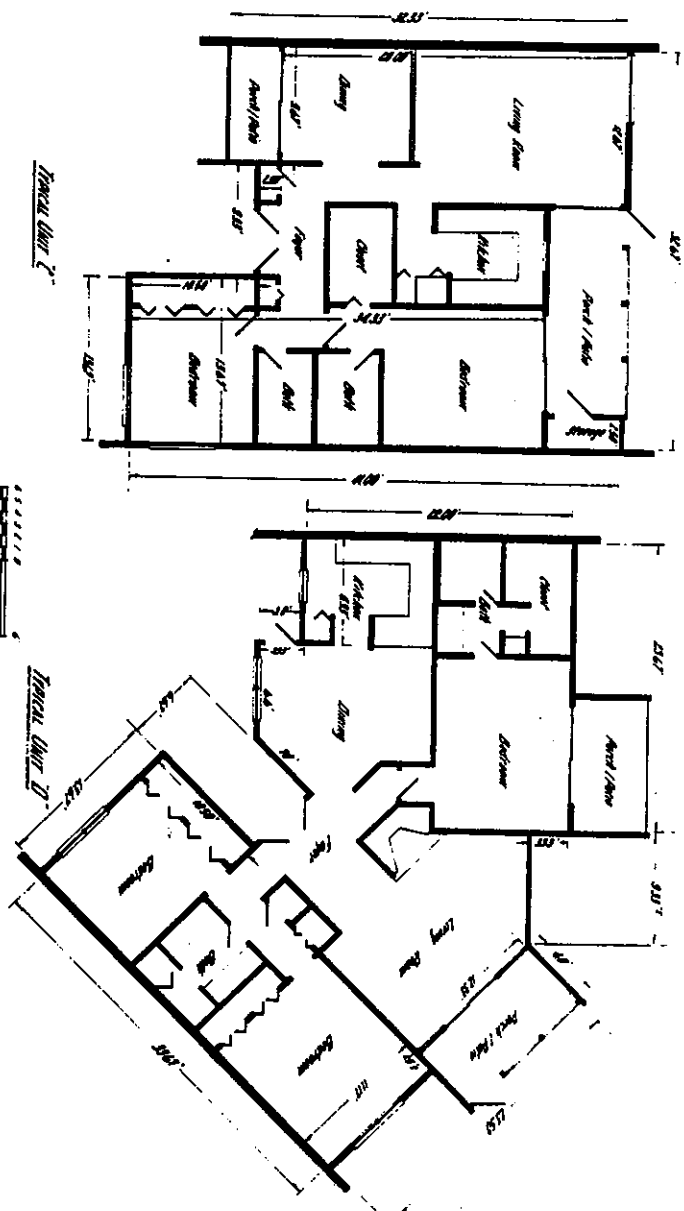
C. Fred Buel and Associates, Inc.

Sheet 11 of 15

WINDRUSH BAY A CONDOMINIUM

LOCATED IN THE SOUTHEAST 1/4 OF SECTION 10, TOWNSHIP 27 SOUTH, RANGE 15 EAST
 TARPON SPRINGS PINELLAS COUNTY FLORIDA

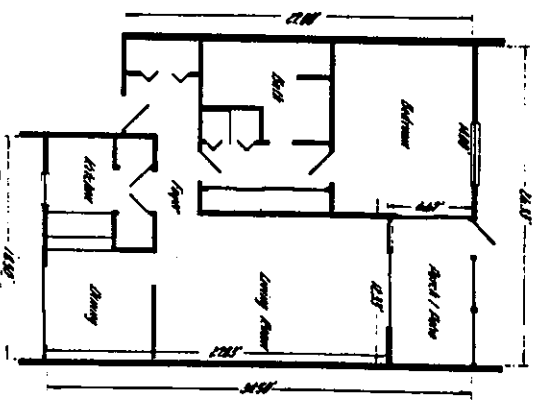
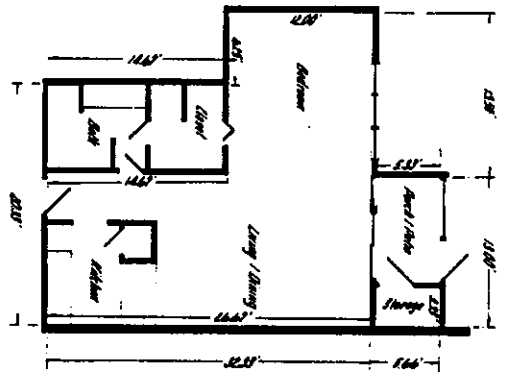
3267



- NOTES:
1. Common walls between units are 8-inches and are common elements.
 2. All apartment dimensions shown are inside walls to include wall and are subject to change without notice.
 3. All areas designated as "Balcony" are limited Common Elements.

C. Fred Bruel and Associates, Inc.

WINDRUSH BAY A CONDOMINIUM
 LOCATED IN THE SOUTHEAST 1/4 OF SECTION 10, TOWNSHIP 27 SOUTH, RANGE 15 EAST,
 TARPON SPRINGS PINELLAS COUNTY FLORIDA.



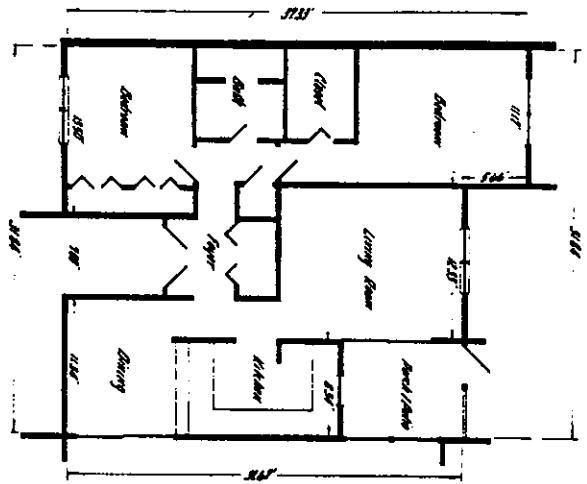
Typical Unit Floor Plans

- NOTES:
1. Common walls, between units are 8-inches and are Common Elements.
 2. All areas designated for/within a unit are subject to construction practice, wall and are subject to change.
 3. All areas designated for/within are Limited Common Elements.

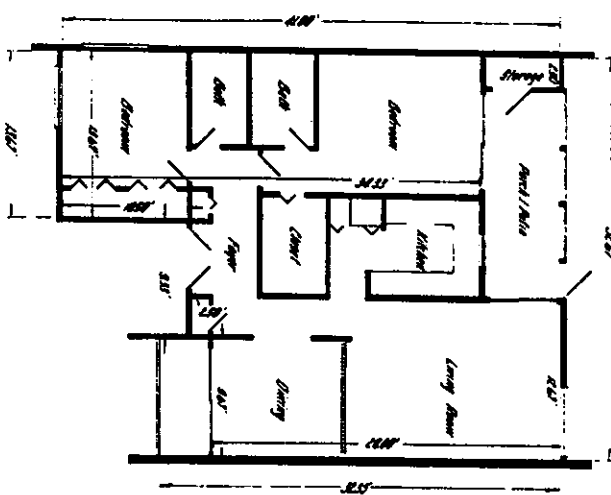
G. Fred Brand and Associates, Inc.

Sheet 2 of 2

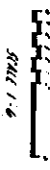
WINDRUSH BAY A CONDOMINIUM
 LOCATED IN THE SOUTHEAST 1/4 OF SECTION 10, TOWNSHIP 27 SOUTH, RANGE 15 EAST
 TARPON SPRINGS PINELLAS COUNTY FLORIDA



Typical Unit B' Residence



Typical Unit C' Residence



SCALE 1/8"

Typical Unit Floor Plans

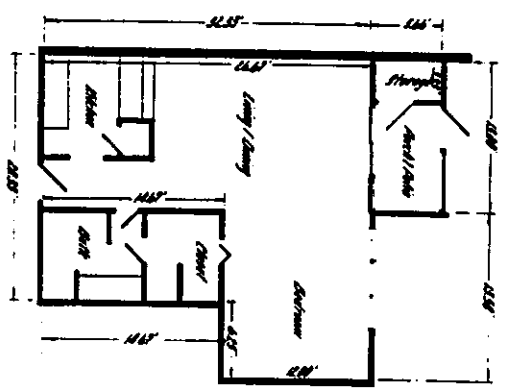
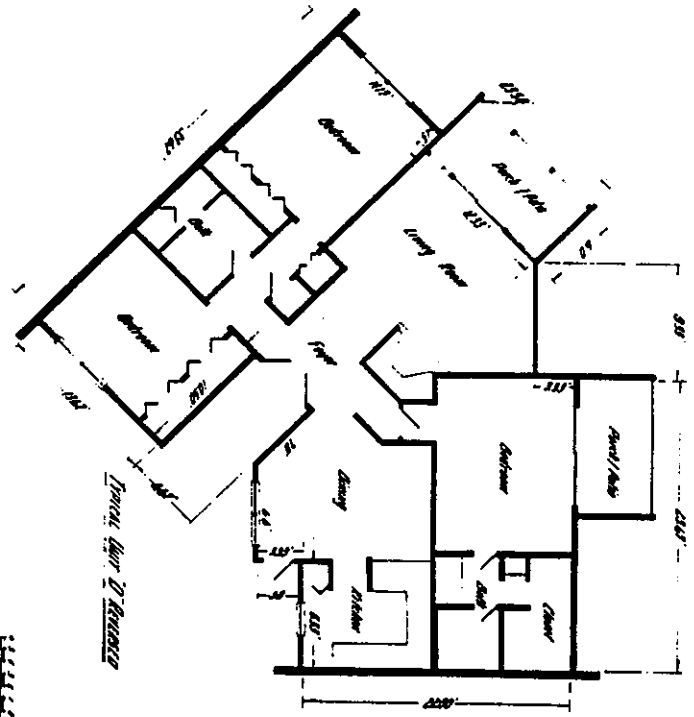
- NOTES:
1. Common walls between units are 16" thick and are concrete structure.
 2. All dimensions are given unless otherwise noted.
 3. All dimensions are given unless otherwise noted.
 4. All areas depicted hereon are limited common elements.

C. Fred Brund and Associates, Inc.

Nov. 18, 1978

WINDRUSH BAY A CONDOMINIUM

LOCATED IN THE SOUTHEAST 1/4 OF SECTION 10, TOWNSHIP 27 SOUTH, RANGE 15 EAST
 TARPON SPRINGS PINELLAS COUNTY FLORIDA



Typical Unit Floor Plans

- NOTES:
1. Common walls between units are finished and are common elements.
 2. All apartment dimensions shown are inside wall to inside wall and are subject to all trades equipped furnished are listed Common Elements.

D. Fred Brudl and Associates, Inc.


Nov. 2, 1974

EXHIBIT C

SURVEYOR'S CERTIFICATE

I, C. Fred Deuel, a land surveyor authorized to practice in the State of Florida, hereby certify with respect to WINDRUSH BAY, A CONDOMINIUM that the construction of the improvements is substantially complete so that the material, together with the provisions of the declaration describing the condominium property, is an accurate representation of the location and dimensions of the improvements, and that the identification, location, and dimensions of the common elements and of each unit can be determined from the materials.

Dated: March 26, 1979


Professional Land Surveyor No. 827
State of Florida
C. FRED DEUEL & ASSOCIATES, INC.

WINDRUSH BAY, A CONDOMINIUM
UNDIVIDED SHARES IN COMMON ELEMENTS

EXHIBIT D

Address	Type	Typical Approx. Sq.Ft. of Net Living Area	% of Ownership	
			Initial Phase	If Future Parcel Complete
301 N. Florida Avenue Tarpon Springs, Florida				
A-100	1/1 - EFF	634	.655	.375
A-101	1/1 - EFF	634	.655	.375
A-200	1/1 - EFF	634	.655	.375
A-201	1/1 - EFF	634	.655	.375
B-102	2/1 - B	926	.960	.566
B-202	2/1 - B	926	.960	.566
B-103	2/2 - C	994	1.025	.61
B-203	2/2 - C	994	1.025	.61
B-104	2/2 - C	994	1.025	.61
B-204	2/2 - C	994	1.025	.61
B-105	2/1 - B	926	.960	.566
B-205	2/1 - B	926	.960	.566
C-106	2/2 - C	994	1.025	.61
C-206	2/2 - C	994	1.025	.61
C-107	2/2 - C	994	1.025	.61
C-207	2/2 - C	994	1.025	.61
C-108	2/2 - C	994	1.025	.61
C-208	2/2 - C	994	1.025	.61
C-109	2/2 - C	994	1.025	.61
C-209	2/2 - C	994	1.025	.61
D-110	2/2 - C	994	1.025	.61
D-210	2/2 - C	994	1.025	.61
D-111	3/2 - D	1,232	1.280	.722
D-211	3/2 - D	1,232	1.280	.722
D-112	2/2 - C	994	1.025	.61
D-212	2/2 - C	994	1.025	.61
D-113	2/1 - B	926	.960	.566
D-213	2/1 - B	926	.960	.566
E-114	2/2 - C	994	1.025	.61
E-214	2/2 - C	994	1.025	.61
E-115	3/2 - D	1,232	1.280	.722
E-215	3/2 - D	1,232	1.280	.722
E-116	2/2 - C	994	1.025	.61
E-216	2/2 - C	994	1.025	.61
E-117	2/1 - B	926	.960	.566
E-217	2/1 - B	926	.960	.566
F-118	2/1 - B	926	.960	.566
F-218	2/1 - B	926	.960	.566
F-119	2/2 - C	994	1.025	.61
F-219	2/2 - C	994	1.025	.61
F-120	2/2 - C	994	1.025	.61
F-220	2/2 - C	994	1.025	.61
F-121	2/1 - B	926	.960	.566
F-221	2/1 - B	926	.960	.566
G-122	2/2 - C	994	1.025	.61
G-222	2/2 - C	994	1.025	.61
G-123	3/2 - D	1,232	1.280	.722
G-223	3/2 - D	1,232	1.280	.722
G-124	2/2 - C	994	1.025	.61
G-224	2/2 - C	994	1.025	.61
G-125	2/1 - B	926	.960	.566
G-225	2/1 - B	926	.960	.566

Address
 301 N. Florida Avenue
 Tarpon Springs, Fla.

Type

Typical Approx.
 Sq. Ft. of Net
 Living Area

% of Ownership

Initial
 Phase

If Future
 Parcel Complete

Address	Type	Typical Approx. Sq. Ft. of Net Living Area	Initial Phase	% of Ownership	If Future Parcel Complete
H-126	2/1 - B	926			
H-226	2/1 - B	926	.960		.566
H-127	2/1 - C	994	1.025		.566
H-227	2/2 - C	994	1.025		.61
H-128	2/2 - C	994	1.025		.61
H-228	2/2 - C	994	1.025		.61
H-129	2/1 - B	926	.960		.566
H-229	2/1 - B	926	.960		.566
J-130	1/1 - A	766	.790		.465
J-230	1/1 - A	766	.790		.465
J-131	1/1 - A	766	.790		.465
J-231	1/1 - A	766	.790		.465
K-132	2/1 - B	926	.960		.566
K-232	2/1 - B	926	.960		.566
K-133	2/2 - C	994	1.025		.61
K-233	2/2 - C	994	1.025		.61
K-134	3/2 - D	1,232	1.280		.722
K-234	3/2 - D	1,232	1.280		.722
K-135	2/2 - C	994	1.025		.61
K-235	2/2 - C	994	1.025		.61
L-142	2/2 - C	994	1.025		.61
L-242	2/2 - C	994	1.025		.61
L-143	2/2 - C	994	1.025		.61
L-243	2/2 - C	994	1.025		.61
L-144	2/2 - C	994	1.025		.61
L-244	2/2 - C	994	1.025		.61
-145	2/2 - C	994	1.025		.61
-245	2/2 - C	994	1.025		.61
-138	2/1 - B	926	.960		.566
-238	2/1 - B	926	.960		.566
-139	2/2 - C	994	1.025		.61
239	2/2 - C	994	1.025		.61
140	2/2 - C	994	1.025		.61
240	2/2 - C	994	1.025		.61
141	2/1 - B	926	.960		.566
141	2/1 - B	926	.960		.566
00	1/1 - A	766	.790		.465
00	1/1 - A	766	.790		.465
01	1/1 - A	766	.790		.465
01	1/1 - A	766	.790		.465
0	2/1 - B	926	.960		.566
0	2/1 - B	926	.960		.566
0	2/2 - C	994	1.025		.61
0	2/2 - C	994	1.025		.61
0	3/2 - D	1,232	1.280		.722
0	3/2 - D	1,232	1.280		.722
0	2/2 - C	994	1.025		.61
0	2/2 - C	994	1.025		.61

APPROXIMATE TOTAL NET LIVING AREA

96,748

100%

52-2/2
 11-1/1
 26-2/1
 10-3/2
 100

(2)

PROJECTED UNITS

<u>Address</u>	<u>Type</u>	<u>Projected Approx. Sq. Ft. of Net Living Area</u>	<u>% Ownership If Future Parcel Completed</u>
301 N. Florida Avenue Tarpon Springs, Fla.			
P-120	2/1 - B	926	.566
P-220	2/1 - B	926	.566
P-121	2/1 - B	926	.566
P-221	2/1 - B	926	.566
P-122	2/2 - C	994	.61
P-222	2/2 - C	994	.61
P-123	2/2 - C	994	.61
P-223	2/2 - C	994	.61
Q-130	1/1 - A	766	.465
Q-230	1/1 - A	766	.465
Q-131	1/1 - A	766	.465
Q-231	1/1 - A	766	.465
R-140	2/2 - C	994	.61
R-240	2/2 - C	994	.61
R-141	2/2 - C	994	.61
R-241	2/2 - C	994	.61
R-142	2/2 - C	994	.61
R-242	2/2 - C	994	.61
R-143	2/2 - C	994	.61
R-243	2/2 - C	994	.61
S-150	2/2 - C	994	.61
S-250	2/2 - C	994	.61
S-151	2/2 - C	994	.61
S-251	2/2 - C	994	.61
S-152	2/1 - B	926	.566
S-252	2/1 - B	926	.566
S-153	2/1 - B	926	.566
S-253	2/1 - B	926	.566
S-154	2/2 - C	994	.61
S-254	2/2 - C	994	.61
S-155	2/2 - C	994	.61
S-255	2/2 - C	994	.61
T-160	2/1 - B	926	.566
T-260	2/1 - B	926	.566
T-161	2/1 - B	926	.566
T-261	2/1 - B	926	.566
T-162	1/1 - A	766	.465
T-262	1/1 - A	766	.465
T-163	1/1 - A	766	.465
T-263	1/1 - A	766	.465
T-164	2/1 - B	926	.566
T-264	2/1 - B	926	.566
T-165	2/1 - B	926	.566
T-265	2/1 - B	926	.566
U-170	2/2 - C	994	.61
U-270	2/2 - C	994	.61
U-171	2/2 - C	994	.61
U-271	2/2 - C	994	.61
U-172	2/2 - C	994	.61
U-272	2/2 - C	994	.61
U-173	2/2 - C	994	.61
U-273	2/2 - C	994	.61
V-180	1/1 - A	766	.465
V-280	1/1 - A	766	.465
V-181	1/1 - A	766	.465
V-281	1/1 - A	766	.465

PROJECTED UNITS

<u>Address</u>	<u>Type</u>	<u>Projected Approx. Sq. Ft. of Net Living Area</u>	<u>% Ownership If Future Parcel Completed</u>
301 N. Florida Ave. Tarpon Springs, Fla.			
W-190	2/1 - B	926	.566
W-290	2/1 - B	926	.566
W-191	2/1 - B	926	.566
W-291	2/1 - B	926	.566
W-192	2/1 - B	926	.566
W-292	2/1 - B	926	.566
W-193	2/1 - B	926	.566
W-293	2/1 - B	926	.566
X-100	2/2 - C	994	.61
X-200	2/2 - C	994	.61
X-101	2/2 - C	994	.61
X-201	2/2 - C	994	.61
X-102	2/2 - C	994	.61
X-202	2/2 - C	994	.61
X-103	2/2 - C	994	.61
X-203	2/2 - C	994	.61
PROJECTED NET LIVING AREA - FUTURE PARCEL		67,200	100%
PROJECTED TOTAL NET LIVING AREA -		163,948	

State of Florida



Department of State

I certify that the attached is a true and correct copy of the Articles of Incorporation of WINDRUSH BAY CONDOMINIUM ASSOCIATION, INC., a corporation not for profit organized under the Laws of the State of Florida, filed on March 29, 1979, as shown by the records of this office.

The charter number for this corporation is 746493.

Given under my hand and the Great Seal of the State of Florida, at Tallahassee, the Capital, this the 30th day of March, 1979.



CER 101
12-78

Secretary of State