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PINELLAS CO. FLORIDA  
Clerk Circuit Court

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O.R. 5040 PAGE 1272

DECLARATION OF CONDOMINIUM

OWNERSHIP OF

BORDEAUX VILLAGE CONDOMINIUM, NO. 2

(Phase I)

*June* This Declaration of Condominium made this 22<sup>nd</sup> day of \_\_\_\_\_, A.D., 1980, by SOUND SOUTH, INC., a Florida corporation, (hereinafter referred to as "DEVELOPER") as the owner of certain lands lying and being situated in Pinellas County, Florida, for itself and its successors, grantees and assigns.

WITNESSETH:

WHEREAS, the DEVELOPER is the owner in fee simple of certain real property, lying and being situate in Pinellas County, Florida, as more particularly set forth in Exhibit "A", attached hereto which lands are herein called "the land", subject to the reservations and easements of record; and

WHEREAS, the DEVELOPER contemplates erecting upon portions of said lands multi-unit residential buildings, housing up to but not exceeding forty-two (42) residential units and related facilities in five (5) phases pursuant to the provisions set forth in Section 718.403, Florida Statutes. A copy of the Phase Plan is attached hereto as Exhibit "B"; and

WHEREAS, the DEVELOPER desires to submit portions of said lands and said buildings with related facilities to condominium ownership in three (3) phases pursuant to Chapter 718, Florida Statutes.

NOW, THEREFORE, the DEVELOPER makes the following declarations:

1. **NAME:** The name by which this condominium is to be identified is BORDEAUX VILLAGE CONDOMINIUM, NO.2.
2. **DEFINITIONS:** For all purposes in this Declaration and for all purposes in the Articles of Incorporation and By-Laws of BORDEAUX VILLAGE ASSOCIATION, NO. 2, INC., a Florida non-profit corporation, the following words shall have the definitions as hereinafter stated, to-wit:
  - a. **Assessments:** a share of the funds required for the payment of common expenses, which from time to time is assessed against the unit owner.
  - b. **Common Elements:** that portion of the property submitted to condominium ownership not included in the units or limited common elements.
  - c. **Limited Common Elements:** those common elements which are reserved for the use of certain condominium units to the exclusion of all others which include but are not limited to the individual air-conditioning units and the pads they are located on as they relate to the individual unit they service. For all purposes herein such improvements shall be treated as limited common elements as to the unit or units for which they are reserved.

Condominium plats pertaining hereto are filed in Condominium Plat Book 42, pages 101 through 102 inc.

This instrument Prepared By AND TO BE RETURNED TO:  
D. MICHAEL SPEARS OF  
Burgin, Ross, Foltz, Hastings, Dews and Campbell  
Hold → ATTORNEYS AT LAW  
P.O. BOX 5100  
800 TROTH BOULEVARD  
ST. PETERSBURG, FL 33743

Law Office  
Burgin, Ross, Foltz, Hastings, Dews and Campbell  
National Trust Bank of Florida Building  
880 Tyrone Boulevard  
Post Office Box 41100  
St. Petersburg, Florida 33743  
Telephone (813) 381-2300

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d. Association: the corporate entity responsible for the operation of a condominium.

e. Board of Administration: the board of directors or other representative body responsible for administration of the Association.

f. By-Laws: the By-Laws of the association existing from time to time.

g. Common Expenses: all expenses and assessments properly incurred by the association for the condominium.

h. Common surplus: 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 common expenses.

i. Condominium: that form of ownership of real property which is created pursuant to the provisions of Chapter 718 of the Florida Statutes, known as the "Condominium Act", and which is comprised of units that may be owned by one or more persons, and there is, appurtenant to each unit, an undivided share in the common elements.

j. Condominium Parcel: a unit, together with any limited common elements appurtenant thereto and the undivided share in the common elements which is appurtenant to the unit.

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

l. Declaration or Declaration of Condominium: the instrument or instruments by which a condominium is created, as they are from time to time amended.

m. Developer: a person who creates a condominium or offers condominium parcels for sale or lease in the ordinary course of business, but does not include an owner or lessee of a unit who has acquired his unit for his own occupancy.

n. Unit: a part of the condominium property which is subject to exclusive ownership. A unit may be in improvements, land, or land and improvements together, as specified in the Declaration.

o. Unit Owner or Owner of a Unit: the record owner of a condominium parcel subject hereto.

p. Member: an owner of a condominium parcel who is a member of BORDEAUX VILLAGE ASSOCIATION NO. 2, INC., hereinafter referred to as the "ASSOCIATION".

q. Institutional Mortgagee: a bank, a federal savings and loan association, a state savings and loan association, an institutional investor, mortgage banker, insurance company and/or a real estate investment trust holding a mortgage on one or more condominium parcels.

3. PROPERTY SUBMITTED TO CONDOMINIUM FORM OF OWNERSHIP: The following property is hereby submitted to the condominium form of ownership:

a. The lands lying and being situate in Pinellas County, Florida, as more particularly set forth in Exhibits "C" & "E"

attached hereto, together with all improvements erected or installed thereon, including but not limited to two (2) residential buildings, containing thirteen (13) condominium units and related facilities, subject to the reservations, easements and restrictions of record.

b. The Contract for Management and Maintenance: the contract for Management and Maintenance by and between FEATHER SOUND REALTY, INC., and the ASSOCIATION; a copy of which is attached hereto and made a part hereof and marked Exhibit "D", hereinafter referred to as the "Management Agreement".

4. PROPERTY WHICH MAY BE SUBMITTED TO CONDOMINIUM FORM OF OWNERSHIP: The DEVELOPER, pursuant to the provisions of Section 718.403, Florida Statutes, hereby retains the right to submit to the condominium form of ownership, by amendment to this Declaration, the following described additional phases:

a. Phase II: one (1) residential building, Building "I", containing five (5) residential units may be constructed on the property described as Phase II, as more particularly set forth in Exhibit "B" attached hereto.

One (1) of the units in Phase II will contain approximately 1,465 square feet, and four (4) of the units in Phase II will contain approximately 1,320 square feet.

In the event the DEVELOPER exercises the right to construct Phase II and submit the same to condominium ownership herein, the improvements contained in Phase II shall be completed by December, 1981.

b. Phase III: one (1) residential building, Building "J", containing seven (7) residential units may be constructed on the property described as Phase III, as more particularly set forth in Exhibit "B" attached hereto.

Two (2) of the units in Phase III will contain approximately 1,875 square feet, one (1) of the units in Phase III will contain approximately 1,465 square feet, and four (4) of the units in Phase III will contain approximately 1,320 square feet.

In the event the DEVELOPER exercises the right to construct Phase III and submit the same to condominium ownership herein, the improvements contained in Phase III shall be completed by December, 1981.

c. Phase IV: one (1) residential building, Building "K", containing nine (9) residential units may be constructed on the property described as Phase IV, as more particularly set forth in Exhibit "B" attached hereto.

Two (2) of the units in Phase IV will contain approximately 1875 square feet, three (3) of the units in Phase IV will contain approximately 1465 square feet and four (4) of the units in Phase IV will contain approximately 1320 square feet.

In the event the DEVELOPER exercises the right to construct Phase IV and submit the same to condominium ownership herein, the improvements contained in Phase IV shall be completed by December, 1981.

d. Phase V: one (1) residential building, Building "L", containing eight (8) residential units may be constructed on the property described as Phase V, as more particularly set forth in Exhibit "B" attached hereto.

All eight (8) units in Phase V will contain approximately 1320 square feet.

In the event the DEVELOPER exercises the right to construct Phase V and submit the same to condominium ownership herein, the improvements contained in Phase V shall be completed by December, 1981.

5. AMENDMENT OF DECLARATION ADDING PHASES: Notwithstanding anything to the contrary contained herein or the provisions of Florida Statute Section 718.110, the DEVELOPER, pursuant to paragraph 4 herein, and Florida Statute Section 718.403(6), expressly reserves the right to amend this Declaration so as to submit to condominium ownership the additional phases set forth in paragraph 4 herein together with improvements thereon as part and parcel of this condominium without consent thereto by the ASSOCIATION or unit owners other than the DEVELOPER.

The DEVELOPER may amend this Declaration as aforescribed by filing an Amendment of Declaration among the Public Records of Pinellas County, Florida, which amendment shall describe and submit the land being submitted to condominium ownership, and which amendment shall have attached thereto such certificates, surveys, plans and sketches as are required by the Condominium Act. Such amendments need be executed and acknowledged only by DEVELOPER and need not be approved by the ASSOCIATION, unit owners, or lienors or mortgagees of units of the condominium whether or not elsewhere required for amendments, save and except that so long as any recognized lending institution has any interim and permanent financing on any of the properties of the DEVELOPER, which have been submitted to condominium ownership, then only in that event shall it be mandatory for the DEVELOPER to obtain a joinder from said recognized lending institution to the amendments as provided for herein.

Nothing contained herein shall require the DEVELOPER to submit any additional phases to condominium ownership.

Additionally, the DEVELOPER retains the right to modify the legal descriptions and plot plans as set forth in Exhibit "B" hereto, of the additional phases prior to submitting the same to condominium ownership. That in the event modification of the legal description or plot plan of the additional phases becomes necessary, the DEVELOPER shall have the right to amend the Declaration to correspond with the modified plot plans or legal descriptions and any such modification shall be binding upon the owners of all units previously submitted to condominium ownership.

6. IDENTIFICATION:

a. The condominium units on the condominium property submitted to the condominium form of ownership as Phase I are set forth in the plat attached hereto and made a part hereof as Exhibit "E". Each condominium unit is described on said plat in such a manner that there can be determined therefrom the identification, location, dimensions and size of each unit as well as the common elements or limited common elements appurtenant thereto. Each condominium unit is identified by a number and letter as shown on the plat attached hereto as Exhibit "E", and made a part hereof, so that no unit bears the same designation as does any other unit.

b. The horizontal boundaries of a unit shall be the vertical plane or planes formed by the unfinished or undecorated perimeter interior wall surfaces thereof. The lower vertical boundary of a unit shall be the horizontal plane formed by the undecorated or unfinished interior floor surface of the unit and

the upper vertical boundary of a unit shall be the horizontal plane formed by the undecorated or unfinished interior ceiling surface of the unit, provided, however, all heating, cooling, plumbing apparatus, utility installations and bearing columns or supports within a unit serving more than one unit shall be part of the common elements. Doors, glass screens and other material covering openings in vertical exterior walls shall be part of the Common Elements.

**7. CHANGE IN PLANS AND SPECIFICATIONS:** Notwithstanding anything to the contrary herein or in the ASSOCIATION Articles of Incorporation or By-Laws, the DEVELOPER is hereby authorized to make whatever changes it may deem necessary in the plans and specifications during the construction of improvements on said property, including but not limited to enclosing or screening in balconies or patios. The DEVELOPER further reserves the right to alter the boundaries between units, so long as DEVELOPER owns the units so altered; to increase or decrease the number of units, and to alter the boundaries of the Common Elements adjacent thereto as long as the DEVELOPER owns the units abutting the Common Elements where the boundaries are being altered, provided no such change shall be made without amendment of this Declaration, and provided, further that an amendment for such purpose need be executed and acknowledged only by the DEVELOPER and approved by the institutional mortgagee of an institutional first mortgage covering the units affected, whether the said units are encumbered by original mortgages, or whether they are included in an overall construction mortgage on the Condominium Property but such amendment shall not require the approval of the ASSOCIATION, its Officers, Directors or Members, or unit owners.

**8. DEVELOPER'S UNITS AND PRIVILEGES:**

a. The DEVELOPER is irrevocably empowered, notwithstanding anything herein to the contrary, to sell, lease or rent units to the person approved by it. Said DEVELOPER shall have the right to transact on the condominium property any business necessary to consummate the sale of units, including, but not limited to the right to maintain condominium models, have signs, employees in the office, use the common elements and to show units. A sales office, signs, and all items pertaining to sales shall not be considered common elements and remain the property of the DEVELOPER. In the event there are unsold units, the DEVELOPER retains the right to be the owner thereof, under the terms and conditions as other owners, save for this right to sell, rent or lease as contained in this paragraph.

b. The DEVELOPER owning condominium units offered for sale shall be excused from the payment of the share of the common expenses and assessments related thereto for a period subsequent to the recording of the Declaration of Condominium. The period must terminate no later than the first day of the fourth calendar month following the month in which the closing of the purchase and the sale of the first condominium unit occurs.

**9. COMMON ELEMENTS:** Common elements as hereinabove defined, shall include within its meaning, in addition to the terms as listed in the Florida Condominium Act, Section 718.108, the following items:

a. An exclusive easement for the use of the air space occupied by the condominium unit as it exists at any particular time as the unit may lawfully be altered;

b. An undivided share in common surplus;

c. Cross easements for ingress, egress, support, maintenance, repair, replacements and utilities;

d. Easements for encroachments by the perimeter walls, ceilings and floors surrounding each condominium unit caused by the settlement or movement of the buildings or by minor inaccuracies in building or rebuilding which may now exist or hereafter exist, and such easements shall continue until such encroachments no longer exist;

e. Amendments to the common elements may be made as provided for in Chapter 718.110(5) and 718.110(6) of the Florida Statutes.

10. PERCENTAGE OF OWNERSHIP OF COMMON ELEMENTS: The undivided share in the land and other common elements and the common surplus which are appurtenant to each condominium unit shall be computed upon the following basis:

a. Upon completion of Phase I (13 units) and recordation of this Declaration, each unit in Phase I shall have an undivided share in the ownership of the common elements and the common surplus equal to one-thirteenth of one hundred percent. This percentage interest in the ownership of the common elements and the common surplus shall be ascertained by dividing one hundred percent (100%) (numerator) by the total number of units in Phase I (13) (denominator); the resulting figure being the undivided percentage of ownership of the common elements and the common surplus attributable to each unit in Phase I prior to the recordation of any amendment submitting additional units to condominium ownership pursuant to this Declaration.

b. As any additional phases are completed and submitted to condominium ownership, as set forth in paragraph 3 herein, the undivided share in the ownership of the common elements and the common surplus attributable to each unit submitted to condominium ownership shall be automatically adjusted to reflect the ownership interest of all units submitted to the condominium form of ownership on the following basis:

(1) The adjusted percentage of the undivided ownership of the common elements and common surplus shall be computed by dividing one hundred percent (100%) (numerator) by the cumulative total of all units presently submitted to condominium ownership pursuant to this Declaration and amendments thereto (denominator). Example: upon completion of Phase II and the recordation of the amendment submitting said Phase II to condominium ownership, the common elements and common surplus attributable to each unit shall be computed by dividing one hundred percent (100%) (numerator) by eighteen (18) units (denominator) which represents the cumulative total of all units submitted to condominium ownership pursuant to this Declaration at the time the amendment adding Phase II is recorded.

(2) The adjusted percentage of the undivided share in the ownership of the common elements and common surplus attributable to each unit shall automatically take effect upon the recordation of each and every amendment submitting additional units to condominium ownership pursuant to this Declaration.

(3) The adjusted percentage of the undivided share in the ownership of the common elements and common surplus attributable to each unit shall be binding upon the unit owners, their grantees, assigns, successors, executors or heirs of each and every unit previously submitted to condominium ownership pursuant to this Declaration.

11. COMMON EXPENSES AND COMMON SURPLUS:

a. Common expenses, as defined hereinabove, shall be shared by all unit owners in accordance with an undivided share

in the ownership of the common elements and the common surplus attributable to each unit submitted to condominium ownership as set forth in paragraph 10 hereinabove. It is understood that this shall include all expenses in connection with any assessments, insurance, and all other expenditures for which the ASSOCIATION shall be responsible.

b. The common surplus shall be owned by unit owners in accordance with the provisions set forth in paragraph 10 hereinabove as they relate to the undivided share in the ownership of the common elements and common surplus attributable to each unit submitted to condominium ownership pursuant to this Declaration.

12. GOVERNING BODY: The affairs of the condominium shall be conducted by a corporation incorporated pursuant to the Florida Statutes governing corporations not for profit. The name of the corporation to conduct the affairs of the condominium shall be BORDEAUX VILLAGE ASSOCIATION NO. 2, INC., hereinafter called the "ASSOCIATION", the Articles of Incorporation of which are attached hereto as Exhibit "F", and made a part hereof as though set out in full. The By-Laws of the ASSOCIATION are attached hereto as Exhibit "G", and made a part hereof as though set out in full herein.

13. THE ASSOCIATION:

a. The DEVELOPER and all persons hereinafter owning a condominium parcel (owners), whose interest is evidenced by the recordation of a proper instrument in the public records of Pinellas County, Florida, shall automatically be members of the ASSOCIATION and such membership shall automatically terminate when such persons have divested themselves of such interest.

b. An owner or owners of a single condominium parcel shall collectively be entitled to one (1) vote, which vote shall be cast by the voting member.

c. Upon completion of Phase I, there shall be thirteen (13) voting members. Upon the recordation of the amendment submitting additional units to condominium ownership pursuant to the provisions of this Declaration, the number of voting members shall automatically be adjusted so that at all times, there shall be one (1) voting member for each unit submitted to condominium ownership pursuant to this Declaration and amendments hereto. A person or entity owning an interest in more than one (1) condominium parcel may be designated as a voting member for each one such condominium parcel which he or it owns.

d. All the affairs, policies, regulations and property of the ASSOCIATION shall be controlled and governed by the Board of Directors of the ASSOCIATION, consisting of not less than three (3) members and not more than five (5) voting members who are to be elected annually by the voting members.

e. Subsequent to the filing of this DECLARATION, the ASSOCIATION, when authorized by a vote of the majority of the total vote of the members of said ASSOCIATION, may purchase and/or acquire and enter into agreements, from time to time, whereby it acquires leaseholds, memberships, and other possessory or use interests in lands or facilities, including but not limited to, country clubs, golf courses, marinas, and other recreational facilities, whether or not contiguous to the lands of the Condominium intended to provide for the enjoyment, recreation and other use or benefit of the unit owners. The expense of ownership, rental fees, operations, replacements and other undertakings in connection therewith shall be common expenses, together with all other expenses and costs herein or by law defined as common expenses.

**14. AMENDMENT OF DECLARATION:**

a. This Declaration may be amended by affirmative vote of three-fourths (3/4) of the condominium parcel owners at a meeting duly called for such purpose pursuant to the By-Laws; provided, however, that no amendment shall be made which shall in any manner impair the security of an institutional mortgagee having a mortgage or other lien against any one or more condominium parcels, or any other record owners of liens thereon; save and except if such amendment is for the purpose to correct an error or omission in this Declaration of Condominium or in other documentation required by law to establish the condominium form of ownership, then such amendment shall nevertheless be effective when duly passed by an affirmative vote of fifty-one (51%) percent of the members of the ASSOCIATION present or represented by written proxy in accordance with the By-Laws, and recorded among the public records of Pinellas County; provided, however, that the property rights of the owners are not materially and/or adversely affected by such amendment.

b. However, no amendment shall change the configuration or size of any condominium unit in any material fashion, materially alter or modify the appurtenances to such unit, nor change the proportion or percentage by which the owner of the parcel shares the common expenses and owns the common surplus, unless the record owner thereof and all record owners of liens thereupon shall join in the execution of the amendment, provided, further, however, that any vote for an amendment to the Declaration of Condominium which in any way relates to a change in the percentage of ownership in the common elements or sharing of common expenses as it pertains to each unit owner and/or condominium parcel, shall be conducted by secret ballot, save and except amendments made by the DEVELOPER pursuant to the provisions of paragraph 5 hereinabove for the purpose of submitting additional phases to condominium ownership pursuant to the terms of this Declaration.

c. If it shall appear through scrivener's error, that a unit has not been designated an appropriate undivided share of the common elements or that all of the common expenses or interest in the common surplus or all other common elements in the condominium have not been distributed in the Declaration, such that the sum total of the shares of common elements which have been distributed or the sum total of the shares of the common expenses of ownership of common surplus fail to equal one hundred (100%) percent (or if it shall appear that, through such error, more than one hundred (100%) percent of common elements or common expenses or ownership of the common surplus shall have been distributed) such error may be corrected by the filing of an amendment to this Declaration executed by the ASSOCIATION, the owners of the units and the owners of the liens thereupon for which modification in the shares of common elements or shares of common expenses or the common surplus are being made. No other unit owner shall be required to join in or execute such amendment.

**15. TYPE OF OWNERSHIP:** Ownership of each condominium parcel shall be by Warranty Deed from the DEVELOPER, conveying a fee simple title to each condominium parcel. There shall be included in each parcel the undivided share in the common elements herein specified together with any limited common elements appurtenant to said parcel.

**16. ASSESSMENTS, LIABILITY, MAINTENANCE, LIEN AND PRIORITY, INTEREST, COLLECTION:**

a. Common expenses shall be assessed against each condominium parcel owner by the ASSOCIATION as provided in



paragraphs 9 and 10 above. Excluding any management or maintenance agreement notwithstanding anything to the contrary contained herein or in the Articles of Incorporation of the By-laws of the ASSOCIATION, during such time that the DEVELOPER owns one or more units, the assessments provided for herein and in the Articles of Incorporation and the By-laws of the ASSOCIATION, shall not be more than the actual sums necessary to pay for the current operating expenses. If an assessment is in excess of the actual operating cost incurred, although this is expressly prohibited by this provision, the DEVELOPER shall be excused from paying such excess amount. In the event any such excess is paid by the DEVELOPER, the ASSOCIATION will refund such excess paid by the DEVELOPER, to the DEVELOPER, upon demand.

b. Every assessment, regular or special, made hereunder and costs incurred in collecting same, including reasonable attorney's fees, shall be secured by a lien against the condominium parcel, and all interest therein owned by the members against which the assessment is made, and such lien shall arise in favor of the ASSOCIATION and shall come into effect upon recordation of this instrument and the lien for all such sums due hereafter shall date back to said date and shall be deemed to be prior to and superior to the creation of any homestead status for any condominium parcel and to any subsequent lien or encumbrance, except the lien referred to herein shall be subordinate and inferior to that of any institutional first mortgage.

c. In addition to the lien rights set forth hereinabove, the ASSOCIATION shall be entitled to assess a late charge of five dollars (\$5.00) together with interest at the rate of ten percent (10%) per annum from the due date until the date of payment for any assessment regular or special, made hereunder which is not paid within five (5) days of the due date of any such assessment.

d. Where the mortgagee of a first mortgage of record, or the purchaser or purchasers of a condominium parcel obtains title to the condominium parcel as a result of foreclosure of the first mortgage, or by voluntary conveyance in lieu of foreclosure, said mortgagee, shall not be liable for the share of the common expenses or assessments by the ASSOCIATION pertaining to such condominium parcel or chargeable to the former owner of such condominium parcel which became due prior to acquisition of title by said mortgagee as a result of the foreclosure or voluntary conveyance in lieu of foreclosure. Such unpaid share of common expenses or assessments shall be deemed to be common expenses collectable from all of the owners of condominium parcels, including such acquiror of the first mortgage of record and his successors and assigns. The acquiror from the first mortgagee of record or his successor or assigns, shall thereafter be obligated to pay that share of the common expenses and assessments attributable to his condominium parcel.

e. The ASSOCIATION may bring an action in its name to foreclose a lien for assessments in the manner a mortgage of real property is foreclosed and may also bring an action to recover a money judgement for the unpaid assessments without waiving any claim of lien.

17. **MAINTENANCE:** The responsibility for the maintenance of the condominium unit and parcels, as it may apply hereafter, with the exception of those responsibilities for management as provided for by the ASSOCIATION with FEATHER SOUND REALTY, INC., in accordance with the Management Agreement attached hereto as Exhibit "E", shall be as follows:

a. **BY THE ASSOCIATION:** The ASSOCIATION shall maintain, repair and replace at the ASSOCIATION'S own expense:

LATE  
FEE  
5 days  
from due date

(1) All portions of the units (except interior wall surfaces) contributing to the support of the building, which portions shall include, but not be limited to, the outside walls of the building, and load bearing columns.

(2) All conduits, ducts, plumbing, wiring and other facilities for the furnishing or utility services which are contained in the portions of the unit contributing to the support of the building or within interior boundary walls and all such facilities contained within an apartment which service part or parts of the condominium other than the unit within which it is contained.

(3) All incidental damage caused to an apartment by such work shall be promptly repaired at the expense of the ASSOCIATION.

(b) BY THE CONDOMINIUM PARCEL OWNER: The responsibility of the condominium parcel owner, shall be as follows:

(1) To maintain in good condition, repair and replace at his expense, all portions of the unit except those portions to be maintained, repaired and replaced by the ASSOCIATION, and such shall be done without disturbing the rights of other unit owners which shall include, but not be limited to the following:

(aa) repair of water leaks within the unit;  
and

(bb) repair any and all heating and air conditioning defects within the unit and air handlers and compressors servicing said unit.

(2) Not to paint or otherwise decorate or change the appearance of any portion of the exterior of the building.

(3) To promptly report to the ASSOCIATION any defects or need for repairs, the responsibility for the remedy of which is that of the ASSOCIATION.

(4) No condominium parcel owner shall make any alterations in the portions of the building which are to be maintained by the ASSOCIATION or remove any portion thereof or make any additions thereto or do any work which would jeopardize the safety and soundness of the building or impair any easements without first obtaining approval from the Board of Directors of the ASSOCIATION.

(c) AT THE OPTION OF THE ASSOCIATION: The ASSOCIATION may, at its own expense:

(1) Use and expend the assessments collected to maintain, care for and preserve the units and condominium property, except those portions thereof which are required to be maintained, cared for and preserved by the unit owners, including assessment for reserves or betterments;

(2) Purchase the necessary equipment and tools required in the maintenance, care and preservation referred to above;

(3) Enter into and upon the units when necessary and with as little inconvenience to the owners as possible in connection with such maintenance, care and preservation;

(4) Insure and keep insured said condominium property in the manner set forth in the Declaration against loss

from fire and/or other casualty, and unit owners against public liability and to purchase such other insurance as the Board of Directors may deem advisable;

(5) Collect delinquent assessments by suit or otherwise, abate nuisances and enjoin or seek damages from the unit owners for violation of the By-Laws and the terms and conditions of this Declaration;

(6) To employ workmen, janitors and gardeners and purchase supplies and equipment, to enter into contracts in connection with any of the foregoing items or for other services deemed advisable and generally to have the powers of an apartment house manager, including the right to employ or contract with, if deemed advisable, a maintenance service contractor or apartment house manager, who shall maintain, service or manage the building and related facilities, and to delegate to such contractor or manager such powers as may be necessary in connection with the operation of the building.

18. **ENFORCEMENT OF MAINTENANCE:** In the event the owner of a unit fails to maintain it as required above, the ASSOCIATION or any other unit owner shall have the right to proceed in a court of equity to seek compliance with the foregoing provisions; or the ASSOCIATION shall have the right to assess the unit owner and the unit for the necessary sums to put the improvements within the unit in good condition. After such assessment, the ASSOCIATION shall have the right to have its employees or agents enter the unit and do the necessary work to enforce compliance with the above provision; however, any lender or owner in the event the ASSOCIATION fails to comply with the terms and conditions of this Declaration or its Articles of Incorporation and By-Laws, may apply to a court of competent jurisdiction for the appointment of a Receiver for the purpose of carrying out the terms and conditions required to be performed by the ASSOCIATION.

19. **INSURANCE:** The insurance other than title insurance, which shall be carried upon the condominium property of the condominium parcel owners shall be governed by the following provisions:

a. All insurance policies upon the condominium property shall be purchased by the ASSOCIATION for the benefit of the ASSOCIATION and the condominium parcel owners and their mortgagee, as their interests may appear, and provisions shall be made for the issuance of certificates of mortgagee endorsements to the mortgagees. The above insurance provision specifically does not include coverage of or on personal property or for personal liability or living expense.

b. **COVERAGE:**

(1) **Casualty:** The buildings and improvements upon the land and all personal property included in the condominium property, other than personal property owned by the condominium parcel owners, shall be insured in an amount equal to the maximum insurable replacement value, excluding foundation and excavation costs. Such coverage shall afford protection against loss or damage by fire and other hazards covered by a standard extended coverage endorsement and such other risks as from time to time will be customarily covered with respect to buildings similar in construction, location and use to the buildings on the land including, but not limited to, vandalism and malicious mischief.

(2) **Public Liability:** The Board of Directors of the ASSOCIATION shall have the right to contract for public liability insurance as it may deem necessary at the expense of the ASSOCIATION.

(3) Workmen's Compensation: Workmen's Compensation to meet the requirements of law.

(4) Flood Insurance Protection: Flood insurance protection under the Flood Disaster Protection Act of 1973, if required, to meet the requirements of the law.

c. Premiums upon insurance policies purchased by the ASSOCIATION shall be paid by the ASSOCIATION and charged to the general expense account.

d. All insurance policies purchased by the ASSOCIATION shall be for the benefit of the ASSOCIATION and the Condominium parcel owners and their mortgagees, as their interests may appear, and shall provide that all proceeds covering casualty losses shall be paid to the ASSOCIATION. Proceeds on account of damage to common elements shall be held as property of the condominium parcel owners in accordance with the percentages herein specified.

e. In the event a loss occurs to any improvement within any of the units alone, without any loss occurring to any of the improvements within the common elements, payment under the insurance policies shall be made to the condominium parcel owners owning such units and their mortgagees, if there be mortgages on said units, as their interests may appear, and it shall be the duty of those condominium parcel owners to effect the necessary repairs to the improvements within their respective units.

f. In the event that loss occurs to improvements within units and the contiguous common elements, or to improvements within the common elements alone, payment under the insurance policies shall be made jointly to the ASSOCIATION and the holder of mortgages on the units, and the proceeds shall be expended or disbursed as follows:

(1) If the mortgagees agree, all payees shall endorse the insurance company's check to the ASSOCIATION and the ASSOCIATION will promptly contract for the necessary repairs to the improvements within the common elements and within the damaged units. If the insurance proceeds should be sufficient to repair all of the damage within the units, but insufficient to repair all the improvements within the common elements, the proceeds shall be applied first to completely repair the damage within the units and the balance of the funds shall be apportioned to repair improvements within the common elements, and the condominium parcel owners shall be subject to a special assessment and shall contribute to the ASSOCIATION the remaining funds necessary to repair and restore the improvements within the common elements.

(2) In the event all mortgagees do not agree to the endorsement of the proceeds as provided in paragraph 19 (f) (1) above, all payees shall endorse the insurance company's check to the institutional first mortgagee owning and holding the oldest recorded mortgage encumbering any unit, which mortgagee shall hold the insurance proceeds in escrow and the Escrow Agent (should there be no such institutional first mortgagee or none with legal capacity to perform such escrow, then the payees shall endorse the insurance check to the ASSOCIATION, as Escrow Agent) shall disburse the funds as follows:

aa. In the event any institutional first mortgagee demands application of insurance proceeds to the payment of its loan, the escrow agent shall distribute such proceeds jointly to the respective unit owners sustaining damages and their mortgagees, as their interests may appear, in accordance with the damage sustained by each unit and in relation to

the total damage claim and the amount of insurance funds available;

bb. In the event the insurance proceeds are sufficient to rebuild and reconstruct all the damaged improvements within the common property and within the units and provided all institutional first mortgagees, if any, agree in writing to such application of the insurance proceeds to this purpose, the improvements shall be completely repaired and restored. In the event the ASSOCIATION shall negotiate and obtain a contractor willing to do the work on a fixed price basis and who shall post a performance bond and the Escrow Agent shall disburse the insurance proceeds and other funds held in escrow in accordance with the progress payments contained in the Construction Agreement between the ASSOCIATION and the Contractor, which agreement shall be subject to prior written approval of the Escrow Agent.

cc. In the event institutional first mortgagees unanimously agree to have the insurance proceeds applied to reconstruction, but the insurance proceeds are not sufficient to repair and replace all of the improvements within the common elements and within the units, a membership meeting shall be held to determine whether or not to abandon the condominium project or to levy a uniform special assessment against each unit and the owners thereof as their interests appear, to obtain the necessary funds to repair and restore the improvements within the common elements and the units, provided that the insurance funds available are applied first to repair the units damaged and such assessment shall be only for or on account of repairs to the common elements. In the event the majority of the voting members vote in favor of the special assessment, the ASSOCIATION shall immediately levy such assessment and the funds received shall be delivered to the Escrow Agent and disbursed as provided above. In the event the majority of the voting members are opposed to the special assessment and one hundred percent (100%) vote for abandonment of the condominium project, the insurance proceeds shall be disbursed in accordance with the percentages allocable to each unit as per paragraphs 10 and 11 of this Declaration of Condominium, and the condominium project may be terminated as provided in paragraph 25 hereinafter.

g. If there has been loss or damage to the common elements and the insurance proceeds available are inadequate to repair and reconstruct same and all of the units, and if the majority of the voting members vote against levying the special assessment referred to above, and one hundred percent (100%) vote to abandon the condominium project, same shall be abandoned subject to the provisions of paragraph 25 hereinafter. As evidence of the members' resolution to abandon, the President and Secretary of the ASSOCIATION shall effect and place in the Public Records of Pinellas County, Florida, an affidavit stating that such resolution was properly passed, to which a copy of the consent of the units owners and holders of all liens shall be affixed.

h. Under all circumstances, the Board of Directors of the ASSOCIATION hereby has the authority to act as the agent of all owners for the purpose of compromising or settling insurance claims for damage to improvements within units or common elements, subject to the approval of any mortgagee of the premises damaged.

20. CONVEYANCES, SALES, RENTALS, LEASES AND TRANSFERS: In order to insure a community of congenial residents and thus protect the value of the units, the sale, leasing, rental and transfer of units by any owner other than the DEVELOPER shall be subject to the following provisions:

a. Conveyances, Sales and Transfers: Prior to the sale, conveyance or transfer of any condominium parcel to any other person other than transferor's spouse, the owner shall notify the Board of Directors of the ASSOCIATION, in writing, of the name and address of the person to whom the proposed sale, conveyance or transfer is to be made, and such other information as may be required by the Board of Directors of the ASSOCIATION. Within fifteen (15) days, the Board of Directors of the ASSOCIATION shall either approve or disapprove proposed sale, transfer or conveyance, in writing, and shall notify the owner of its decision. In the event the Board of Directors of the ASSOCIATION fails to approve or disapprove a proposed sale within said fifteen (15) days, the failure to act as aforesaid shall be considered approval of the sale.

The ASSOCIATION, pursuant to the provisions of Florida Statute 718.112 (j) shall be entitled to charge the unit owner a fee to cover the costs of the clerical services necessitated by the transfer of ownership not to exceed Fifty and no/100 (\$50.00) Dollars.

In the event the Board of Directors of the ASSOCIATION disapprove the proposed sale, conveyance or transfer, a member shall desire to consummate such sale, conveyance or transfer, he shall, thirty (30) days before such sale, conveyance or transfer give written notice to the secretary of the ASSOCIATION of his intention to sell, convey, or transfer on a certain date, together with a copy of the contract setting forth the terms thereof and price; said price, however, shall not exceed the fair market value of said condominium unit. If a dispute arises as to the definitions of fair market value, it shall be resolved as provided for hereinafter. The ASSOCIATION shall promptly notify the members of the ASSOCIATION of the date, price and terms. Any member of the ASSOCIATION shall have the right first over the prospective purchaser to accept such sale or transfer on the terms contained in the notice, provided that he shall so notify the Secretary of the ASSOCIATION, in writing, of the acceptance, at least fifteen (15) days before the date of the intended sale or transfer, and deposit with the Secretary of the ASSOCIATION ten percent (10%) of the purchase price as a good faith deposit, which information and notice of deposit the ASSOCIATION shall promptly forward to the owner.

In the event no members of the ASSOCIATION accept first right of purchase as aforesaid, then the ASSOCIATION must either approve the transaction or furnish a purchaser approved by the ASSOCIATION, who will accept the transaction upon the terms and conditions contained in the notice provided by the ASSOCIATION at least ten (10) days before the date of the intended sale or transfer, and notify the owner that a purchaser has been furnished and that said purchaser has deposited ten percent (10%) of the purchase price with the ASSOCIATION, as a good faith deposit for the intended sale. In the event the member giving notice receives acceptances from more than one (1) member, it shall be discretionary with the member giving notice to consummate the sale or transfer with whichever of the accepting members he chooses.

In the event the member giving notice receives no written notice from any member of the ASSOCIATION accepting the price and terms of the proposed sale or transfer on or before ten (10) days before the date given in the notice as the date of sale or transfer, then that member may complete the sale or transfer on the day and at the price and the terms given in his notice, but on no other price or terms without repeating the procedure outlined above.

In the event the member makes a sale or transfer without first complying with the terms hereof, any other member of the

ASSOCIATION shall have the right to redeem from the purchaser according to the provisions hereof. The said redemption rights shall be exercised by reimbursing the purchaser for the monies expended as shown on the contract for purchase of a condominium unit, which shall not exceed the fair market value, and immediately after such reimbursement the said purchaser or transferee shall convey all his right, title and interest to the member of the ASSOCIATION making the redemption. Any expenses, which shall include but not be limited to attorney's fees and court costs incurred by the ASSOCIATION, maintenance company or any members for enforcement of the provisions of this paragraph 20 shall be assessed against the member who violates or fails to comply strictly with the provisions of this paragraph 20.

An affidavit of the Secretary of the ASSOCIATION, stating that the Board of Directors of the ASSOCIATION approved in all respects on a certain date the sale or transfer of a condominium parcel to certain persons, shall be conclusive evidence of such fact, and from the date of approval as stated in the affidavit, the redemption rights herein afforded the members shall terminate.

An affidavit of the Secretary of the ASSOCIATION stating that the Board of Directors of the ASSOCIATION were given proper notice on a certain date of a proposed sale or transfer and the Board of Directors of the ASSOCIATION disapproved or failed to act on such proposed sale or transfer, and that thereafter, all the provisions hereof which constitute conditions precedent to a subsequent sale or transfer of a condominium parcel have been complied with and that the sale or transfer of a particular condominium parcel to a particularly named person does not violate the provisions hereof, shall be conclusive evidence of such facts as for the purpose of determining the status of the persons' title to such condominium parcel sold or transferred. Such affidavit shall not be evidence of the fact that subsequent sale or transfer to such person was made at the price, terms and on the date stated in the notice given to the Secretary, but one hundred eighty (180) days after the date of the notice to the Board of Directors of the ASSOCIATION, as stated in the affidavit, the redemption rights herein afforded the members shall terminate.

In case of the death of the owner of a condominium parcel, the surviving spouse, if any, and, if no surviving spouse, the other member or members of such owner's family residing with the owner at the time of his death, may continue to occupy the said condominium parcel; and if such surviving spouse or other member or members of the decedent owner's family shall have succeeded to the ownership of the condominium parcel, the ownership thereof shall be transferred by legal process to such new owner.

In the event said decedent owner shall have conveyed or bequeathed the ownership of his condominium parcel to some designated person or persons, other than the surviving spouse or members of his family as aforescribed, or if some other person is designated by such decedent's legal representative to receive the ownership of the condominium parcel, or under the laws of descent and distribution of the State of Florida, the condominium parcel descends to some person or persons other than his surviving spouse or members of his family as aforescribed, the Board of Directors of the ASSOCIATION shall within thirty (30) days of proper evidence of rightful designation served upon the president or any other officer of the ASSOCIATION, or within thirty (30) days from the date the ASSOCIATION are placed on actual notice of said devise or descent, express their refusal or acceptance of the individual or individuals so designated as owner or owners of the condominium parcel. If the Board of Directors of the ASSOCIATION shall consent, in writing, ownership of the condominium parcel may be transferred to the person or

persons so designated, who shall thereupon become the owner or owners of the condominium parcel, subject to the provisions of this enabling Declaration of Condominium and the By-Laws of the ASSOCIATION. If, however, the Board of Directors of the ASSOCIATION shall refuse to consent, then the members of the ASSOCIATION shall be given an opportunity during thirty (30) days to purchase, for cash, the said condominium parcel at the then fair market value thereof.

In the event a dispute arises as to what should be considered the fair market value of a condominium parcel as provided for herein, then the time requirements for approval or disapproval of a proposed sale and other notice requirements as set forth in this paragraph 20 herein shall be abated until final decision has been made by an Appraiser appointed by the Senior Judge of the Circuit Court in and for Pinellas County, Florida, upon ten (10) days notice on petition of any party in interest. The expense of appraisal shall be paid by the Seller or the legal representative of the Seller out of the amount realized from the sale of such condominium parcel. In the event the then members of the ASSOCIATION do not exercise the privilege of purchasing said condominium parcel within such period, and upon such terms, then and only in such event, the person or persons so designated by the Decedent shall take title to the condominium parcel, or such person or persons or the legal representative of the decedent may sell the said condominium parcel, but the sale shall be subject in all respects to the provisions of this enabling Declaration of Condominium and the By-Laws of the ASSOCIATION.

b. Rental or Lease: A condominium parcel may be leased subject to the rules and regulations adopted by the ASSOCIATION relating thereto.

c. Corporate Purchaser or Lessee: The purchaser or lessee of a condominium parcel may be a corporation.

d. Transfer, Mortgagee-Developer: Notwithstanding anything to the contrary herein, the provisions of this paragraph 20 shall not be applicable to transfer to mortgagees whether in foreclosure or by judicial sale, or by the voluntary conveyance in lieu of foreclosure, whereby such mortgagee becomes an owner nor to the DEVELOPER until after the DEVELOPER has initially conveyed or disposed of all interests in the property nor to any sale or lease by such mortgagee.

e. Mortgage: No parcel owner may mortgage his parcel or interest therein without the approval of the ASSOCIATION, except to a bank, life insurance company, federal savings and loan association, institutional investor, mortgage banker and/or real estate investment trust. The approval of any other mortgagee may be upon conditions determined by the ASSOCIATION or may be arbitrarily withheld.

21. RESTRAINT UPON SEPARATION AND PARTITION: Any transfer of a condominium parcel must include all elements thereof as afogredescribed and appurtenances thereto, whether or not specifically described, including, but not limited to, the condominium parcel owner's share in the common elements, and his ASSOCIATION membership.

22. OBLIGATIONS OF MEMBERS: In addition to other obligations and duties heretofore set out in this Declaration, every owner or occupant shall abide by the following regulations:

a. All automobiles shall be parked only in the parking spaces so designated for that purpose by the ASSOCIATION. Such designation may be by separate letter or appropriate marking of the parking space or spaces by the owner's last name and/or



apartment number. Owner agrees to notify all guests of the regulations regarding parking, and to require guests to abide by such parking regulations. If the ASSOCIATION has assigned a space to a unit owner, only the owner and his guests shall be permitted to utilize such assigned space. No trucks, boats, trailers, campers, golf carts, motorcycles, or vehicles larger than a passenger automobile will be permitted within the development of which the unit is a part and any such vehicle or any of the properties mentioned in the preceding sentence may be removed by the ASSOCIATION at the expense of the owner owning the same, for storage or public or private sale, at the election of the Association; and the unit owner owning the same shall have no right of recourse against the ASSOCIATION therefor. No repairing of automobiles, trailers, boats, campers, golf carts, or any other property of owner will be permitted outside the confines of the owner's unit.

b. Each owner or occupant shall maintain his unit in good condition and repair, including all internal surfaces within or surrounding his unit, and each owner or occupant shall maintain and repair the fixtures therein and shall promptly pay for any utilities which are metered separately to his unit. Common areas of the building, such as hallways, etc., landscaped and grassed areas, shall be used only for the purposes intended. No articles belonging to the occupants shall be kept in such areas, temporarily or otherwise.

c. Each unit shall be used only for the purpose of a single family residence. Any exception to this paragraph shall be obtained by prior written approval of the ASSOCIATION.

d. Each owner or occupant shall maintain his unit in a clean and sanitary manner. Patios and balconies shall be used only for the purposes intended and shall not be used for hanging of garments or other objects, or for cleaning of rugs or other household items. Each owner or occupant may provide his unit with laundry and drying equipment; but no drying of laundry will be permitted outside of the unit excepting in the laundry room.

e. Condominium parcel owners shall not keep pets or other animals in their units or within the common elements unless prior written approval of the Board of Directors of the ASSOCIATION is obtained. It is the intent of the DEVELOPER that said written approval will not be unreasonably withheld for common household pets. In the event written approval as afore-described is obtained by the unit owner, then and in such event the unit owner will be required to be sure that the animal is always kept under a leash. In no event shall the animal be allowed to cause a nuisance or disturbance of any kind or nature. The Board of Directors of the ASSOCIATION can withdraw the written approval as to pets referred to above at any time in its sole discretion when the pet becomes a nuisance or the owner does not abide by the rules and regulations established by the Board of Directors of the ASSOCIATION pertaining to pets.

f. Alteration and repair of the buildings is the responsibility of the ASSOCIATION, except for the interior of the units. No exterior painting of doors or buildings, or additions, such as screen doors, lighting fixtures, or any other item whatsoever, and no alteration may be made to any interior boundary wall by any unit owner or occupant other than the DEVELOPER without first obtaining written approval of the ASSOCIATION. No reflecting device or materials may be used in any of the aforementioned areas.

g. Each unit occupant shall be responsible for the care and maintenance of plants or shrubbery placed upon the condominium property by him and should said occupant fail to maintain said plants and shrubbery, the ASSOCIATION shall have the right



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to have said plants and shrubbery maintained or removed at the expense of said unit owner.

h. No owner or occupant may make or permit any disturbing noises in the building or on the condominium property, whether made by himself, his family, friends, guests or servants, nor may he do or permit to be done anything by such persons that would interfere with the rights, comforts, or other conveniences of other occupants. No occupant may play or suffer to be played any musical instrument, phonograph, radio or television set in his unit or on or about the condominium property between the hours of 11:00 p.m. and the following 8:00 a.m., if the same shall in any manner disturb or annoy the other occupants of the condominium.

i. Disposition of garbage and trash shall be only by use of garbage disposal units, or by use of receptacles supplied by the ASSOCIATION.

j. Each owner or occupant may identify his unit by a name plate of a type and size approved by the ASSOCIATION and mounted in a place and manner so approved.

k. No signs, advertising, or notices of any kind or type whatsoever, including, but not limited to, "For Rent" or "For Sale" signs, shall be permitted or displayed on the exterior of any unit; nor shall the same be posted or displayed in such a manner as to be visible from the exterior of any unit.

l. All official notices of the ASSOCIATION or of a management corporation, if utilized, shall bear the signature of the President and the official seal of the said ASSOCIATION or the management corporation.

m. All damage to the project caused by the moving and/or carrying of articles therein, shall be paid by the unit owner or person in charge of such articles.

n. Soliciting is strictly forbidden. It is requested that owners notify the ASSOCIATION if a solicitor appears and appropriate action will be taken.

o. These rules and regulations are subject to modification by the ASSOCIATION in accordance with the By-Laws as set forth in the Declaration of Condominium.

p. The owner of a condominium parcel shall not permit or suffer anything to be done or kept in his unit which will increase the insurance rates on his unit or the common elements, or which will obstruct the rights or interfere with the rights of other members or annoy them by unreasonable noises or otherwise; nor shall an owner commit or permit any nuisances, immoral or illegal act in his unit or on the common elements. Note, however, that this provision shall not be construed to prohibit a unit owner from installing or constructing a fireplace within his unit so long as the same is approved by the ASSOCIATION and by the fire marshal and constructed by a licensed contractor in compliance with all applicable building codes as set forth hereinafter.

q. Each condominium parcel owner shall conform to and abide by the By-Laws and uniform rules and regulations in regard to the use of the unit and common elements which may be adopted in writing from time to time by the Board of Directors of the ASSOCIATION, and to see that all persons using owner's property by, through, or under him do likewise.

r. Each condominium parcel owner shall allow the Board of Directors or the agents and employees of the ASSOCIATION to

enter any unit for the purpose of maintenance, inspection, repair, and/or replacement of the improvements within the units or the common elements, or to determine compliance with these restrictions, reservations, covenants, conditions and easements and the By-Laws of the ASSOCIATION.

s. Condominium parcel owners shall make no repairs to any plumbing or electrical wiring within a unit, except by a licensed plumber or electrician authorized to do such work by the Board of Directors of the ASSOCIATION or its agent. Plumbing and electrical repairs within a unit shall be paid for and be the financial obligation of the owners of the unit, whereas the ASSOCIATION or its agent shall pay for and be responsible for repairs and electrical wiring within the common elements.

t. No fireplace shall be installed or constructed within any unit unless the same has been approved by the Board of Directors of the ASSOCIATION and the fire marshal. Any fireplace installed or constructed within any unit shall be so installed or constructed by a licensed contractor in compliance with all applicable building codes and regulations. Additionally, no fireplace shall be installed or constructed in such a manner that it encroaches upon any unit other than the one in which said fireplace is being installed or constructed.

23. **PARKING SPACE:** Owner is given the right to use his parking space for automobile parking only. The parking spaces may from time to time be assigned by the Board of Directors of the ASSOCIATION to a condominium unit, which assignment shall not be recorded among the public records. Any portion of the condominium property may be designated for parking spaces by the Board of Directors, which shall include, if necessary, the condominium property within the common elements which has been or is landscaped, if the corporate sovereign having jurisdiction over said property requires, pursuant to zoning ordinances, additional parking space area with reference to the number of condominium units within the condominium complex. The Board of Directors may from time to time, should they determine there is a need, change the parking spaces assigned to the units provided that a unit always has a parking space. This provision is made in contemplation of the fact that from time to time one or more owners may be under a physical disability which would require the assignment of a parking space more convenient to his condominium unit and to give the ASSOCIATION the power and flexibility to deal with such situation.

24. **DEVELOPER'S RIGHTS DURING DEVELOPMENT PERIOD:** During such time as the DEVELOPER, its successors or assigns is in the process of construction or sale of condominium units herein, the DEVELOPER, its successors or assigns expressly reserve the following rights:

a. The right to prohibit access to any portion of the Common Elements of the Condominium property or uncompleted buildings to any of the occupants of the condominium, and to utilize various portions of the Common Elements or the buildings in connection with such construction and development. No unit owner or his guests, or invitees shall in any way interfere or hamper the DEVELOPER, its employees, successors or assigns, in connection with such construction. Thereafter, during such time as the DEVELOPER, its successors or assigns, own any units within the buildings and is carrying on any business in connection therewith, including the selling, renting or leasing of such units, the unit owners, their guests and invitees shall in no way interfere with such activities or prevent access to such units by the DEVELOPER, its successors or agents.

b. An easement for pedestrian traffic over, through and across sidewalks, paths, walks, halls, lobbies, center cores and

other portions of the Common Elements as may be from time to time necessary and intended for such purpose of going from one portion of the condominium property to another, and where necessary, for the proceeding from one portion of the Development Area to the other; and for vehicular traffic as may be necessary for the DEVELOPER, its guests, assigns and invitees for the purpose of crossing over various portions of the Development Area to obtain ingress and egress to the Development Area. Provided, however, that nothing contained herein shall be construed to allow any person or entity to enter upon the condominium property unless it is upon an area specifically designated for such traffic and necessary for such ingress and egress as described above and under no circumstances shall such traffic be allowed through or over any Condominium Unit.

c. Easements through the condominium property as may be required for utility services, which may be provided by the DEVELOPER, its successors or assigns, or any such utility company to serve this Condominium and any other condominiums in the Development Area. This easement includes the right to install and maintain all necessary equipment upon the condominium property and to enter upon the condominium property to service the same.

d. In the event that any Condominium Unit shall encroach upon any of the Common Elements of the condominium property or upon any other Condominium Unit, for any reason, then an easement shall exist to the extent of such encroachment so long as the same shall exist.

e. Right of first refusal, notwithstanding the provisions of Paragraph 20 herein, if, during the time the DEVELOPER, its successors or assigns is in the process of construction or sale of condominium units herein, a unit owner receives a bona fide offer acceptable to such unit owner, to purchase his unit or if a unit owner makes a bona fide offer to sell his unit to a purchaser, the unit owner shall give the DEVELOPER written notice of such offer setting forth the name and address of the purchaser and the price and terms of the offer. DEVELOPER shall thereupon have the prior option to purchase the unit covered by such offer at the price and on the terms of such offer within thirty (30) days after the DEVELOPER'S receipt of the owners notice of such offer, and upon such notice of acceptance being given by the DEVELOPER to the unit owner in accordance with the terms of the bona fide offer upon which the first refusal option has been exercised.

25. TERMINATION: The condominium may be terminated in the following manner:

a. The termination of the condominium may be effected by unanimous agreement of the condominium parcel owners and mortgagees holding mortgages on said units, which agreement shall be evidenced by an instrument or instruments executed in the manner required for conveyances of land. The termination shall become effective when such agreement has been recorded in the public records of Pinellas County, Florida.

26. COVENANTS: All provisions of the Declaration shall be construed to be covenants running with the land and with every part thereof and interest therein, and every unit owner and claimant of the land or any part thereof or interest therein, and his heirs, executors, administrators, personal representatives, successors and assigns shall be bound by all the provisions of this Declaration.

27. INVALIDATION AND OPERATION: Invalidation of any portion of this declaration or of any provision contained in a conveyance

of a condominium parcel, whether by judgment or court order or law, shall in no wise affect any of the other provisions, which shall remain in full force and effect.

In the event any court should hereafter determine that any provision as originally drafted herein violates the rule against perpetuities or any other rule of law because of the duration of the period involved, the period specified in the Declaration shall not thereby become invalid, but instead shall be reduced to the maximum period allowed under such rule of law and for such purpose measuring lives shall be those of the incorporators of the ASSOCIATION.

28. INTERPRETATION: Whenever the context so requires, the use of any gender shall be deemed to include all genders, and the use of the plural shall include the singular, and the singular shall include the plural. The provisions of this Declaration shall be literally construed to effectuate its purpose of creating a uniform plan for the operation of a condominium in accordance with the laws made and provided for same, to-wit: Chapter 718, Florida Statutes, as of the date hereof.

29. MANAGEMENT AND MAINTENANCE AGREEMENT: Simultaneously with the execution of the Declaration and the adoption of the By-Laws, the ASSOCIATION, by and through its original Board of Directors and Officers, has entered into a Maintenance Agreement with FEATHER SOUND REALTY, INC. Amendment or revision of such Maintenance Agreement shall not require the procedure for an amendment or change to the Declaration or to the By-Laws and may be accomplished by expression thereof executed by the Board of Directors of the ASSOCIATION and the Manager with the formality required for deed and duly filed among the Public Records of Pinellas County, Florida. Each unit owner, his heirs, successors and assigns, shall be bound by said Maintenance Agreement to the same extent and effect as if he had executed said Maintenance Agreement for the purposes herein expressed, including but not limited to:

- a. Adopting, ratifying, confirming and consenting to the execution of said Maintenance Agreement by the ASSOCIATION,
- b. Covenanting and promising to perform each and every of the covenants, promises and undertakings to be performed by apartment owners in the cases provided therefore in said Maintenance Agreement,
- c. Ratifying, confirming and approving each and every provision of said Maintenance Agreement and acknowledging that all of the terms and provisions thereof are reasonable, and
- d. Agreeing that the persons acting as directors and officers of the ASSOCIATION entering into such Agreement have not breached any of their duties or obligations to the ASSOCIATION.

It is specifically recognized that some or all of the persons comprising the original Board of Directors and the officers of the ASSOCIATION are owners of some or all of the stock of FEATHER SOUND REALTY, INC., and that such circumstances shall not and cannot be construed or considered as a breach of their duties and obligations to the Association, nor as possible grounds to invalidate the Maintenance Agreement, in whole or in part. The Maintenance Agreement, each and every provision thereof, and the acts of the Board of Directors and officers of the ASSOCIATION entering into such agreement be and the same are hereby ratified, confirmed, approved and adopted.

IN WITNESS WHEREOF, DEVELOPER has caused these presents to be signed in its name by its proper officers thereunto duly

authorized and its corporate seal affixed, the day and year first above written.

Signed, Sealed and Delivered in the Presence of:

SOUND SOUTH, INC.

*[Signature]*

BY: *[Signature]*  
FRED B. BULLARD, JR.  
President

*[Signature]*  
(Corporate Seal)

FOR GOOD AND VALUABLE CONSIDERATION, the receipt whereof is hereby acknowledged, BORDEAUX VILLAGE ASSOCIATION NO. 2, INC., a Florida non-profit membership corporation, hereby agrees to accept all the benefits and all of the duties, responsibilities, obligations and burdens imposed on it by the provisions of this Declaration and all exhibits hereto.

IN WITNESS WHEREOF, said non-profit corporation has caused these presents to be signed in its name by its proper officers thereunto duly authorized and its corporate seal affixed, the day and year first above written.

Signed, Sealed and Delivered in the Presence of:

BORDEAUX VILLAGE ASSOCIATION NO. 2, INC.

*[Signature]*

BY: *[Signature]*  
FRED B. BULLARD, JR.  
President

*[Signature]*  
(Corporate Seal)

ATTEST: *[Signature]*  
MARGARET A. FLETCHER  
Secretary

STATE OF FLORIDA )  
                          ) ss.  
COUNTY OF PINELLAS)

I HEREBY CERTIFY that on this 22<sup>nd</sup> day of JUNE, 1980, before me personally appeared FRED B. BULLARD, JR., President of SOUND SOUTH, INC., a corporation under the laws of the State of Florida, to me known to be the person described in and who executed the foregoing DECLARATION OF CONDOMINIUM OWNERSHIP OF BORDEAUX VILLAGE CONDOMINIUM, NO. 2, and acknowledged the execution thereof to be his free act and deed as such officer, for the uses and purposes therein mentioned; and that he affixed thereto the official seal at said corporation, and the said instrument is the act and deed of said corporation.

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

*[Signature]*  
Notary Public  
My Commission Expires: MAY 21, 1981

STATE OF FLORIDA )  
 ) ss.  
COUNTY OF PINELLAS)

I HEREBY CERTIFY that on this 22<sup>ND</sup> day of JUNE, 1980, before me personally appeared FRED B. BULLARD, JR., President of BORDEAUX VILLAGE ASSOCIATION NO. 2, INC., a corporation not-for-profit under the laws of the State of Florida, to me known to be the person described in and who executed the foregoing DECLARATION OF CONDOMINIUM OWNERSHIP OF BORDEAUX VILLAGE CONDOMINIUM, NO. 2, and acknowledged the execution thereof to be his free act and deed as such officer, for the uses and purposes mentioned; and that he affixed thereto the official seal of said corporation, and the said instrument is the act and deed of said corporation.

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

*Parula M. Peigan*  
Notary Public  
My Commission Expires:  
MY COMMISSION EXPIRES MAY 21, 1983

STATE OF FLORIDA )  
 ) ss.  
COUNTY OF PINELLAS)

I HEREBY CERTIFY that on this 22<sup>ND</sup> day of JUNE, 1980, before me personally appeared MARGARET A. FLETCHER, Secretary of BORDEAUX VILLAGE ASSOCIATION NO. 2, INC., a corporation, not-for-profit under the laws of the State of Florida, to me known to be the person described in and who executed the foregoing DECLARATION OF CONDOMINIUM OWNERSHIP OF BORDEAUX VILLAGE CONDOMINIUM, NO. 2, and acknowledged the execution thereof to be her free act and deed as such officer, for the uses and purposes mentioned; and that she affixed thereto the official seal of said corporation, and the said instrument is the act and deed of said corporation.

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

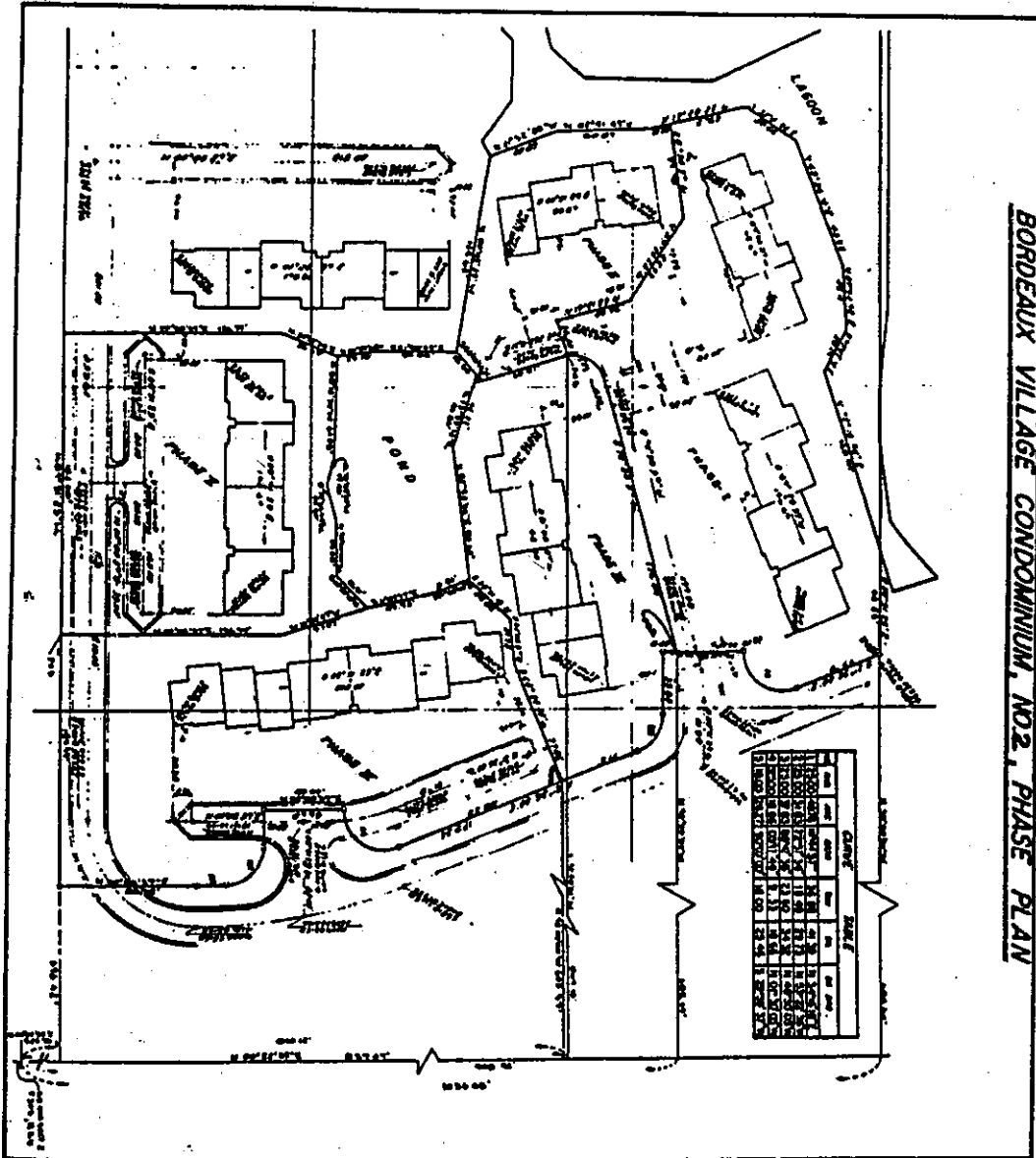
*Parula M. Peigan*  
Notary Public  
My Commission Expires:  
MY COMMISSION EXPIRES MAY 21, 1983







**BORDEAUX VILLAGE CONDOMINIUM, NO. 2, PHASE PLAN**



PHASE I  
LEGAL DESCRIPTION

A parcel of land lying, situated and being in Section 2,  
Township 30 South, Range 16 East, Pinellas County, Florida,  
being more particularly described as follows:

Commence at the southeast corner of said Section 2, thence run North 00°22'35"East, along the easterly section line of said Section 2, 1036.48 feet; thence leaving said section line run North 90°00'00" West, 683.62 feet to the POINT OF BEGINNING; thence from said POINT OF BEGINNING run South 21°36'00"East, 55.70 feet to the point of curvature of a curve concave northwesterly having a radius of 25.00 feet; thence along and around said curve an arc distance of 48.76 feet, through a delta angle of 111°44'37"; thence south 00°08'37" West, 41.55 feet; thence South 74°38'37"West, 176.34 feet to the point of curvature of a curve concave southeasterly having a radius of 18.00 feet; thence along and around said curve an arc distance of 28.27 feet through a delta angle of 90°00'00"; thence South 74°38'37"West, 24.00 feet, thence North 15°21'23"West, 46.56 feet; thence North 57°24'23"West, 62.93 feet, thence South 81°38'37"West, 59.78 feet, thence North 13°08'02"West, 47.43 feet; thence North 33°41'24"East, 39.66 feet; thence North 69°36'18" East, 83.22 feet; thence North 85°54'52"East, 42.11 feet; thence South 59°02'10"East, 29.15 feet; thence North 72°18'56"East, 120.41 feet; thence South 89°51'23"East, 62.23 feet to the POINT OF BEGINNING.

Said parcel containing 1.011 acres more or less.

EXHIBIT "C"  
TO  
DECLARATION

BORDEAUX VILLAGE CONDOMINIUM NO. 2  
MANAGEMENT AND MAINTENANCE AGREEMENT

THIS AGREEMENT, made and entered into this 22<sup>nd</sup> day of June, 1980, by and between FEATHER SOUND REALTY, INC., Florida Corporation, hereinafter referred to as the "MANAGEMENT COMPANY" or "MANAGER", and BORDEAUX VILLAGE CONDOMINIUM ASSOCIATION NO. 2, a Florida non-profit condominium association, hereinafter referred to as the "ASSOCIATION".

W I T N E S S E T H :

WHEREAS, the ASSOCIATION contemplates the operation of condominium units in Pinellas County, Florida, known as BORDEAUX VILLAGE CONDOMINIUM NO. 2, which will consist of approximately six (6) buildings containing forty-two (42) condominium units upon completion of Phases I through V;

WHEREAS, the MANAGEMENT COMPANY is in the business of providing management and supervision for the operation, conduct and management of condominium buildings; and

WHEREAS, the ASSOCIATION is desirous of entering into a Management Agreement providing for the management of the aforementioned condominium project.

NOW, THEREFORE, in consideration of the sum of Ten and no/100 (\$10.00) Dollars, each to the other in hand paid, the receipt whereof is hereby acknowledged, the covenants to be kept and performed by each of the parties hereto, it is mutually agreed as follows, to-wit:

1. The foregoing recitals are true and correct;

2. The MANAGEMENT COMPANY agrees that it will supervise all of the work, labor, services, and materials required in and for the ASSOCIATION, as well as the common areas of such residential buildings, and as illustrative of such supervisory services, but without limitation thereof, will:

A. Order and supervise the furnishing of all work, labor, services and materials which are required in connection with the operation, management and maintenance of the said condominium project; and

B. Review all obligations of the ASSOCIATION and pay same as and when the obligations respectively mature and become due, including without limitation, (1) insurance premiums on the buildings, (2) utilities, (3) trash collection services, (4) repair to all common areas, (5) to prepare monthly, quarterly, and yearly statements, (6) to prepare budgets for the expenditures to be reviewed and approved by the ASSOCIATION.

C. Notwithstanding anything to the contrary herein, the ASSOCIATION and its officers and directors shall retain at all times the powers and duties granted by the condominium documents and the Condominium Act, including but not limited to, the making of the assessments, promulgation of rules and execution of contracts on behalf of the ASSOCIATION.

*Law Office*  
*Battaglia, Ross, Terizzo, Hastings, Davis and Campbell*  
*National Trust Bank of Florida Building*  
*980 Tyrone Boulevard*  
*Post Office Box 41100*  
*S. Petersburg, Florida 33743*  
*Telephone (813) 381-3300*

EXHIBIT "D"  
TO  
DECLARATION

3 of 4

3. The MANAGEMENT COMPANY has the right to collect all regular and special assessments from the ASSOCIATION'S members, which shall include fees and the transfer fee provided for in Paragraph 20 of the DECLARATION OF CONDOMINIUM OWNERSHIP OF BORDEAUX VILLAGE CONDOMINIUM, NO. 2. The ASSOCIATION hereby authorizes the MANAGEMENT COMPANY to request, demand, collect, receive and receipt for any and all assessments and charges which may be due the ASSOCIATION and to take such action in the name of the ASSOCIATION by way of making, recording, satisfying, foreclosing the ASSOCIATION'S lien therefore, or by way of other legal process, or otherwise, as may be required for the collection of such assessments. As a standard practice, the MANAGEMENT COMPANY shall furnish the ASSOCIATION with an itemized list of all delinquent accounts immediately following the 20th day of each month.

A. All assessments, regular or special, made hereunder shall be assessed against each condominium parcel by the ASSOCIATION by and through the MANAGER, as provided for in paragraphs 10 and 11 of the DECLARATION OF CONDOMINIUM OF BORDEAUX VILLAGE CONDOMINIUM, NO. 2, as recorded among the public records of Pinellas County, Florida.

B. The annual assessments provided for herein shall commence as to all units on the first day of the month following the conveyance of the first condominium unit of BORDEAUX VILLAGE CONDOMINIUM, NO. 2. The first annual assessment shall be adjusted according to the number of months remaining in the calendar year in which the said conveyance occurs. Thereafter, the Board of Directors shall fix the amounts of the annual assessment against each unit at least thirty (30) days in advance of each annual assessment period and written notice of the annual assessment thereof shall be sent to every Owner subject thereto. Due dates shall be established by the Board of Directors. The assessments, upon proper vote of the membership of the ASSOCIATION at a meeting duly called for the purpose of discussion and decision of same, may be collected on a monthly basis. The ASSOCIATION shall, upon demand and for a reasonable charge, furnish a certificate signed by an officer of the ASSOCIATION setting forth whether the assessments in a specified unit have been paid.

4. **Budget.** The ASSOCIATION shall assess its members annually (as set forth hereinabove) a sum sufficient to equal the annual budget adopted from year to year by the ASSOCIATION through its Board of Directors, and any MANAGER or MANAGEMENT COMPANY which may from time to time be employed by the ASSOCIATION to prepare such annual budget, and will instruct its members to commence with payments of their respective assessments to the ASSOCIATION simultaneously with the execution of this document; save and except, that for the first year thereof, the assessment for each member shall be set forth by the MANAGER as an estimate of the actual cost of the obligations of the ASSOCIATION as set forth herein for the operation and maintenance in accordance with the terms hereof for the first twelve (12) calendar months, to be determined from the date of execution of this Agreement, and each and every assessment shall be payable to the ASSOCIATION monthly, and in advance, in accordance with and subject to the terms, covenants, and conditions of the Declaration, the Articles and the By-Laws of the ASSOCIATION; subject to the following:

A. The sums to be set forth by the MANAGER for the first year as an estimate of the actual cost for the operation and maintenance shall be subject to readjustment as set forth hereinafter.

B. In the event that, on the basis of an analysis of a quarterly budget report by the Board of Directors or its authorized representative, of the sums required to meet the services set forth for maintenance hereinabove, and such additional items as requested or determined to be necessary by the ASSOCIATION and its members, as set forth in the Declaration, Articles, and By-Laws of the ASSOCIATION, and if said sums required are insufficient to meet payment of the obligations of the ASSOCIATION or are assessed in a greater amount than is needed to meet the ASSOCIATION'S obligations, then the Board of Directors or its authorized representative shall readjust the total amount stated to be due from each member of the ASSOCIATION on a monthly basis, and such increase or decrease, as shall occur from time to time, shall be readjusted by the Board of Directors or its authorized representative, and assessed to the individual members of the ASSOCIATION; and

C. In the event that at the end of each budget year, the Board of Directors or its authorized representative has expended less than the total budget amount, taking into account the allowances made by the Board of Directors or its authorized representative for each quarterly adjustment, the Board of Directors shall continue to hold such sums for the use and benefit of the ASSOCIATION and such excess will be taken into consideration in connection with the preparation of the budget for the next, ensuing year.

5. The MANAGEMENT COMPANY will supervise the keeping and maintenance of all bookkeeping records with respect to its functions under this Agreement. Such records shall be available to the ASSOCIATION, its duly authorized agents and employees and all unit owners and their authorized representatives at all reasonable times for inspection and copying.

6. The MANAGEMENT COMPANY is hereby authorized to order all work, labor, services, and materials for the day-to-day operation, maintenance and repair of the condominium project.

7. A. The parties understand and agree that the MANAGEMENT COMPANY shall provide only executive supervisory services and that all labor, services and materials which are provided for in the condominium project will be at the expense of the ASSOCIATION, including, without limitation: utilities (water, electric, et cetera), legal, auditing, and accounting services; insurance premiums; garbage collection services; salaries for management and secretarial services; reserve for repair and replacement; lawn maintenance; exterior building maintenance; interior building plant maintenance (excluding the interior of each, individual apartment); exterminating in the common areas, halls, hallways, closets, et cetera; sewage maintenance; lawn materials; equipment and supplies; and janitorial materials.

B. At the beginning of the ASSOCIATION'S fiscal year, each year, the ASSOCIATION shall direct the MANAGEMENT COMPANY and/or MANAGER, in writing, as to:

(1) the specific services, obligations, and/or responsibilities to be performed by the MANAGEMENT COMPANY or MANAGER;

(2) the specific sum of money allocated and budgeted for each such service, obligation, and/or responsibility to be performed by the MANAGEMENT COMPANY and/or MANAGER; and

(3) the time schedule on which each specific service, obligation, and/or responsibility is to be performed and the frequency with which same is to be performed by the MANAGEMENT COMPANY and/or MANAGER.

C. In the event the MANAGEMENT COMPANY and/or MANAGER fails to provide the service, obligation, and/or responsibility to be performed by the MANAGEMENT COMPANY or MANAGER, or in the event the MANAGEMENT COMPANY and/or MANAGER fails to provide said service, obligation, and/or responsibility at the times set forth under Paragraph 7B(3) above, then the ASSOCIATION shall be authorized to procure such service, obligation and/or responsibility so required, from another party or parties and to collect any fees or charges paid for such service, obligation, and/or responsibility so procured from the MANAGEMENT COMPANY and/or MANAGER, provided, however, that said fees have theretofore been paid to the MANAGEMENT COMPANY and/or MANAGER for said service, obligation, and/or responsibility which was not performed in accordance with the schedule adopted by the ASSOCIATION.

D. At the beginning of the ASSOCIATION'S fiscal year, each year, the ASSOCIATION shall also be responsible for directing the MANAGEMENT COMPANY and/or MANAGER as to the minimum number of personnel which are to be employed by the MANAGEMENT COMPANY and/or MANAGER.

8. This Agreement does not contemplate nor is the MANAGER responsible for or required to perform the upkeep and repair of the condominium units, the responsibility for which, under its Declaration, is that of a unit owner. However, the MANAGER may, in its absolute discretion, perform such maintenance and repair services of a unit as are required by a unit owner as an accommodation to the ASSOCIATION or to such unit owner and charge such unit owner, who shall have requested said service of the MANAGER, a reasonable charge therefor.

9. The term of this Agreement shall be for the period commencing as of the date hereof and expiring on September 5, 1982.

10. The MANAGEMENT COMPANY agrees to employ sufficient competent, adult workmen in connection with its duties hereunder. It is understood between the parties that the MANAGEMENT COMPANY has the sole and exclusive right to hire and discharge any of the workmen at its discretion and is to have full charge, control and supervision of all workmen.

11. The MANAGEMENT COMPANY covenants and agrees to procure and keep in force public liability and workmen's compensation insurance in adequate amounts to protect the MANAGEMENT COMPANY and ASSOCIATION completely from any claim or damage to persons or property or for an injury to any employee incurred while any workmen are performing any duties under the terms of this Agreement. Any cost or expense in connection with the foregoing shall be borne by the ASSOCIATION.

12. The MANAGEMENT COMPANY shall not, under any circumstances be liable under or by reason of this Agreement, directly or indirectly for any accident, injury, breakage or damage to any machinery or appliance not attributable to the action or inaction of the MANAGEMENT COMPANY or of any of its employees, agents, or servants; nor shall it be held responsible or liable for any loss, damage, detention or delay in furnishing services or materials or failure to perform duties as hereinabove provided when such is caused by fire, flood, strikes, acts of civil or military authorities, or by insurrection or riot, or by any other cause which is unavoidable or beyond its control.

13. By way of clarification for the understanding of the parties hereto, it is understood between the parties hereto that the MANAGEMENT COMPANY shall have no direct or indirect expenses of any kind or nature whatsoever, and its sole function is strictly of a managerial nature.

14. The ASSOCIATION agrees to pay to the MANAGEMENT COMPANY as and for its managerial undertakings as expressed herein, the full amount of all sums disbursed or incurred by the MANAGEMENT COMPANY in the performance of this Agreement, plus the sum of Ten and no/100 (\$10.00) Dollars per month for each condominium unit built wherein a certificate of occupancy has been issued. The MANAGEMENT COMPANY shall submit to the ASSOCIATION an estimate of proposed disbursements for each monthly period and the ASSOCIATION shall disburse on the first of each month, in advance, a sum to cover the monthly expenses, and the MANAGEMENT COMPANY shall, within ten (10) days after the monthly period, submit a complete and full statement of costs and expenses for the previous month and a reconciliation shall be made between the ASSOCIATION and the MANAGEMENT COMPANY within five (5) days after said statement is rendered.

The approximate charges for the various services to be rendered by the MANAGEMENT COMPANY, as set forth herein, for the fee of \$10.00 per month per unit shall be allocable as set forth in EXHIBIT "A", attached hereto.

15. Notwithstanding any other provisions in this Agreement, the ASSOCIATION shall retain final authority with regard to budgeting of ASSOCIATION funds and the amount of regular and special assessments collectable as common expenses of the ASSOCIATION.

16. The ASSOCIATION agrees that the services, maintenance and repairs that the MANAGER shall provide for the ASSOCIATION and that the ASSOCIATION hereby directs and authorizes the MANAGER to perform when requested in writing and subject to the other terms and conditions of this Agreement, shall include but not be limited to the following during the term of this Agreement:

A. Lawn and Shrubbery Care: The MANAGER shall be responsible for the care of the lawn and shrubbery and shall see that the following services are rendered in connection therewith:

- (1) cutting, seeding and fertilizing the grass, as needed;
- (2) trimming and fertilizing, as needed;
- (3) irrigation of grass and shrubbery; and
- (4) spraying grass and shrubbery for any and all insects.
- (5) replacing the lawn and/or shrubbery which may be damaged by an act of God, which shall include, but not be limited to wind, flooding, hurricane, frost or freezing.

B. Lighting: The MANAGER shall provide service and maintain lighting for the exterior of the condominium buildings including the lighting any hallways and other portions of the common elements.

C. Garbage: The MANAGER shall cause to contract with and/or arrange for garbage and trash collections.

D. Exterior Care of Condominium Buildings: The MANAGER shall cause the exterior of said condominium buildings to be painted and shall furnish the necessary repairs to preserve the exterior appearance of said buildings against ordinary wear and tear. MANAGER is hereby directed and agrees to keep the condominium buildings and the areas included in the common elements "broom swept" and neat and presentable in appearance at all times.



E. Parking Areas and Driveways: The ASSOCIATION hereby directs and authorizes the MANAGER to repair, replace and maintain as needed all parking areas and driveways within BORDEAUX VILLAGE CONDOMINIUM, NO. 2 during the term of this Agreement.

F. Roof: The ASSOCIATION hereby directs and authorizes the MANAGER to repair, replace and maintain, as needed, any and all roofs within BORDEAUX VILLAGE CONDOMINIUM, NO. 2 during the term of this Agreement.

17. Captions and Titles: The caption and titles contained in this Agreement are for convenience and reference only and in no way define, limit or describe the scope or intent of this Agreement.

18. Notices: Whenever under this Agreement a provision is made for notice of any kind, it shall be deemed sufficient notice and service thereof if such notice to the ASSOCIATION is in writing addressed to the ASSOCIATION at its last known address and sent by certified mail with postage prepaid, and if such notice to the MANAGER is in writing, addressed to the last known postoffice address of the MANAGER and sent by certified mail with postage prepaid.

19. Construction: Nothing herein contained shall be deemed or construed by the parties hereto, nor by any third party, as creating the relationship of principal and agent, or of partnership, or of joint venture between the parties hereto, it being understood and agreed that neither the method of computation of the recreation fee, nor any other provision contained herein, nor any acts of the parties herein, shall be deemed to create any relationship between the parties hereto other than the relationship of MANAGER and ASSOCIATION. Whenever herein the singular number is used, the same shall include the plural, and the masculine gender shall include the feminine and the neuter gender, if such be appropriate.

20. Severability: The invalidity in whole or in part of any covenant, promise or undertaking or any section, subsection, sentence, clause, phrase or word or of any provision of this Agreement shall not affect the validity of the remaining portions thereof.

This Agreement shall be binding upon the parties hereto, their successors and assigns.

IN WITNESS WHEREOF, the parties hereto have hereunto set their hands and seals the day and year first above written.

Signed, Sealed and Delivered in the Presence of:

*[Signature]*

*[Signature]*

(Corporate Seal)



FEATHER SOUND REALTY, INC.

BY: *[Signature]*  
ANTHONY MARLUCCI, President

ATTEST: *[Signature]*  
FRED B. BULLARD, JR.  
Executive Vice President  
and Secretary-Treasurer

BORDEAUX VILLAGE ASSOCIATION,  
NO. 2, INC.

Camela M. Pugin

BY: Fred B. Bullard, Jr.  
President

Shawn T. Slater  
(Corporate Seal)

ATTEST: Margaret A. Fletcher  
Secretary



STATE OF FLORIDA )  
                          ) ss.  
COUNTY OF PINELLAS)

I HEREBY CERTIFY that on this 22<sup>nd</sup> day of June, 1980, before me personally appeared ANTHONY CARLUCCI and FRED B. BULLARD, JR., President and Executive Vice President and Secretary/Treasurer, respectively, of FEATHER SOUND REALTY, INC., a corporation under the laws of the State of Florida, to me known to be the persons described in and who executed the foregoing Management and Maintenance Agreement, and acknowledged the execution thereof to be their free act and deed as such officers, for the uses and purposes therein mentioned; and that they affixed thereto the official seal at said corporation, and the said instrument is the act and deed of said corporation.

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

Camela M. Pugin  
Notary Public  
My Commission Expires:  
MY COMMISSION EXPIRES MAY 21, 1980

STATE OF FLORIDA )  
                          ) ss.  
COUNTY OF PINELLAS)

I HEREBY CERTIFY that on this 22<sup>nd</sup> day of June, 1980, before me personally appeared FRED B. BULLARD, JR. and MARGARET A. FLETCHER, President and Secretary, respectively, of BORDEAUX VILLAGE ASSOCIATION, NO. 2, INC., a corporation not-for-profit under the laws of the State of Florida, to me known to be the persons described in and who executed the foregoing Management and Maintenance Agreement, and acknowledged the execution thereof to be their free act and deed as such officers, for the uses and purposes therein mentioned; and that they affixed thereto the official seal of said corporation, and the said instrument is the act and deed of said corporation.

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

Camela M. Pugin  
Notary Public  
My Commission Expires:  
MY COMMISSION EXPIRES MAY 21, 1980

EXHIBIT "A"  
 BORDEN VILLAGE CONDOMINIUM, NO. 2, MANAGEMENT AGREEMENT

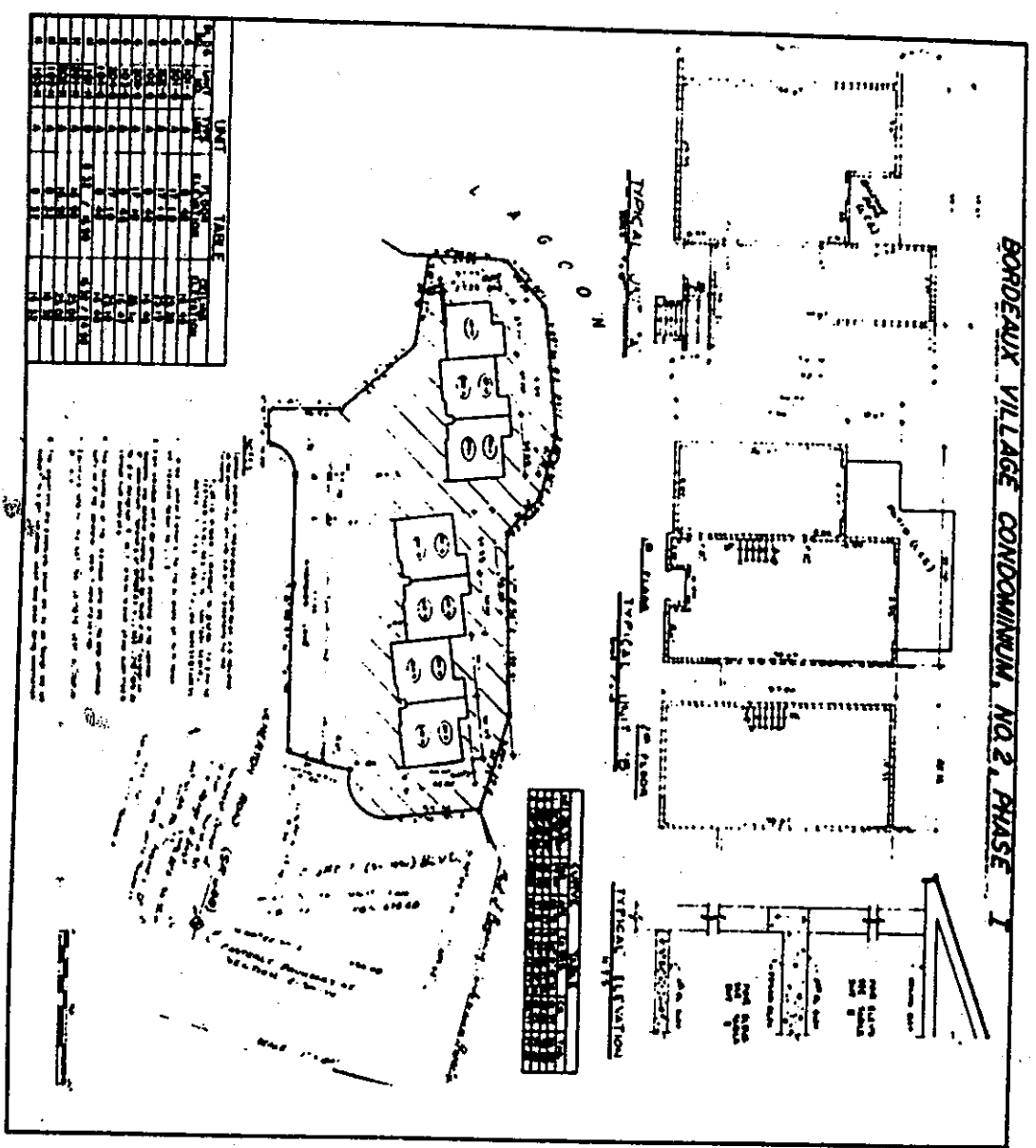
ITEMS TO BE PERFORMED	TIME SCHEDULE	SUPERVISOR SERVICE UNDER MANAGEMENT CONTRACT FOR \$10.00 PER MONTH PER UNIT AS MANAGEMENT FEE	ESTIMATED AMOUNT OF MONEY AT COST FOR EACH SERVICE LESS MANAGEMENT FEE FOR THE FIRST TWO YEARS	MINIMUM NUMBER OF PERSONNEL FOR SERVICES OTHER THAN FOR SUPERVISORY SERVICE UNDER MANAGEMENT CONTRACT	MINIMUM NUMBER OF PERSONNEL FOR SUPERVISORY SERVICE UNDER MANAGEMENT CONTRACT
1. Obtain and review for Association necessary insurance coverage for condominium project	Once a year	\$ .05	The cost of the premium	NONE	One part-time manager
2. Review utility bills and services to the condominium project	Once a month	.10	NONE	NONE	One part-time manager
3. Trash collection	Once a year or quarterly if requested by the Association	.05	NONE	NONE	One part-time manager
4. Preparation of Budget	Once a month	1.25	NONE	NONE	One part-time manager
5. Collection of assessments for condominium project from individual owners for the Association	Weekly during growing season monthly during dormant season	.05	The actual cost incurred for providing the services requested by the Association	One Labor	One part-time manager
6. Lawn & shrubbery Care	Once a year	.05	The actual cost incurred for providing the services requested by the Association	One Labor	One part-time manager

ITEMS TO BE PROVIDED	TIME SCHEDULE	SUPERVISE SERVICE UNDER MANAGEMENT CONTRACT FOR \$10.00 PER MONTH PER UNIT AS MANAGEMENT FEE	ESTIMATED AMOUNT OF MONEY AT COST FOR EACH SERVICE LESS MANAGEMENT FEE FOR THE FIRST TWO YEARS	MINIMUM NUMBER OF PERSONNEL FOR SERVICES OTHER THAN FOR SUPERVISORY SERVICE UNDER MANAGEMENT CONTRACT	MINIMUM NUMBER OF PERSONNEL FOR SUPERVISORY SERVICE UNDER MANAGEMENT CONTRACT
c. Trimming	Once a month	.10	The actual cost incurred for providing the services requested by the Association	One Labor	One part-time manager
d. Fertilizing	Twice a year	.20	The actual cost incurred for providing the services requested by the Association	One Labor	One part-time manager
e. Spraying seed, grass and shrubbery for any insect	Once a month	.50	The actual cost incurred for providing the services requested by the Association	One Labor	One part-time manager
f. Watering grass and shrubbery	Daily/Weekly	.50	The actual cost incurred for providing the services requested by the Association	One Labor	One part-time manager
g. Replacing the lean or shrubbery which may be damaged by an Act of God	As it occurs and is requested	.10	The actual cost incurred for providing the services requested by the Association	One Labor	One part-time manager
7. At the request of Association to provide services and maintain lighting for the exterior of condensation project and common areas	Once a week	.20	The actual cost incurred for providing the services requested by the Association	One Labor	One part-time manager

SERVICES TO BE PERFORMED	TIME SCHEDULE	SUPERVISE SERVICE UNDER MANAGEMENT CONTRACT FOR \$10.00 PER MONTH PER UNIT AS MANAGEMENT FEE	ESTIMATED AMOUNT OF MONEY AT COST FOR EACH SERVICE LESS MANAGEMENT FEE FOR THE FIRST TWO YEARS	MINIMUM NUMBER OF PERSONNEL FOR SERVICES OTHER THAN FOR SUPERVISORY SERVICE UNDER MANAGEMENT CONTRACT
8. Exterior care of condominium building per management	As requested by the Association	None for the first two years	The actual cost incurred for providing the service requested by the Association	One part-time manager
9. Common Areas broom swept	Once a week	.20	The actual cost incurred for providing the service requested by the Association	One part-time manager
10. Parking area broom swept	Once a week	.20	The actual cost incurred for providing the service requested by the Association	One part-time manager
11. Roof maintenance as per management	As requested by the Association	None for the first two years	The actual cost incurred for providing the service requested by the Association	One part-time manager
12. Maintenance of parking areas and driveways	As requested by the Association	.05	The actual cost incurred for providing the service requested by the Association	One part-time manager
13. Legal and accounting	As requested by the Association	.10	The attorney and accountants' hourly rates as contracted for the services rendered to the Association	One attorney as needed and one accountant as needed
14. Management	Part-time as needed	3.00	Compensation for part-time manager will be the hourly rate of \$7.50	One part-time manager
15. Secretarial Service	Part-time as needed	1.50	Compensation for part-time secretarial services will be paid the hourly rate of \$4.00 as needed	One part-time manager secretary

SERVICES TO BE PROVIDED	TIME SCHEDULE	SUPERVISE SERVICE UNDER MANAGEMENT CONTRACT FOR \$10.00 PER MONTH PER UNIT AS MANAGEMENT FEE	ESTIMATED AMOUNT OF MONEY AT COST FOR EACH SERVICE LESS MANAGEMENT FEE FOR THE FIRST TWO YEARS	MINIMUM NUMBER OF PERSONNEL FOR SERVICES OTHER THAN FOR SUPERVISORY SERVICE UNDER MANAGEMENT CONTRACT	MINIMUM NUMBER OF PERSONNEL FOR SUPERVISORY SERVICE UNDER MANAGEMENT CONTRACT
16. Purchase of materials for condominium project which shall include but not be limited to: plaster, building materials, building material and miscellaneous supplies	As needed and approved by the Association	.20	The actual cost incurred for the purchase of material approved by Association	One part-time manager	One part-time manager
17. Miscellaneous equipment to service the condominium project	As needed and approved by the Association	-0-	None to be owned	One part-time manager	One part-time manager
18. Unskilled labor	As needed and approved by the Association	1.00	The approximate hourly rate for said service will be \$3.00 per hour	One part-time manager	One part-time manager
19. Skilled labor	As needed and approved by the Association	.60	The approximate hourly rate of said service will be \$5.00 per hour	One part-time manager	One part-time manager







JOINDER OF MORTGAGEE

THE ROYAL BANK OF CANADA, a Canadian chartered bank, herein called "Mortgagee", the owner and holder of a mortgage encumbering the property described in Exhibit "A", hereto, which mortgage is dated October 3, 1979, and was filed the 4th day of October, 1979, in O.R. Book 4922, Page 1806, as Clerk's Instrument Number 79168836, public Records of Pinellas County, Florida, to the extent that it may be required to do so under the laws of the State of Florida, joins in the making of the foregoing DECLARATION OF CONDOMINIUM OWNERSHIP OF BORDEAUX VILLAGE CONDOMINIUM NO. 2 (PHASE I) and the Mortgagee agrees that the lien of said mortgage shall hereafter be upon each and every parcel and common elements appurtenant thereto set forth and referred to in said Declaration of Condominium Ownership.

Signed, Sealed and Delivered  
in the Presence of:

THE ROYAL BANK OF CANADA

Kathrine Barb

BY: [Signature]  
Its Manager, Corporate Mortgages

[Signature] Attest:

Its Manager, Corporate Mortgages

STATE OF NEW YORK )  
                          ) ss.:  
COUNTY OF NEW YORK)

BEFORE ME, the undersigned authority, personally appeared J. Lyle Littlejohn and H. H. [Signature], respectively of THE ROYAL BANK OF CANADA, who acknowledged before me that they, as officers of said corporation, executed this Joinder of Mortgage and that the same is the act and deed of said corporation.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal this 24th day of June, 1980.

[Signature]  
Notary Public

My Commission Expires:

(SEAL)

DEBBIE A. WINTERMEIER  
NOTARY PUBLIC, State of New York  
No. 4594189  
Qualified in Nassau County  
Commission Expires 1-31-82 March 30, 1981

Law Offices

BATTAGLIA, ROSS, FORLIZZO, HASTINGS, DICUS AND CAMPBELL  
National Trust Bank of Florida Building  
980 Tyrone Boulevard  
Post Office Box 41100  
St. Petersburg, Florida 33743

Telephone (813) 381-2300

EXHIBIT A

A parcel of land lying, situated and being in Section 2, Township 30 South, Range 16 East, Pinellas County, Florida, being more particularly described as follows:

Commence at the Southeast corner of said Section 2, thence run North 00° 22' 35" East along the Easterly section line of said Section 2, 1036.48 feet; thence leaving said section line run North 90° 00' 00" West, 683.62 feet to the POINT OF BEGINNING; thence from said POINT OF BEGINNING run South 21° 36' 00" East, 55.70 feet to the point of curvature of a curve concave North-westerly having a radius of 25.00 feet; thence along and around said curve an arc distance of 48.76 feet through a delta angle of 111° 44' 37"; thence South 00° 08' 37" West, 41.55 feet; thence South 74° 38' 37" West, 176.34 feet to the point of curvature of a curve concave Southeasterly having a radius of 18.00 feet; thence along and around said curve an arc distance of 28.27 feet through a delta angle of 90° 00' 00"; thence South 74° 38' 37" West, 24.00 feet; thence North 15° 21' 23" West, 45.56 feet; thence North 57° 24' 23" West, 62.93 feet; thence South 81° 38' 37" West, 59.78 feet; thence North 13° 03' 02" West, 47.43 feet; thence North 33° 41' 24" East, 39.66 feet; thence North 69° 36' 18" East, 83.22 feet; thence North 85° 54' 52" East, 42.11 feet; thence South 59° 02' 10" East, 29.15 feet; thence North 72° 18' 56" East, 120.41 feet; thence South 89° 51' 23" East, 62.23 feet to the POINT OF BEGINNING.

Said parcel containing 1.011 acres more or less.

# State of Florida



Department of State

I certify that the attached is a true and correct copy of the Articles of Incorporation of

BORDEAUX VILLAGE ASSOCIATION, NO. 2, INC.

filed on May 27, 1980.

The Charter Number for this corporation is 752641.



CORP 104 Rev. 3-79

Given under my hand and the  
Great Seal of the State of Florida,  
at Tallahassee, the Capital, this the  
27th day of May, 1980.

George Firrstone  
Secretary of State

EXHIBIT "F"  
TO  
DECLARATION

ARTICLES OF INCORPORATION

OF

BORDEAUX VILLAGE ASSOCIATION, NO. 2, INC.

We, the undersigned, jointly and severally agree with each other to associate ourselves and our successors together as a corporation not-for-profit under the laws of the State of Florida, and do hereby subscribe, acknowledge, and file in the Office of the Secretary of State of the State of Florida, the following Articles of Incorporation:

I.

The name of this corporation shall be:

BORDEAUX VILLAGE ASSOCIATION, NO. 2, INC.

II.

The purposes for which this corporation is organized shall be to buy, sell, lease or sublease, or to acquire, maintain, or operate as fee owner or as owner of a leasehold interest, or solely to maintain, or operate without any interest in real property, certain multi-unit residential buildings and the land upon which said building shall be situated in Pinellas County, State of Florida, a condominium, which multi-unit residential condominium shall be known as:

BORDEAUX VILLAGE CONDOMINIUM, NO. 2

and the land on which said buildings shall be located being more particularly described in the Declaration of Condominium thereto; and to erect such additional buildings and structures on said real estate as the corporation may deem best, and to transact all business necessary and proper in connection with the operation of said property for the mutual benefit of its members; to operate said property for the sole use and benefit of its members, without attempting to make any profit or other gains for the corporation; and to perform any other act for the wellbeing of member residents, without partiality or undue inconvenience as between member residents; and to perform any other act in maintaining an atmosphere of congeniality and high standards of occupancy by and for its member residents; and to maintain a high standard of physical appearance of the buildings; to formulate By-laws, rules and regulations, and to provide for the enforcement thereof. The corporation shall also have such other power and authority to do and perform every act and thing necessary and proper in the conduct of its business and for the accomplishment of its purposes as set forth herein and as permitted by Chapter 617, Florida Statutes, entitled "Corporations Not For Profit".

III.

SOUND SOUTH, INC., a Florida corporation, hereinafter referred to as the "Developer", shall make and shall declare a certain Declaration of Condominium, submitting the property described within the Declaration of Condominium to condominium ownership, from time to time, under the restrictions, reservations, covenants, conditions and easements as contained

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therein, which shall be applicable to said property and all interest therein, to-wit:

A. Phases I through V and related facilities thereto, descriptions of which are set forth more fully in the Declaration of Condominium of BORDEAUX VILLAGE CONDOMINIUM, NO. 2, as the same are submitted to condominium ownership from time to time.

B. All improvements erected or installed on said land, which shall include up to six (6) residential buildings containing approximately forty-two (42) condominium units and related facilities.

IV.

A. Initially, such three (3) persons as the Developer may name shall be the members of the corporation who shall be the sole voting members of the corporation until such time as the unit owners other than the Developer own fifteen percent (15%) or more of the units that will be operated ultimately by the Association, at which time the unit owners other than the Developer shall then be entitled to elect not less than one-third (1/3) of the members of the Board of Directors of the Association. Unit owners other than the Developer shall be entitled to elect not less than a majority of the members of the Board of Directors of the Association three (3) years after sales by the Developer have been closed of not less than fifty percent (50%) of the units that will be operated ultimately by the Association, or three (3) months after sales have been closed by the Developer of not less than ninety percent (90%) of the units that will be operated ultimately by the Association, or when all of the units that will be operated ultimately by the Association have been completed and some of them have been sold and none of the others are being offered for sale by the Developer in the ordinary course of business, whichever shall first occur. The Developer shall be entitled to elect not less than one (1) member of the Board of Directors of the Association as long as the Developer holds for sale in the ordinary course of business, five percent (5%) of the condominium units operated by the Association.

B. Within sixty (60) days after the unit owners other than the Developer are entitled to elect a member or members of the Board of Directors of the Association, the Association shall call, and give not less than thirty (30) days nor more than forty (40) days notice of a meeting of the unit owners for this purpose. Such meeting may be called and the notice given by any unit owner if the Association fails to do so.

C. If the Developer holds units for sale in the ordinary course of business, none of the following actions may be taken without approval, in writing, by the Developer:

(1) Assessment of the Developer as a unit owner for capital improvements.

(2) Any action by the Association that would be detrimental to the sale of units by the Developer; provided, however, that an increase in assessments for common expenses without discrimination against the Developer shall not be deemed to be detrimental to the sales of the units.

D. Prior to or within a reasonable time after the time that unit owners other than the Developer elect a majority of the members of the Board of Directors of the Association, such reasonable time not to exceed sixty (60) days, the Developer shall relinquish control of the Association and shall deliver to the Association all property of the unit owners and of the Association held by or controlled by the Developer, including, but not limited to, the following items, if applicable, as to

each condominium operated by the Association:

- (1) (a) The original, a certified copy or a photocopy of the recorded Declaration of Condominium; if a photocopy is provided, the same shall reflect the recording information and shall be certified by affidavit by the Developer or officer or agent of the Developer as being a true and complete copy of the actual recorded Declaration;
- (b) A certified copy of the Association's Articles of Incorporation;
- (c) By-laws;
- (d) Minute books and other corporate books and records of the Association, if any; and
- (e) Any house rules and regulations which may have been promulgated.
- (2) Resignations of officers and members of the Board of Directors who may be required to resign for reason or the requirement that the Developer relinquish control of the Association;
- (3) An audit and accounting, which need not be certified, for all Association funds, performed by an auditor independent of the Developer, including capital accounts, reserve accumulations in accordance with s. 718.504 (20)(c) i.k., and contributions.
- (4) Association funds or control thereof;
- (5) All tangible personal property that is represented by the Developer to be part of the common elements, or that is ostensibly part of the common elements, or that is property of the Association, and inventories of these properties;
- (6) A copy of the plans and specifications utilized in the construction of improvements and the supplying of equipment to the condominium and for the construction and installation of all mechanical components serving the improvements and the site, with a certificate in affidavit form of the Developer or of his agent, or of an architect or engineer authorized to practice in this State, that such plans and specifications represent to the best of his knowledge and belief the actual plans and specifications utilized in and about the construction and improvements of the condominium property and for the construction and installation of the mechanical components serving the improvements;
- (7) Insurance policies;
- (8) Copies of any certificate of occupancy which may have been issued within one (1) year of the date of creation of the condominium;
- (9) Any other permits issued by governmental bodies applicable to the condominium property and which are currently in force or were issued within one (1) year prior to the date upon which the unit owners other than the Developer took control of the Association;
- (10) Written warranties of the contractor, subcontractors, suppliers and manufacturers that are still effective;
- (11) A roster of unit owners and their addresses and telephone numbers, if known, as shown on the Developer's records;
- (12) Leases, if any, of the common elements, or in which

the Association is lessor or lessee;

(13) Employment contracts or service contracts in which the Association is one of the contracting parties, or service contracts in which the Association is one of the contracting parties or service contracts in which the Association or the unit owners have directly or indirectly an obligation or responsibility to pay some or all of the fee or charge of the person or persons performing the service;

(14) Other contracts in which the Association is one of the contracting parties;

E. The By-laws of this corporation may not change or alter this Article.

V.

The term for which this corporation shall exist shall be perpetual.

VI.

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

NAME	ADDRESS
FRED B. BULLARD, JR.	2555 Ulmerton Road Clearwater, Florida 33520
ANTHONY CARLUCCI	2555 Ulmerton Road Clearwater, Florida 33520
MARGARET A. FLETCHER	2555 Ulmerton Road Clearwater, Florida 33520

VII.

The affairs of the corporation shall be managed by a president, vice-president, secretary and treasurer. The officers of the corporation shall be elected annually by the Board of Directors of the corporation in accordance with the provisions therefor in the By-laws of the corporation.

VIII.

The business of the corporation shall be conducted by a Board of Directors, referred to sometimes herein as the Board of Administrators, which shall consist of not less than three (3) members, as the same shall be provided for in the By-laws of the corporation. The members of the Board of Directors shall be elected annually by a majority vote of the members of the corporation. The names and addresses of the first Board of Directors and officers who shall serve as directors and officers, until the first election of directors and officers, are as follows:

NAME	ADDRESS
FRED B. BULLARD, JR. President	2555 Ulmerton Road Clearwater, Florida 33520
ANTHONY CARLUCCI Vice President	2555 Ulmerton Road Clearwater, Florida 33520
MARGARET A. FLETCHER Secretary Treasurer	2555 Ulmerton Road Clearwater, Florida 33520

IX. <sup>2/3</sup>

The By-laws of the corporation are to be made, altered or rescinded by a three-fourths (3/4) vote of the members of this corporation, save and except as provided for in the Declaration of Condominium of BORDEAUX VILLAGE CONDOMINIUM, NO. 2, recorded among the Public Records of Pinellas County, Florida, as it pertains to correcting errors and/or omissions in the Declaration of Condominium or in any other documentation required by law to establish the condominium form of ownership.

X.

The amendments to these Articles of Incorporation may be proposed by the Board of Directors or by a majority vote of the membership of this corporation, provided, however, that no amendment shall be effective unless adopted pursuant to Article IX or Article XII of these Articles of Incorporation. Notwithstanding anything to the contrary herein, no amendment may be made to these Articles of Incorporation or the By-laws of the Association which affects the rights and privileges provided to the Developer without the consent of the Developer.

XI.

Section 1. The members of the Association shall consist of all of the record owners of condominium parcels in the condominium.

Section 2. After receiving approval as required by the Declaration of Condominium a change of membership in the Association shall be established by recording in the Public Records of Pinellas County, Florida, a deed or other instrument establishing record title to a condominium parcel in the condominium and the certificate as required showing said approval. The owner designated by such instrument thus becomes a member of the Association and the membership of the prior owner is terminated.

Section 3. No officer, director, or member shall be personally liable for any debt or other obligation of this corporation, except as provided in the Declaration of Condominium.

Section 4. Each member shall be restricted to one (1) vote except in all elections for director, each member shall have the right to vote, in person or by proxy, as set forth in the By-laws, for as many persons as there are directors to be elected, or to distribute them on the same principal among as many candidates as he shall see fit.

Section 5. A membership may be owned by more than one owner provided that membership shall be held in the same manner as title to the unit. In the event ownership is in more than one person, all of the owners of such membership shall be entitled, collectively, to only one (1) vote or ballot in the management of the affairs of the corporation in accordance with the Declaration of Condominium, and the vote may not be divided between plural owners of a single condominium.

Section 6. The members of this corporation shall be subject to assessment for the costs and expenses of the corporation in operating the multi-unit building, in accordance with the Declaration of Condominium, these Articles of Incorporation, and the By-laws of the corporation. The By-laws of the corporation may not change or alter this Section 6, Article XI.

Section 7. This corporation shall not be operated for profit; no dividends shall be paid; and no part of the income of the corporation shall be distributed to its members, directors, or officers.

Section 8. The members of the corporation, individually, are responsible for all maintenance and repair within and about



their condominium units.

Section 9. Any matter of controversy or dispute between members or between a member and the corporation shall be settled by arbitration in accordance with the rules provided therefor by the American Arbitration Association and the Statutes of the State of Florida.

Section 10. The members of this corporation shall be subject to all of the terms, conditions, covenants and restrictions contained in the Declaration of Condominium, these Articles of Incorporation, and the By-laws of the corporation.

XII.

These Articles of Incorporation may not be amended, altered, modified, changed or rescinded by a vote of less than three-fourths (3/4) of the then present members of the corporation, which may be accomplished at any regular or special meeting of the corporation, provided that written notice of the proposed change shall have been mailed to each member of the corporation fourteen (14) days prior to said meeting of the corporation, provided, however, that no such alteration, amendment, modification, change or rescission of Article II hereinabove, and of Sections 6, 7, 8, and 10 of Article XI, may be made without an unanimous approval of the then members of the corporation together with the written unanimous approval of all mortgagees holding a valid, enforceable first mortgage lien against any condominium unit, provided such mortgagees are institutional mortgagees, such as a bank, life insurance company, federal savings and loan association, institutional investor, mortgage banker, and/or a real estate investment trust authorized to transact business in the State of Florida.

XIII.

The Association may acquire and enter into agreements whereby it acquires leaseholds, memberships, and other possessory or use interests in lands or facilities including but not limited to country clubs, golf courses, marinas, and other recreational facilities, whether or not contiguous to the lands of the condominium, intended to provide for the enjoyment, recreation or other use or benefit of the unit owners. All of such leaseholds, memberships and other possessory or use interests existing or brought into existence at the time of recording of the Declaration shall be set forth and fully described therein.

XIV.

In the event this corporation shall become dormant, inactive, and fail to perform its duties and carry out its contractual covenants and conditions as set forth herein, together with those matters required to be performed of this corporation in accordance with the Declaration of Condominium, and all matters in connection therewith, then the said corporation shall revert to the original incorporators or their designated attorney-in-fact for purposes of reactivating said corporation by electing new officers and directors of this condominium, as provided for in these Articles of Incorporation and the By-laws of this corporation.

XV.

The principal place of business of this corporation and its registered office shall be at 2555 Ulmerton Road, Clearwater, Pinellas County, Florida 33520, or at such other place or places as may hereafter be designated from time to time.

The registered agent for the corporation at the above

address shall be MARGARET A. FLETCHER.

IN WITNESS WHEREOF, the subscribing incorporators and the registered agent have hereunto set their hands and seals and caused these Articles of Incorporation to be signed this 15<sup>th</sup> day of May, A.D., 1980.

Signed, Sealed and Delivered in the presence of:

[Signature]

[Signature]  
FRED B. BULLARD, JR.  
Subscriber

[Signature]

[Signature]  
ANTHONY CARLUCCI  
Subscriber

[Signature]  
MARGARET A. FLETCHER  
Subscriber

[Signature]  
MARGARET A. FLETCHER  
Registered Agent

STATE OF FLORIDA )  
                          ) ss.  
COUNTY OF PINELLAS)

BEFORE ME, the undersigned authority, personally appeared the following persons: FRED B. BULLARD, JR., ANTHONY CARLUCCI, and MARGARET A. FLETCHER as subscribers, and MARGARET A. FLETCHER as Registered Agent, to me well known and known to me to be the persons who executed the foregoing Articles of Incorporation of BORDEAUX VILLAGE ASSOCIATION, NO. 2, INC., and have severally acknowledged before me that they executed the same for the purposes therein mentioned.

WITNESS my hand and official seal at St. Petersburg, in the County of Pinellas, and State of Florida, this 15<sup>th</sup> day of May, A.D., 1980.

[Signature]  
Notary Public  
My Commission Expires: 12/31/83  
Notary Public for the State of Florida  
My Commission No. 12712, 1983

BY-LAWS OF

BORDEAUX VILLAGE ASSOCIATION, NO. 2, INC.

A Florida non-stock, non-profit membership corporation

ARTICLE I

General

Section 1. Name: The name of the corporation shall be BORDEAUX VILLAGE ASSOCIATION, NO. 2, INC.

Section 2. Principal Office: The principal office of the corporation shall be 2555 Ulmerton Road, Clearwater, Pinellas County, Florida 33520, or at such other place as may be subsequently designated by the Board of Directors.

Section 3. Definition: As used herein, the term "Corporation" shall be the equivalent to "Association", as defined in the Declaration of Condominium of BORDEAUX VILLAGE ASSOCIATION, NO. 2, INC. and all other words as used herein shall have the same definitions as attributed to them in the aforesaid Declaration of Condominium.

Section 4. Identity: In addition to the within By-laws being the By-laws of BORDEAUX VILLAGE ASSOCIATION, NO. 2, INC., these By-laws are established pursuant to the Condominium Act, Chapter 718, Florida Statutes, as amended, and are hereby annexed to and made a part of the Declaration of Condominium of BORDEAUX VILLAGE CONDOMINIUM, NO. 2.

ARTICLE II

Directors

Section 1. Number and Term: The number of directors which shall constitute the whole Board of Directors, also known as the Board of Administration, shall be not less than three (3), nor more than five (5). Until succeeded by directors elected as hereinafter provided, directors need not be members; thereafter all directors shall be members. Within the limits above specified, the number of directors shall be determined by the members at the annual meeting. The directors shall be elected as hereinafter provided and each director shall be elected to serve for the term of one (1) year, or until his successor shall be elected and shall qualify.

Section 2. Vacancy and Replacement: If the office of any director becomes vacant by reason of death, resignation, retirement, disqualification, removal from office or otherwise, a majority of the remaining directors, though less than a quorum, at a special meeting of directors duly called for this purpose, shall choose a successor who shall hold office for the unexpired term in respect to which such vacancy occurred.

Section 3. Removal: Directors may be removed with or without cause by an affirmative vote of majority of the members. No director shall continue to serve on the Board if, during his term of office, his membership in the corporation shall be terminated for any reason whatsoever.

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EXHIBIT "G"  
TO  
DECLARATION

Section 4. First Board of Directors and Their Replacement:

(a) The first Board of Directors shall consist of:

FRED B. BULLARD, JR.  
ANTHONY CARLUCCI  
MARGARET A. FLETCHER

who shall hold office and exercise all powers of the Board of Directors, until the first membership meeting, or as otherwise provided for hereinafter; provided, however, that any or all of said directors shall be subject to replacement in the event of resignation or death as above provided. The three (3) individuals that are elected by the Developer shall be the directors of the Association and shall be the sole voting members of the corporation until such time as the unit owners other than the Developer own fifteen percent (15%) or more of the units that will be operated ultimately by the Association, at which time, the unit owners other than the Developer shall be entitled to elect not less than one-third (1/3) of the members of the Board of Directors of the Association.

Unit owners other than the Developer shall be entitled to elect not less than a majority of the members of the Board of Directors of the Association three (3) years after sales by the Developer have been closed of not less than fifty percent (50%) of the units that will be operated ultimately by the Association, or three (3) months after sales have been closed by the Developer of not less than ninety percent (90%) of the units that will be operated ultimately by the Association have been completed and some of them have been sold and none of the others are being offered for sale by the Developer in the ordinary course of business, whichever shall first occur. The Developer shall be entitled to elect not less than one (1) member of the Board of Directors of the Association as long as the Developer holds for sale, in the ordinary course of business, five percent (5%) of the condominium units operated by the Association.

(b) Within sixty (60) days after unit owners other than the Developer are entitled to elect a member or members of the Board of Directors of the Association, the Association shall call, and give not less than thirty (30) days, nor more than forty (40) days notice of, a meeting of the unit owners for this purpose. Such meeting may be called and the notice given by any unit owner if the Association fails to do so.

(c) If a Developer holds units for sale in the ordinary course of business, none of the following actions may be taken without approval, in writing, by the Developer:

(1) Assessment of the Developer as a unit owner for capital improvements;

(2) Any action by the Association that would be detrimental to the sale of units by the Developer; provided, however, that an increase in assessments for common expenses without discrimination against the Developer shall not be deemed to be detrimental to the sale of units.

(d) Prior to or within a reasonable time after the time that unit owners other than the Developer elect a majority of the members of the Board of Directors of the Association, such reasonable time not to exceed sixty (60) days, the Developer shall relinquish control of the Association and shall deliver to the Association all property of the unit owners and of the Association held by or controlled by the Developer, including but not limited to the following items, if applicable, as to each condominium operated by the Association:

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

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

(3) An audit and accounting, which need not be certified, for all Association funds, performed by an auditor independent of the Developer, including capital accounts, reserve accumulations in accordance with s. 718.504(20)(c) l.k., and contributions.

(4) Association funds or control thereof.

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

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

(7) Insurance policies.

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

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

(10) Written warranties of the contractor, subcontractors, suppliers, and manufacturers that are still effective.

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

(12) Leases of the common elements, or in which the Association is lessor or lessee.

(13) Employment contracts or service contracts in which the Association is one of the contracting parties, or service contracts in which the Association or the unit owners have directly or indirectly an obligation or responsibility to pay some or all of the fee or charge of the person or persons

performing the services.

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

**Section 5. Powers:** The property and business of the corporation shall be managed by the Board of Directors, who may exercise all corporate powers not specifically prohibited by statute, the Certificate of Incorporation, or the Declaration to which these By-laws are attached. The powers of the Board of Directors shall specifically include, but not be limited to, the following items:

(a) To make and collect assessments and establish the time within which payment of same is due. Assessments shall be made against unit owners not less frequently than quarterly in amounts no less than are required to provide funds in advance for payment of all of the anticipated current operating expenses and for all of the unpaid operating expenses previously incurred.

(b) To use and expend the assessment collected, to maintain, care for and preserve the units and condominium property, except those portions thereof which are required to be maintained, cared for and preserved by the unit owners, including assessment for reserves or betterments.

(c) To purchase the necessary equipment and tools required in the maintenance, care and preservation referred to above.

(d) To enter into and upon the units when necessary and with as little inconvenience to the owner as possible in connection with such maintenance, care and preservation.

(e) To insure and keep insured said condominium property in the manner set forth in the Declaration against loss from fire and/or other casualty, and unit owners against public liability and to purchase such other insurance as the Board of Directors may deem advisable.

(f) To collect delinquent assessments by suit or otherwise, abate nuisance and enjoin or seek damages from the unit owners for violation of these By-laws and the terms and conditions of the Declaration.

(g) To employ and/or contract with, if deemed advisable, a maintenance service contractor and/or apartment house manager, who shall maintain, serve and/or manage the building and related facilities, and to delegate to such contractor or manager such powers as may be necessary in connection with the operation of the building. To employ workmen, janitors and gardeners and to purchase supplies and equipment, to enter into contracts in connection with any of the foregoing items of or for other services deemed advisable and generally to have the powers of an apartment house manager in connection with the matters hereinabove set forth.

(h) To make reasonable rules and regulations for the occupancy of the condominium parcels.

**Section 6. Compensation:** Directors or officers, as such, shall receive no salary or compensation for their services.

**Section 7. Meetings:**

(a) The first meeting of each Board newly elected by the members shall be held immediately upon adjournment of the meeting at which they were elected, provided a quorum shall then be present, or as soon thereafter as may be practicable. The

annual meeting of the Board of Directors shall be held at the place of the general members' meeting, and immediately after the adjournment of same.

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

(c) Special meetings of the Board may be called by the President upon five (5) days' notice to each director. Special meetings shall be called by the President or Secretary in a like manner and on like notice upon the written request of two (2) directors, provided notice is given in accordance with Section 7.B. hereinabove.

**Section 8. Order of Business:** The order of business at all meetings of the Board shall be as follows:

- Roll call.
- Reading of the Minutes of last meeting.
- Consideration of communications.
- Resignations and elections.
- Report of officers and employees.
- Reports of Committees.
- Unfinished business.
- Original resolutions and new business.
- Adjournment.

**Section 9. Annual Budget:** The Board may adopt the annual budget. The unit owners shall be given a copy of the proposed annual budget of common expenses which shall be detailed and shall show the amounts budgeted by account and expense classifications, which shall include but not necessarily be limited to the following items: expenses for the Association and condominium; administration of the Association; management fees, maintenance; rent for recreation and other commonly used facilities; taxes upon Association property; taxes upon leased areas; insurance; security provisions; other expenses; operating capital; reservations; fees payable to the Division; expenses for unit owners; rent for the unit if subject to a lease; rent payable by the unit owner directly to the lessor under any recreation lease or lease for use of commonly used facilities, not less than thirty (30) days before the meeting held for the purpose of adopting the annual budget and also written notice of the time and place at which such meeting shall be open to the unit owners.

If an adopted budget requires assessment against the unit owners in any fiscal or calendar year exceeding one hundred fifteen percent (115%) of the assessments for the preceding year, the Board, upon written application of ten percent (10%) of the unit owners to the Board, shall call a special meeting of the unit owners within thirty (30) days, upon not less than ten (10) days' written notice to each unit owner. At the special meeting, unit owners shall consider and enact a budget. The adoption of the budget shall require a vote of not less than a majority vote of all unit owners. The board of administration may propose a budget to the unit owners at a meeting of members or in writing, and if the budget or proposed budget is approved by the unit owners at the meeting or by a majority of all unit owners in writing, the budget shall be adopted. The budget shall not thereafter be re-examined by the unit owners in the manner hereinabove set forth.

In determining whether assessments exceed one hundred fifteen percent (115%) of similar assessments in prior years, any authorized provisions for reasonable reserves for repair or replacement of the condominium property, anticipated expenses by

the condominium association which are not anticipated to be incurred on a regular or annual basis, or assessments for betterments to the condominium property shall be excluded from the computation.

However, as long as the Developer is in control of the board of administration, the Board shall not impose an assessment for any year greater than one hundred fifteen percent (115%) of the prior fiscal or calendar year's assessment without approval of a majority of all unit owners.

Section 10. Fidelity Bond. A fidelity bond for directors of this Association, who control or disburse funds of the Association, shall be obtained for said directors or directors and the Association shall bear the costs of such bonding.

ARTICLE III  
Officers

Section 1. Executive Officers: The executive officers of the corporation shall be a President, Vice-president, Secretary and Treasurer, all of whom shall be elected annually by the Board of Directors. Any two of said offices may be united in one person, except that the President shall not also be the Secretary or an Assistant Secretary of the corporation. If the Board so determines, there may be more than one (1) Vice-president.

Section 2. Appointive Officers: The Board of Directors may appoint such other officers and agents as it may deem necessary, who shall hold office during the pleasure of the Board of Directors and have such authority and perform such duties as from time to time may be prescribed by said Board.

Section 3. Election: The Board of Directors at its first meeting after such annual meeting of general members shall elect a President, Secretary and Treasurer, none of whom, excepting the president, need be a member of the Board.

Section 4. Term: The officers of the corporation shall hold office until their successors are chosen and qualify in their stead. Any officer elected or appointed by the Board of Directors may be removed for cause at any time by the affirmative vote of a majority of the whole Board of Directors.

Section 5. The President:

(a) The President shall be the chief executive officer of the corporation; he shall preside at all meetings of the members and directors; shall be ex officio member of all standing committees; shall have general and active management of the business of the corporation, and shall see that all orders and resolutions of the Board are carried into effect.

(b) He shall execute bonds, mortgages, and other contracts requiring a seal, under the seal by the corporation, except where the same are required or permitted by law to be otherwise signed and executed and except where the signing and execution thereof shall be expressly delegated by the Board of Directors to other officers or agents of the corporation.

Section 6. The Secretary:

(a) The Secretary shall keep the minutes of the member meetings and the Board of Directors' meetings in one or more books provided for that purpose; such minutes shall be available for inspection by unit owners and Board members at all reasonable times.

(b) He shall see that all notices are duly given in accordance with the provisions of these By-laws and as required by law.

(c) He shall be custodian of the corporate records and of the seal of the corporation and shall see that the seal of



the corporation is affixed to all documents, the execution of which, on behalf of the corporation, under its seal, is duly authorized in accordance with the provisions of these By-laws.

(d) He shall keep a register of the post office addresses of each member, which shall be furnished to the Secretary by such member.

(e) In general, he shall perform all duties incidental to the office of Secretary and such other duties as from time to time may be assigned to him by the president or by the Board of Directors.

Section 7. The Treasurer:

(a) The Treasurer shall keep full and accurate accounts of receipts and disbursements in books belonging to the corporation and shall deposit all monies and other valuable effects in the name and to the credit of the corporation in such depositories as may be designated by the Board of Directors, the Articles of Incorporation, and these By-laws.

(b) He shall disburse the funds of the corporation as ordered by the Board, taking proper vouchers for such disbursements and shall render to the President and directors, at the regular meetings of the Board, or whenever they may require it, an account of all his transactions as Treasurer and of the financial conditions of the corporation.

(c) He may be required to give the corporation a bond in a sum and with one or more sureties satisfactory to the Board, for the faithful performance of the duties of his office, and the restoration to the corporation, in case of his death, resignation or removal from office, of all books, papers, vouchers, money or other property of whatever kind in possession belonging to the corporation.

Section 8. Vacancies: If the office of any director or of the President, Vice-president, Secretary or Treasurer, or one or more, become vacant by reason of death, resignation, disqualification or otherwise, the remaining directors by a majority vote of the whole Board of Directors provided for in these By-laws may choose a successor or successors who shall hold office for the unexpired term.

Section 9. Resignations: Any director or other officer may resign his office at any time, such resignation to be made in writing and to take effect from the time of its receipt by the corporation, unless some time be fixed in the resignation, and then from that date. The acceptance of a resignation shall not be required to make it effective.

Section 10. Fidelity Bond. A fidelity bond for officers of this Association, who control or disburse funds of the Association, shall be obtained for said officer or officers and the Association shall bear the cost of such bonding.

ARTICLE IV  
Membership

Section 1. There shall be no stock certificates issued by this corporation.

Section 2. Transfers of membership shall be made only on the books of the corporation, and notice of acceptance of such transferee as a member of the corporation shall be given in writing to such transferee by the President and Secretary of the corporation. Transferor, in such instance, shall automatically no longer be a member of the corporation. Membership in the corporation may be transferred only as an incident to the transfer of the transferor's condominium parcel and his undivided interest in the common elements of the condominium, and such transfers shall be subject to the procedures set forth in the Declaration.

**Section 3. Voting Members:** That member designated by the majority owner or owners (as shown in the public records of Pinellas County, Florida) of a vested present interest in a single condominium parcel. The designation shall be by statement filed with the Secretary of the Association, in writing, signed under oath, and such person shall continue to cast the vote for all such owners of interest in such single condominium parcel until such time as another person is properly designated as the voting member by those persons or entities owning the majority interests in such single condominium parcel by a similar written, sworn statement filed with the Secretary.

An owner or owners of a single condominium parcel shall collectively be entitled to one (1) vote, which vote shall be cast by the voting member.

Upon completion of Phase I, there shall be thirteen (13) voting members. Upon the recordation of any amendment submitting additional units to condominium ownership pursuant to the provisions of the DECLARATION OF CONDOMINIUM OWNERSHIP OF BORDEAUX VILLAGE CONDOMINIUM, NO. 2, the number of voting members shall automatically be adjusted so that at all times, there shall be one (1) voting membership for each unit submitted to condominium ownership pursuant to the DECLARATION OF CONDOMINIUM OF BORDEAUX VILLAGE CONDOMINIUM, NO. 2 and amendments thereto. A person or entity owning more than one (1) condominium parcel may be designated as a voting member for each such condominium parcel which he or it owns. Failure by all owners of any single condominium parcel to file the aforementioned written, sworn statement with the secretary prior to a members' meeting will result in depriving such owner of a single condominium parcel of a vote at such meeting.

A membership may be owned by more than one owner, provided that membership shall be held in the same manner as title to the unit. In the event ownership is in more than one person, all of the owners of such membership shall be entitled collectively to only one (1) vote or ballot in the management of the affairs of the corporation in accordance with the Declaration of Condominium and the vote may not be divided between plural owners of a single membership.

**Section 4.** In the event the owner of a condominium parcel is not a natural person, the subject entity shall designate a natural person who shall be entitled to occupy the condominium parcel, and such natural person shall be a member of the corporation, subject to the procedures set forth in the Declaration.

**ARTICLE V**  
**Meeting of the Membership**

**Section 1. Definition:** Unit owners shall meet at least once in each calendar year and such meeting shall be the annual meeting. The annual meeting shall be the time of the election of members of the Board of Directors whose terms have expired. The term of all the members of the Board shall expire on the date of the annual meeting, upon the election of their successors.

**Section 2. Place:** All meetings of the corporate membership shall be held at the office of the corporation, or any other place as may be stated in the written notice.

**Section 3. Membership List:** At least ten (10) days before every election of directors, a complete list of members entitled to vote at said election, arranged numerically by apartment units with the residence of each, shall be prepared by the secretary. Such list shall be produced and kept for ten (10) days and throughout the election at the office of the corporation and shall be open to examination by any member throughout such time, or at any other reasonable time period.

Section 4. Annual Meeting: The first annual meeting of the members of the corporation shall be held on the third Wednesday of November, 1980.

Regular annual meetings, subsequent to 1980, shall be held on the third Wednesday of June of each succeeding year, if not a legal holiday, and if a legal holiday, then on the next secular day following.

The date of such annual meeting may be changed by the Board provided notice is given pursuant to Article VI hereof.

Section 5. Special Meetings:

(a) Special meetings of the members for any purpose or purposes, unless otherwise prescribed by statute or by the Articles of Incorporation, may be called by the President and shall be called by the President or Secretary at the request, in writing, of ten percent (10%) of the members. Such request shall state the purpose or purposes of the proposed meeting.

(b) Written notice of a special meeting of members shall be in accordance with the provisions of Article VI, Section 1, as set forth hereinafter.

(c) Business transacted at all special meetings shall be confined to the objects stated in the notice thereof.

Section 6. Right to Vote: At any meeting of the members, every member having the right to vote shall be entitled to vote in person or by proxy. Such proxy shall only be valid for such meeting or subsequent adjourned meeting thereof.

Section 7. Vote Required to Transact Business: When a quorum is present at any meeting, the majority of the vote of the membership present in person or represented by written proxy shall decide any question brought before the meeting, unless the question is one upon which, by express provision of the Florida Statutes, the Declaration of Condominium, the Articles of Incorporation, or these By-laws, a different vote is required, in which case, such express provision shall govern and control the decision of such question.

Section 8. Quorum: Fifty-one percent (51%) of the total number of members of the corporation present in person or represented by written proxy shall be requisite to and shall constitute a quorum at all meetings of the members for the transaction of business, except as otherwise provided by statute, by the Articles of Incorporation, by these By-laws, or by the Declaration of Condominium. If, however, such quorum shall not be present or represented at any meeting of the members, the members entitled to vote thereat, present in person or represented by written proxy, shall have the power to adjourn the meeting from time to time, without notice other than announcement at the meeting, until a quorum shall be present or represented. At such adjourned meeting at which a quorum shall be present or represented, any business may be transacted which might have been transacted at the meeting originally called. No person shall be designated to hold more than five (5) proxies for any purpose unless the condominium has been registered with the Securities and Exchange Commission. Each proxy must be executed in writing by the member of the corporation, or his duly authorized attorney-in-fact. No proxy shall be valid after the expiration of thirty (30) days from the date of its execution unless it shall have specified therein its duration.

Section 9. Waiver and Consent: Whenever the vote of members at a meeting is required or permitted by any provision of the Statutes, of the Articles of Incorporation or of these By-

Laws, or the Declaration of Condominium, to be taken in connection with any action of the corporation, the meeting and vote of members may be dispensed with if all of the members who have been entitled to vote upon the action if such meeting were held shall consent to such action being taken.

ARTICLE VI  
Notices

Section 1. The method of calling and summoning the unit owners to assemble at meetings, including annual meetings, shall require at least fourteen (14) days' written notice to each unit owner in advance of the meeting, and the posting at a conspicuous place on the condominium property of a notice of the meeting at least fourteen (14) days prior to said meeting. The notice of the annual meeting can be sent by mail to each unit owner and the post office certificate of mailing shall be retained as proof of such mailing and such mailing shall be deemed notice. The foregoing requirements as to meetings are not to be construed, however, to prevent unit owners from waiving notice of meetings or from acting by written agreement without meetings, as provided in these By-laws, the Declaration of Condominium, or the laws of the State of Florida.

Section 2. Service of Notice-Waiver: Whenever any notice is required to be given under the provisions of the Statute or the Articles of Incorporation or these By-laws, a waiver thereof in writing, signed by the person or persons entitled to such notice, whether before or after the time stated therein, shall be deemed the equivalent thereof.

ARTICLE VII  
Finances

Section 1. Fiscal Year: The fiscal year shall begin the first day of January of each year. The Board of Directors is expressly authorized to change this fiscal year at any time for the convenience of the corporation.

Section 2. Checks: All checks or demands for money and notes of the corporation shall be signed by any two of the following officers: President, Secretary or Treasurer, or by such officer or officers or such other person or persons as the Board of Directors may from time to time designate.

ARTICLE VIII  
Seal

The seal of the corporation shall have inscribed thereon the name of the corporation, the year of its organization, and the words "non-profit". Said seal may be used by causing it or a facsimile thereof to be impressed, affixed, reproduced or otherwise.

ARTICLE IX  
Escrow Account for Real Property Taxes

The Association shall have the option of allowing its individual members to account for the real property taxes on their condominium parcels by making payment therefor direct to the Tax Collector in and for Pinellas County, Florida; OR in the alternative, the Association shall provide for an escrow account for real property taxes in the following manner:

(a) There shall be established by the Treasurer in a local, federal savings and loan association, and maintained therein, a savings deposit account for the purpose of accumulating sufficient funds to pay individual real property taxes assessed for each condominium parcel.

(b) On the first day of each and every month, each condominium parcel owner may deposit with the Treasurer a sum that is determined by the Association to be calculated, upon a monthly basis for real property taxes for the year, and on the 20th day of November of each year, the Treasurer shall recalculate the said sums based upon the estimated or known yearly real property tax assessments in order to establish substantially correct escrow sums for the subsequent year.

(c) The Treasurer shall at all times maintain a current register containing, among other things, the name of each owner, together with his amount of escrow deposit paid in to the Association by said owner.

(d) Upon owner's receipt of the real property tax bill, he shall present same to the Treasurer for payment. Upon presentation, the Treasurer shall inform the owner of any tax deficiency in order to pay the said taxes and in the event of a deficiency, the owner shall deposit forthwith said deficiency sum with the Treasurer. The Treasurer shall, within three (3) days of presentation, cause a draft to be issued from the account in the amount of the tax bill payment to the taxing authority. In the event of an overage accumulated deposit or escrow funds by any owner, the Treasurer, upon owner's request, shall cause a draft to be issued from said account payable to the owner and deliver same to the owner, provided that overage may only be claimed during the months of November and December, and after said owner's current real property tax bill has been paid in full.

(e) In the event a condominium parcel owner does not present for payment a tax bill or evidence of a paid-in-full real property tax bill for his parcel on or before March 15th of each year, then the Treasurer shall, without notice, cause a draft to be issued from the escrow account in the sum of the tax bill, if the said owner has paid a like sum into the escrow account. In the event said owner does not have sufficient escrow funds on hand to pay said taxes, the Treasurer shall issue an assessment against said owner for any deficiency amount, which assessment shall be payable within three (3) days of notification of same, and which assessment shall constitute and be considered a special assessment pursuant to and enforceable under the terms, conditions, and covenants of the Declaration of Condominium and these By-laws.

(f) The requirements for payment of escrow deposit as hereinabove stated shall be considered a special assessment levied upon the individual condominium parcel owner which shall be enforceable upon the same terms and conditions wherein the owners default was for nonpayments of any assessment required to be paid pursuant to the Declaration of Condominium.

(g) Any interest earned on said escrow savings account shall be considered common surplus and be distributed in accordance with the Declaration of Condominium to those who have contributed to said escrow.

(h) Any condominium parcel owner required to establish a separate escrow tax account by an institutional mortgagee holding a mortgage upon his parcel shall not be required to deposit to escrow funds as hereinafter set forth, provided the Treasurer is in receipt of a letter from said institution to the effect that said tax escrow account is being maintained in accordance with said institution's rules and regulations.

(i) Each condominium unit owner shall be entitled to any benefits realized from homestead exemption for purposes of any State and County real property taxes pro rata to his ownership of the said common elements, as more particularly set

forth in the said Declaration of Condominium, only in the event the condominium parcel owner qualifies for said homestead exemption.

(j) However, whichever option the Association approves by a fifty-one percent (51%) vote of its membership shall be controlling on all members.

ARTICLE X  
House Rules

In addition to the other provisions of these By-laws, the following house rules and regulations, together with such additional rules and regulations as may be hereafter adopted by the Board of Directors, shall govern the use of the condominium units located on the property, and the conduct of all residents thereof:

(a) The condominium units shall be used for residential purposes only.

(b) Owners shall not use or permit the use of their premises in any manner which would be disturbing or be a nuisance to other owners, or in such a way as to be injurious to the reputation of the property.

(c) The use of the condominium units shall be consistent with existing law and these restrictions, and so long as such does not constitute a nuisance.

(d) Condominium units may not be used for business use or for any commercial use whatsoever.

(e) Common elements shall not be obstructed, littered, defaced or misused in any manner.

(f) No structural changes or alterations shall be made in any unit, except upon approval of the Board of Directors.

(g) Parking spaces may be used in accordance with the assignments made from time to time by the Association.

(h) Owners in the walking of their dogs or cats shall only use the area so designated as walking areas. The walking of pets shall be strictly prohibited on any other portion of the condominium property.

ARTICLE XI  
Default

Section 1. Foreclosure:

(a) In the event an owner of a condominium parcel does not pay the sums, charges or assessments required to be paid to the corporation, the corporation, acting on its own behalf, or through the Board of Directors or manager acting on behalf of the corporation, may foreclose the lien encumbering the condominium parcel created by nonpayment of the required monies in the same fashion as mortgage liens are foreclosed and in accordance with Section 718.116 of the Florida Statutes.

(b) The corporation shall be entitled to the appointment of a Receiver if it so requests. The corporation shall have the right to bid on the condominium parcel at a foreclosure sale and to acquire, hold, mortgage and convey the same. In lieu of foreclosure of its lien, the corporation may, through its Board of Directors, or manager acting in behalf of the corporation, or in its own behalf, bring suit to recover a

money judgment for sums, charges or assessments required to be paid to the corporation without waiving its lien securing same. In any action, either to foreclose its lien or to recover a money judgment brought by or on behalf of the corporation against a condominium parcel owner, the losing litigant shall pay the costs thereof, together with a reasonable attorney's fee.

(c) If an action of foreclosure is brought against the owner of a condominium parcel for the nonpayment of monies due the corporation and as a result thereof the interest of the said owner in and to such condominium parcel is sold, then at the time of such sale, the condominium parcel owner's membership shall be cancelled and membership shall be issued to the purchaser at the foreclosure sale.

(d) If the corporation becomes the owner of the condominium parcel by reason of foreclosure, it shall offer said unit for sale and at such time as a sale is consummated, it shall deduct from such proceeds all sums of money due it for monthly assessments and charges, all costs incurred in the bringing of the foreclosure suit, including reasonable attorney's fees, and all expenses incurred in the resale of the condominium parcel, which shall include, but not be limited to, advertising expenses, real estate brokerage fees and expenses necessary for the repairing and refurbishing of the condominium parcel in question. All monies remaining after deducting the foregoing items of expense shall be returned to the former owner of the condominium parcel in question.

#### Section 2. Injunction:

(a) In the event of violation of the provisions of the enabling Declaration of Condominium, Articles of Incorporation or restrictions of these By-laws, as the same are now or may hereafter be constituted, the corporation, on its own behalf, may bring appropriate action to enjoin such violation or to enforce the provisions of the documents just hereinabove enumerated, or sue for damages or take all such courses of action at the same time, or for such other legal remedy it may deem appropriate.

(b) In the event legal action is brought against a condominium parcel owner, the losing litigant shall pay the other party's reasonable attorney's fee and court costs. Each owner of a condominium parcel, for himself, his heirs, successors and assigns, agrees to the foregoing provisions relating to default and abatement of nuisance, regardless of the harshness of the remedy available to the corporation and regardless of the availability of the other equally adequate legal procedures.

(c) It is the intent of all owners of condominium parcels to give to the corporation a method of procedure which will enable it at all times to operate on a businesslike basis, to collect those monies due and owing it from owners of condominium parcels and to preserve each owner's right to enjoy his condominium unit free from unreasonable restraint and nuisance.

#### ARTICLE XII Liability in Excess of Insurance Coverage

In any legal action in which the Association may be exposed to liability in excess of insurance coverage protecting it and the unit owners, the Association shall give notice of the exposure within a reasonable time to all unit owners who may be exposed to the liability and they shall have the right to intervene and defend.

A copy of each insurance policy obtained by the Association shall be made available for inspection by unit owners at reason-

nable times.

ARTICLE XIII  
Registers

Section 1. The Secretary of the corporation shall maintain a register in the corporate office showing the names and the addresses of members.

Section 2. Any application for the transfer of membership or for a conveyance of interest in a condominium parcel or a lease or sublease of a condominium parcel shall be subject to an application fee not to exceed Fifty and no/100 (\$50.00) Dollars to cover costs that may be incurred by the ASSOCIATION.

Section 3. The corporation shall maintain a suitable register of the recording of pledged or mortgaged condominium parcels. Any pledgee or mortgagee of a condominium parcel may, but is not obligated to, notify the corporation in writing of the pledge or mortgage. In the event notice of default is given any member, under an applicable provision of these By-laws, the Articles of Incorporation, or the Declaration, a copy of such notice shall be mailed to the registered pledgee or mortgagee.

ARTICLE XIV  
Surrender

In the event of the legal termination of a membership and of the occupancy rights thereunder, the member or any other person or persons in possession by or through the right of the member, shall promptly quit and surrender the owned unit to the corporation in good repair, ordinary wear and tear and damage by fire or other casualty excepted, and the corporation shall have the right to re-enter and to repossess the owned unit. The member, for himself, and any successor in interest, by operation of law or otherwise, hereby waives any and all notice and demand for possession if such be required by the laws of Pinellas County, the State of Florida, or the United States of America.

ARTICLE XV  
Amendment of By-Laws

The By-Laws of the corporation may be altered, amended or repealed unless specifically prohibited herein, at any regular or special meeting of the members by a three-fourths (3/4) vote of all members of the corporation, unless a contrary vote is required pursuant to the Articles of Incorporation or the Declaration of Condominium, and provided that notice of said membership meeting has been given in accordance with these By-laws and that the notice as aforesaid contained a full statement of the proposed amendment. No modification or amendment to these By-laws shall be valid unless set forth or annexed to a duly recorded amendment to the Declaration of Condominium. Notwithstanding anything to the contrary herein, no amendment may be made to these By-laws of the Association or the Articles of Incorporation which affects the rights and privileges provided to the Developer without the consent of the Developer.

ARTICLE XVI  
Construction

Whenever the masculine singular form of the pronoun is used in these By-laws, it shall be construed to mean the masculine, feminine or neuter, singular or plural, whenever the context so requires.

Should any of the covenants therein imposed be void or become unenforceable at law or in equity, the remaining provisions of this instrument shall, nevertheless, be and remain in full force and effect.



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O.R. 5151 PAGE 2114

AMENDMENT TO DECLARATION  
OF CONDOMINIUM OWNERSHIP  
 OF  
BORDEAUX VILLAGE CONDOMINIUM NO. 2  
(PHASE I)  
ADDING PHASE V,

SOUND SOUTH, INC., a corporation existing under the laws of the State of Florida (hereinafter referred to as the "Developer") hereby makes the following AMENDMENT TO THE DECLARATION OF CONDOMINIUM OWNERSHIP OF BORDEAUX VILLAGE CONDOMINIUM NO. 2 (PHASE I), recorded in Official Records Book 5040, Pages 1272 through 1335, inclusive, of the Public Records of Pinellas County, Florida hereinafter referred to as the "Original Declaration".

1. The purpose of this Amendment is to submit to condominium ownership a portion of the lands described in Exhibit "A" of said Original Declaration and all of the improvements located thereon pursuant to the provisions of Paragraphs 4 and 5 of said Original Declaration.
2. The following property is hereby submitted to the condominium form of ownership:
  - A. The lands lying and being situate in Pinellas County, Florida, as are more particularly described in Exhibit "A" attached hereto, subject to the reservations, restrictions and easements of record; and
  - B. One (1) residential building containing eight (8) condominium units constructed on the aforescribed lands.
3. The condominium units and all other improvements constructed on the property being submitted to condominium ownership herewith are set forth in detail in Exhibit "A", attached hereto and made a part hereof. Each condominium unit is described in said plan in such a manner that there can be determined therefrom the identification, location, dimensions and size of each unit, as well as any limited common elements and the common elements appurtenant thereto.
4. To carry out the intent of the Developer, pursuant to the Original Declaration and to fulfill the objective of the said Original Declaration as agreed to by each condominium parcel owner, the Developer does hereby grant, release and quit claim to the record owners of each of the condominium parcels in whom title is vested in accordance with the Original Declaration as of the ownership of the common elements, in and to the land described in Exhibit "A" attached hereto in accordance with the provisions of Paragraph 10 of said Original Declaration. The purpose of this grant and quit claim is to accomplish the objectives of the Original Declaration and to fulfill the law of conveyancing in order to vest in the record owners of units situated on the land originally submitted to condominium ownership a share in the ownership of the common elements of the land and improvements being submitted to condominium ownership herewith.
5. It is the further purpose of this Amendment to effectuate the automatic conversion of ownership of all common elements in BORDEAUX VILLAGE CONDOMINIUM NO. 2 PHASE I and all subsequent phases submitted to condominium ownership to the

Condominium plats pertaining hereto are filed in Condominium Plat Book 48, pages 5 through 6.  
 "Original Condominium Plats pertaining hereto are filed in Condominium Plat Book 42, Pages 101 & 102."

Returns pending for pickup

The Instrument Presented By ~~AMERICAN~~  
 D. MICHAEL SPENTS OF  
 8000 G. Ross, Hastings, Dent & Campbell  
 ATTORNEYS AT LAW  
 P. O. BOX 4100  
 900 TYRONE BOULEVARD  
 ST. PETERSBURG, FL 33744

Law Offices  
 Ballaghin, Ross, Hastings, Dent and Campbell  
 National Trust Bank of Florida Building  
 980 Tyrone Boulevard  
 Post Office Box 41100  
 St. Petersburg, Florida 33744  
 Telephone (813) 341-2300

REC'D  
 CLERK OF COUNTY CLERK  
 FEB 20 3 47 PM '81

adjusted percentages as set forth in Paragraph 10 of said Original Declaration. Upon completion of Phase V (8 units) recordation of this Amendment, each unit in Phases I, II, III, IV and V, shall have an undivided share in the ownership of the common elements and the common surplus equal to one forty-second (1/42) of one hundred percent. This percentage interest in the ownership of the common elements and the common surplus shall be ascertained by dividing one hundred percent (100%) (numerator) by the total number of units in Phases I through V (42) (denominator); the resulting figure being the undivided percentage of ownership of the common elements and the common surplus attributable to each unit in Phases I through V.

IN WITNESS WHEREOF, SOUND SOUTH, INC. has caused these presents to be executed in its name by its properly authorized officers and its corporate seal to be affixed hereto, this 19th day of FEBRUARY, 1981.

WITNESSES:

SOUND SOUTH, INC.

Margaret A. Chester  
Stephen L. Doolley  
(Corporate Seal)

BY: Fred B. Bullard, Jr.  
FRED B. BULLARD, JR.  
President



STATE OF FLORIDA )  
                          ) ss.  
COUNTY OF PINELLAS)

BEFORE ME, the undersigned authority, personally appeared FRED B. BULLARD, JR., President of SOUND SOUTH, INC., to me well known and known to me to be the person described in and who executed the foregoing instrument and acknowledged that execution thereof to be his free act and deed as such officer, for the uses and purposes therein mentioned; and that he attixed thereto the official seal of said corporation and the said instrument is the act and deed of said corporation.

WITNESS my hand and official seal at St. Petersburg, Pinellas County, Florida, this 19 day of February, 1981.

Stephen J. Finkbeiner  
Notary Public  
My Commission Expires:

Notary Public, State of Florida at Large  
My Commission Expires NOV. 16, 1983

*Law Office*  
*Butterfield, Ross, Hastings, Lewis and Campbell*  
*National Trust Bank of Florida Building*  
*980 Tyrone Boulevard*  
*Post Office Box 41100*  
*St. Petersburg, Florida 33747*  
*Telephone (813) 381-2301*

JOINDER OF MORTGAGEE

THE ROYAL BANK OF CANADA, a Canadian Banking Corporation, herein called "Mortgagee", the owner and holder of a mortgage encumbering, in part, the property described in Exhibit "A", hereto, which mortgage is dated October 3, 1979, and was filed the 4th day of October, 1979, in O.R. Book 4922, Page 1806, as Clerk's Instrument Number 79168836, Public Records of Pinellas County, Florida, to the extent that it may be required to do so under the laws of the State of Florida, joins in the making of the foregoing AMENDMENT TO DECLARATION OF CONDOMINIUM OWNERSHIP OF BORDEAUX VILLAGE CONDOMINIUM NO. 2 (PHASE I) ADDING PHASE V and the Mortgagee agrees that the lien of said mortgage shall hereafter be upon each and every parcel and common elements appurtenant thereto set forth and referred to in said Declaration of Condominium Ownership.

Signed, Sealed and Delivered  
in the Presence of:

THE ROYAL BANK OF CANADA

Maria Repolista

BY: [Signature]  
Its Managing Accounts

Sally Macaulay

Attest: [Signature]  
Its Representative  
(Corporate Seal)

STATE OF NEW YORK  
COUNTY OF NASSAU ) ss.

BEFORE ME, the undersigned authority, personally appeared G.C. MacIvor and J. Crull, respectively of THE ROYAL BANK OF CANADA, who acknowledged before me that they, as officers of said corporation, executed this Joinder of Mortgagee and that the same is the act and deed of said corporation.

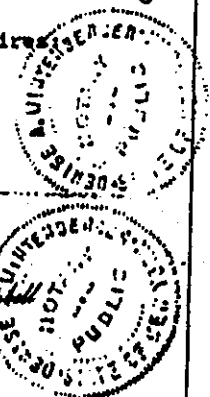
IN WITNESS WHEREOF, I have hereunto set my hand and official seal this 11<sup>th</sup> day of February, 1981.

[Signature]  
Notary Public

My Commission Expires

ROBERT J. WINTERBERGER  
NOTARY PUBLIC, State of New York  
No. 484130  
Qualified in Nassau County  
Commission Expires March 30, 1981

(SEAL)

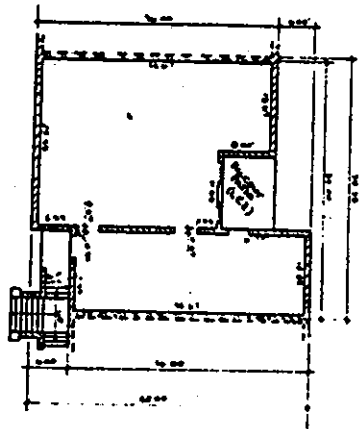


Law Office  
Battaglia, Piss, Turizzo, Hastings, Dims and Campbell  
National Trust Bank of Florida Building  
380 Lyons Boulevard  
Post Office Box 41100  
St. Petersburg, Florida 33743  
Telephone (813) 381-3300

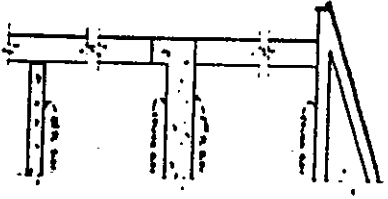


FOOR IS JAWWMENT IS POOR

**BORDEAUX VILLAGE CONDOMINIUM, NO 2, PHASE Y**

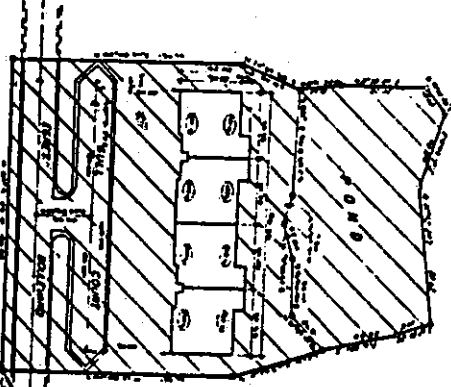


TYPICAL UNIT 2'



TYPICAL ELEVATION

NOTES:  
 1. All dimensions are in feet and inches.  
 2. All walls are 8" thick concrete masonry units.  
 3. All floors are 4" thick concrete on 2" thick sand.  
 4. All ceilings are 12" thick concrete on 2" thick sand.  
 5. All doors are 2 1/2" thick solid wood.  
 6. All windows are 2 1/2" thick solid wood.  
 7. All stairs are 8" thick concrete on 2" thick sand.  
 8. All stairs are 12" wide.  
 9. All stairs are 12" high.  
 10. All stairs are 12" deep.



UNIT TABLE

UNIT	NO.	AREA	TYPE	NO.	AREA	TYPE
1	1	1,200	1	1	1,200	1
2	2	1,200	1	2	1,200	1
3	3	1,200	1	3	1,200	1
4	4	1,200	1	4	1,200	1
5	5	1,200	1	5	1,200	1
6	6	1,200	1	6	1,200	1
7	7	1,200	1	7	1,200	1
8	8	1,200	1	8	1,200	1
9	9	1,200	1	9	1,200	1
10	10	1,200	1	10	1,200	1
11	11	1,200	1	11	1,200	1
12	12	1,200	1	12	1,200	1
13	13	1,200	1	13	1,200	1
14	14	1,200	1	14	1,200	1
15	15	1,200	1	15	1,200	1
16	16	1,200	1	16	1,200	1
17	17	1,200	1	17	1,200	1
18	18	1,200	1	18	1,200	1
19	19	1,200	1	19	1,200	1
20	20	1,200	1	20	1,200	1

UNIT 20 (1st 600)

UNIT 19 (1st 600)

UNIT 18 (1st 600)

UNIT 17 (1st 600)

UNIT 16 (1st 600)

UNIT 15 (1st 600)

UNIT 14 (1st 600)

UNIT 13 (1st 600)

UNIT 12 (1st 600)

UNIT 11 (1st 600)

UNIT 10 (1st 600)

UNIT 9 (1st 600)

UNIT 8 (1st 600)

UNIT 7 (1st 600)

UNIT 6 (1st 600)

UNIT 5 (1st 600)

UNIT 4 (1st 600)

UNIT 3 (1st 600)

UNIT 2 (1st 600)

UNIT 1 (1st 600)

Rec 7.00  
Int 2.00  
Yct

RECORDED  
PINELLAS CO FLORIDA  
Katherine S. De Blahney  
CLERK CIRCUIT COURT

81010080

O.R. 5138 PAGE 1516

JUN 21 7 26 PM '81

AMENDMENT TO DECLARATION  
OF CONDOMINIUM OWNERSHIP  
OF  
BORDEAUX VILLAGE CONDOMINIUM NO. 2

SOUND SOUTH, INC., a corporation existing under the laws of the State of Florida, hereinafter referred to as the "Developer", hereby makes the following AMENDMENT TO THE DECLARATION OF OWNERSHIP OF BORDEAUX VILLAGE CONDOMINIUM NO. 2 recorded in O.R. Book 5040, pages 1272 through 1335, inclusive, of the Public Records of Pinellas County, Florida, hereinafter referred to as the "Original Declaration".

W I T N E S S E T H :

WHEREAS, said Developer caused to be recorded among the Public Records of Pinellas County, Florida that certain DECLARATION OF CONDOMINIUM OWNERSHIP OF BORDEAUX VILLAGE CONDOMINIUM NO. 2, as described hereinabove; and

WHEREAS, said Original Declaration provides in paragraph 5 in part that the Developer retained the right to modify the legal descriptions and plot plans of the additional phases prior to submitting the same to condominium ownership without consent thereto by the Association or unit owners other than the Developer and that any such modification shall be binding upon the owners of all units previously submitted to condominium ownership; and

WHEREAS, the Developer desires to amend the legal description of Phase V as described in Exhibits "A" and "B" to said Declaration.

NOW, THEREFORE, the Developer hereby amends the last legal description contained in Exhibit "A" of said Declaration (Phase V), as recorded in O.R. Book 5040, page 1295 and the legal description of Phase V contained in Exhibit "B" to said Original Declaration as recorded in O.R. Book 5040, page 1296 to read as follows:

A parcel of land lying, situated and being in Section 2, Township 30 South, Range 16 East, Pinellas County, Florida, being more particularly described as follows:

Commence at the Southeast corner of said Section 2; thence run North 00°22'35" East along the Easterly section line of said Section 2, 523.78 feet to the intersection with the Southerly boundary of Sound South Unit 1 as recorded in Plat Book 77, pages 87 and 88 of the Public Records of Pinellas County, Florida; thence along the Southerly boundary of Sound South Unit 1 and the Southerly boundary of Sound Sound Unit 2 as recorded in Plat Book 79, pages 47 and 48 of the Public Records of Pinellas County, Florida, and an extension thereof; North 89°51'23" West, 696.42 feet to the POINT OF BEGINNING; thence from said POINT OF BEGINNING continue North 89°51'23" West, 184.00 feet; thence North 00°08'37" East, 136.79 feet; thence North 20°35'38".

ATTORNEYS AT LAW  
P. O. BOX 41100  
380 TYRONE BOULEVARD  
ST. PETERSBURG, FL 33714

Law Offices  
Rattapin, Roth, Hastings, Dims and Campbell  
National Trust Bank of Florida Building  
380 Tyrone Boulevard  
Post Office Box 41100  
St. Petersburg, Florida 33714  
Telephone (813) 381-2300

East, 36.63 feet; thence North 06°50'64" West, 25.18 feet; thence North 01°08'45" East, 50.00 feet; thence South 53°44'46" West, 18.60 feet; thence South 73°53'12" East, 46.84 feet; thence North 82°52'04" East, 80.62 feet; thence South 21°48'05" East, 21.54 feet; thence South 11°49'17" East, 43.93 feet; thence South 16°24'47" East, 57.07 feet; thence South 00°08'37" West, 136.79 feet to the POINT OF BEGINNING.

All other terms and conditions of said Original Declaration and any prior amendments thereto not specifically amended herein, shall remain in full force and effect.

IN WITNESS WHEREOF, SOUTH SOUTH, INC., has caused these presents to be executed in its name by its properly authorized officers and its corporate seal to be affixed hereto, this 21 day of January, 1981.

Signed, Sealed and Delivered in the presence of: SOUND SOUTH, INC.

*[Signature]*  
*[Signature]*

By: *[Signature]*  
Fred B. Bullard, Jr., President  
(corporate seal)

STATE OF FLORIDA )  
COUNTY OF PINELLAS )

BEFORE ME, the undersigned personally appeared FRED B. BULLARD, JR., President of SOUND SOUTH, INC., to me well known and known to me to be the individual described in and who executed the foregoing Amendment and acknowledged that execution thereof to be his free act and deed as such officer, for the purposes therein mentioned; and that he affixed thereto the official seal of said corporation and said instrument is the act and deed of said corporation.

WITNESS my hand and official seal at Pinellas County, Florida, this 21 day of January, 1981.

*[Signature]*  
Notary Public  
My Commission Expires 11/15/81  
NOTARY PUBLIC STATE OF FLORIDA - AT Pinellas  
MY COMMISSION EXPIRES 11/15/81  
BONDED thru GENERAL INS. UNDERWRITERS

Law Office  
Battaglia, Rice, Hastings, Duns and Campbell  
National Trust Bank of Florida Building  
950 Tyrone Boulevard  
Post Office Box 4400  
St. Petersburg, Florida 33763  
Telephone (813) 381-2300

80161409

AMENDMENT TO DECLARATION  
OF CONDOMINIUM OWNERSHIP  
OF  
BORDEAUX VILLAGE CONDOMINIUM NO. 2  
(PHASE I)  
ADDING PHASE IV

Oct 13 11 55 AM '80

40 Rec 19.00  
41 St  
42 Sur  
43 Int  
Tot 19.00

Condominium plats pertaining hereto are filed in Condominium Plat Book 45, pages 35 through 37 incl.

Original Condominium Plats pertaining hereto are filed in Condominium Plat Book 42, Page 1016102 incl.

SOUND SOUTH, INC., a corporation existing under the laws of the State of Florida, hereinafter referred to as the "Developer", hereby makes the following AMENDMENT TO THE DECLARATION OF OWNERSHIP OF BORDEAUX VILLAGE CONDOMINIUM NO. 2 (PHASE I) recorded in O.R. Book 5040, Pages 1272 through 1335, inclusive, of the Public Records of Pinellas County, Florida, hereinafter referred to as the "Original Declaration".

1. The purpose of this Amendment is to submit to condominium ownership a portion of the lands described in Exhibit "A" of said Original Declaration and all of the improvements located thereon pursuant to the provisions of Paragraphs 4 and 5 of said Original Declaration.

2. The following property is hereby submitted to the condominium form of ownership:

A. The lands lying and being situate in Pinellas County, Florida, as are more particularly described in Exhibit "A" attached hereto, subject to the reservations, restrictions and easements of record; and

B. One (1) residential building containing nine (9) condominium units constructed on the aforescribed lands.

3. The condominium units and all other improvements constructed on the property being submitted to condominium ownership herewith are set forth in detail in Exhibit "A", attached hereto and made a part hereof. Each condominium unit is described in said plan in such a manner that there can be determined therefrom the identification, location, dimensions and size of each unit, as well as any limited common elements and the common elements appurtenant thereto.

4. To carry out the intent of the Developer, pursuant to the Original Declaration and to fulfill the objective of the said Original Declaration as agreed to by each condominium parcel owner, the Developer does hereby grant, release and quit claim to the record owners of each of the condominium parcels in whom title is vested in accordance with the Original Declaration as of the ownership of the common elements, in and to the land described in Exhibit "A" attached hereto in accordance with the provisions of paragraph 10 of said Original Declaration. The purpose of this grant and quit claim is to accomplish the objectives of the Original Declaration and to fulfill the law of conveyancing in order to vest in the record owners of units situated on the land originally submitted to condominium ownership a share in the ownership of the common elements of the land and improvements being submitted to condominium ownership herewith.

5. It is the further purpose of this Amendment to effectuate the automatic conversion of ownership of all common elements in BORDEAUX VILLAGE CONDOMINIUM NO. 2 PHASE I and all

Prepared By AND TO BE RETURNED TO:

WALTER SISKIERS of  
BANKER TRUST COMPANY, Trustee & Counsel  
27 TOWERS ST. N.Y.  
P.O. BOX 41100  
300 TRINITY BLDG  
ST. PETERSBURG, FL 33743

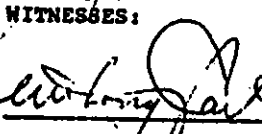

Law Office  
Ballaglio, Ross, Torizzo, Hastings, Davis and Campbell  
National Trust Bank of Florida Building  
300 Tyrone Boulevard  
Post Office Box 41100  
St. Petersburg, Florida 33743  
Telephone (813) 381-3300


4 of 4



subsequent phases submitted to condominium ownership to the adjusted percentages as set forth in Paragraph 10 of said Original Declaration. Upon completion of Phase IV (9 units) and recordation of this Amendment, each unit in Phases I, II, III and IV shall have an undivided share in the ownership of the common elements and the common surplus equal to one thirty-fourth (1/34) of one hundred percent. This percentage interest in the ownership of the common elements and the common surplus shall be ascertained by dividing one hundred percent (100%) (numerator) by the total number of units in Phases I through IV (34) (denominator); the resulting figure being the undivided percentage of ownership of the common elements and the common surplus attributable to each unit in Phases I through IV.

IN WITNESS WHEREOF, SOUND SOUTH, INC. has caused these presents to be executed in its name by its properly authorized officer and its corporate seal to be affixed hereto, this 9 day of October, 1980.

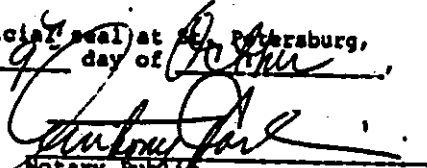
WITNESSES:  
  
  
(Corporate Seal)

SOUND SOUTH, INC.  
BY   
FRED B. BULLARD, JR.  
President

STATE OF FLORIDA )  
                          ) ss.  
COUNTY OF PINELLAS)

BEFORE ME, the undersigned authority, personally appeared FRED B. BULLARD, JR., President of SOUND SOUTH, INC., to me well known and known to me to be the person described in and who executed the foregoing instrument and acknowledged that execution thereof to be his free act and deed as such officer, for the uses and purposes therein mentioned; and that he affixed thereto the official seal of said corporation and the said instrument is the act and deed of said corporation.

WITNESS my hand and official seal at St. Petersburg, Pinellas County, Florida, this 9 day of October, 1980.

  
Notary Public  
My Commission Expires:  
Notary Public, State of Florida at Large  
My Commission Expires 12/31/82

Law Office  
Ballaglin, Ross, Tooligo, Hastings, Dims and Campbell  
National Trust Bank of Florida Building  
930 Tyrone Boulevard  
Post Office Box 41100  
St. Petersburg, Florida 33743  
Telephone (813) 381-2300

JOINDER OF MORTGAGEE

THE ROYAL BANK OF CANADA, a Canadian Banking Corporation, herein called "Mortgagee", the owner and holder of a mortgage encumbering, in part, the property described in Exhibit "A", hereto, which mortgage is dated October 3, 1979, and was filed the 4th day of October, 1979, in O.R. Book 4922, Page 1806, as Clerk's Instrument Number 79168836, Public Records of Pinellas County, Florida, to the extent that it may be required to do so under the laws of the State of Florida, joins in the making of the foregoing AMENDMENT TO DECLARATION OF CONDOMINIUM OWNERSHIP OF BORDEAUX VILLAGE CONDOMINIUM NO. 2 (PHASE I) ADDING PHASE IV and the Mortgagee agrees that the lien of said mortgage shall hereafter be upon each and every parcel and common elements appurtenant thereto set forth and referred to in said Declaration of Condominium Ownership.

Signed,  and Delivered  
in the Presence of:

THE ROYAL BANK OF CANADA

Deane J. Wiskulberg BY: [Signature]  
Its Manager, Corporate Accounts

Katherine Baker Attest: [Signature]  
Its Credit Analyst

STATE OF NEW YORK)  
NEW YORK) ss.  
COUNTY OF  )

BEFORE ME, the undersigned authority, personally appeared Gordon C. MacIver and [Signature], respectively of THE ROYAL BANK OF CANADA, who acknowledged before me that they, as officers of said corporation, executed this Joinder of Mortgagee and that the same is the act and deed of said corporation.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal this 10<sup>th</sup> day of October, 1980.

Deane J. Wiskulberg  
Notary Public

My Commission Expires

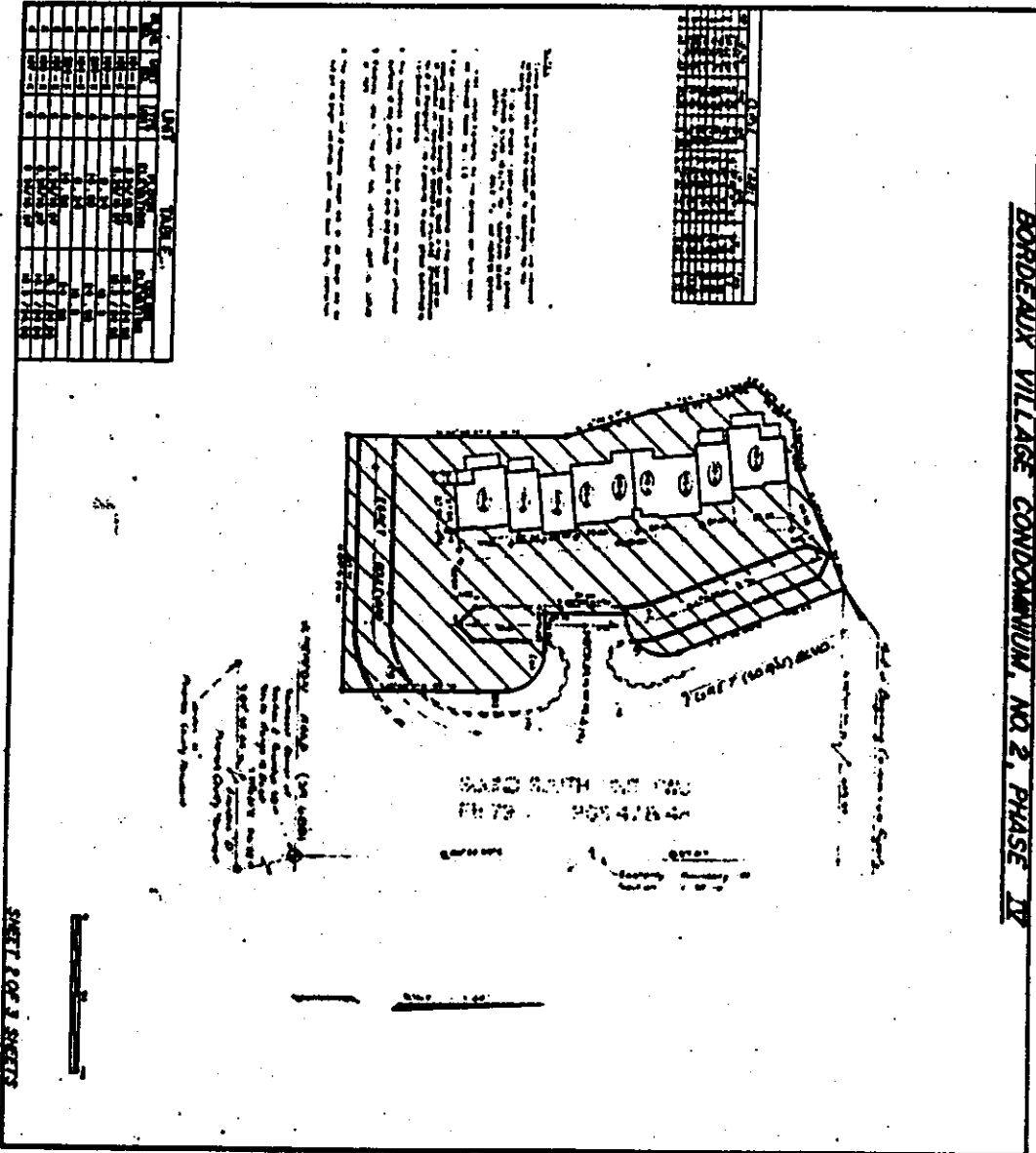
(SEAL)  
DEANE J. WISKULBERG  
NOTARY PUBLIC, State of New York  
No. 4994180  
Qualified in Monroe County  
Commission Expires March 30, 1982



Law Office  
Battaglia, Ross, Fortizzo, Hastings, Davis and Campbell  
National Trust Bank of Florida Building  
980 Lyons Boulevard  
Post Office Box 41100  
St. Petersburg, Florida 33743  
Telephone (813) 331-3300



D.P. 5090 PAGE 822

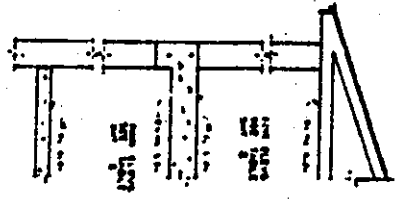
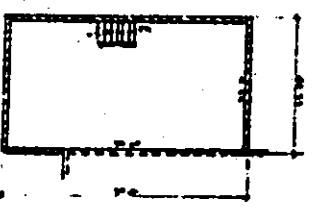
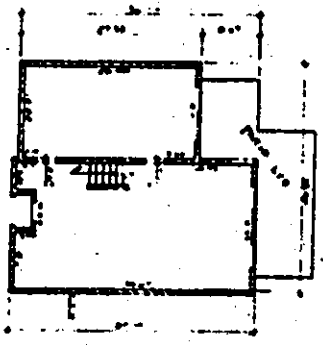
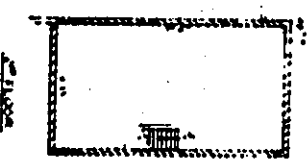
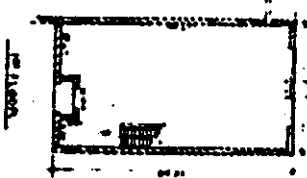
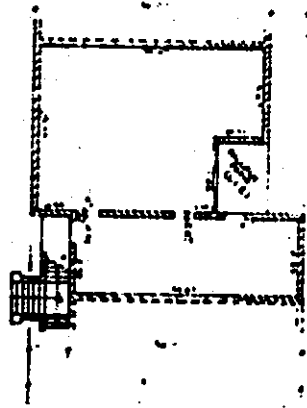


BORDEAUX VILLAGE CONDOMINIUM, NO. 2, PHASE IV

THE ORIGINAL OF THIS INSTRUMENT IS KEPT AT THE OFFICE OF THE REGISTER OF DEEDS

O.R. 5090 MBE 823

BOURBON VILLAGE CONDOMINIUM, NO. 2, PHASE II



SHEET 3 OF 3 SHEETS

40 Cash 11 Chg  
 40 R-c 17.00  
 41 DS  
 42 In  
 43 Tel 19.00

80137118

O.R. 5070 PAGE 1302

AMENDMENT TO DECLARATION  
OF CONDOMINIUM OWNERSHIP  
 OF  
BORDEAUX VILLAGE CONDOMINIUM NO. 2  
(PHASE I)  
ADDING PHASE III

SOUND SOUTH, INC., a corporation existing under the laws of the State of Florida, hereinafter referred to as the "Developer", hereby makes the following AMENDMENT TO THE DECLARATION OF OWNERSHIP OF BORDEAUX VILLAGE CONDOMINIUM NO. 2 (PHASE I) recorded in O.R. Book 5040, Pages 1272 through 1335, inclusive, of the Public Records of Pinellas County, Florida, hereinafter referred to as the "Original Declaration".

Condominium plats pertaining hereto are filed in Condominium Plat Book 44, pages 55 through 57 64-8.

1. The purpose of this Amendment is to submit to condominium ownership a portion of the lands described in Exhibit "A" of said Original Declaration and all of the improvements located thereon pursuant to the provisions of Paragraphs 4 and 5 of said Original Declaration.

2. The following property is hereby submitted to the condominium form of ownership:

A. The lands lying and being situate in Pinellas County, Florida, as are more particularly described in Exhibit "A" attached hereto, subject to the reservations, restrictions and easements of record; and

B. One (1) residential building containing seven (7) condominium units constructed on the aforescribed lands.

3. The condominium units and all other improvements constructed on the property being submitted to condominium ownership herewith are set forth in detail in Exhibit "A", attached hereto and made a part hereof. Each condominium unit is described in said plan in such a manner that there can be determined therefrom the identification, location, dimensions and size of each unit, as well as any limited common elements and the common elements appurtenant thereto.

4. To carry out the intent of the Developer, pursuant to the Original Declaration and to fulfill the objective of the said Original Declaration as agreed to by each condominium parcel owner, the Developer does hereby grant, release and quit claim to the record owners of each of the condominium parcels in whom title is vested in accordance with the Original Declaration as of the ownership of the common elements, in and to the land described in Exhibit "A" attached hereto in accordance with the provisions of paragraph 10 of said Original Declaration. The purpose of this grant and quit claim is to accomplish the objectives of the Original Declaration and to fulfill the law of conveyancing in order to vest in the record owners of units situated on the land originally submitted to condominium ownership a share in the ownership of the common elements of the land and improvements being submitted to condominium ownership herewith.

5. It is the further purpose of this Amendment to effectuate the automatic conversion of ownership of all common elements in BORDEAUX VILLAGE CONDOMINIUM NO. 2 PHASE I and all

SEP 4 2 55 PM '80

PINELLAS COUNTY, FLORIDA  
 COUNTY CLERK'S OFFICE  
 100 W. WASHINGTON ST.  
 ST. PETERSBURG, FL 33713

*Law Office*  
*Ballagley, Reis, Forlizzo, Hastings, Davis and Campbell*  
*National Trust Bank of Florida Building*  
*380 Tyrone Boulevard*  
*Post Office Box 41100*  
*St. Petersburg, Florida 33713*  
*Telephone (813) 381-2300*

subsequent phases submitted to condominium ownership to the adjusted percentages as set forth in Paragraph 10 of said Original Declaration. Upon completion of Phase III (7 units) and recordation of this Amendment, each unit in Phases I, II and III shall have an undivided share in the ownership of the common elements and the common surplus equal to one twenty-fifth (1/25) of one hundred percent. This percentage interest in the ownership of the common elements and the common surplus shall be ascertained by dividing one hundred percent (100%) (numerator) by the total number of units in Phases I through III (25) (denominator); the resulting figure being the undivided percentage of ownership of the common elements and the common surplus attributable to each unit in Phases I through III.

IN WITNESS WHEREOF, SOUND SOUTH, INC. has caused these presents to be executed in its name by its properly authorized officer, and its corporate seal to be affixed hereto, this 29th day of August, 1980.

WITNESSES:

SOUND SOUTH, INC.

*[Handwritten signature]*

BY: *[Handwritten signature]*  
FRED B. BULLARD, JR.  
President

*[Handwritten signature]*  
(Corporate Seal)

STATE OF FLORIDA )  
                          ) ss.  
COUNTY OF PINELLAS)

BEFORE ME, the undersigned authority, personally appeared FRED B. BULLARD, JR., President of SOUND SOUTH, INC., to me well known and known to me to be the person described in and who executed the foregoing instrument and acknowledged that execution thereof to be his free act and deed as such officer, for the uses and purposes therein mentioned; and that he affixed thereto the official seal of said corporation and the said instrument is the act and deed of said corporation.

WITNESS my hand and official seal at St. Petersburg, Pinellas County, Florida, this 29th day of August, 1980.

*[Handwritten signature]*  
Notary Public  
My Commission Expires:

NOTARY PUBLIC STATE OF FLORIDA AT LARGE  
MY COMMISSION EXPIRES 11/27/84 11 27 AM  
SCHEIDT & BOYD, INC., UNCORPORATED

Law Office  
Battaglia, Ross, Turley, Hastings, Davis and Campbell  
National Trust Bank of Florida Building  
380 Tyrone Boulevard  
Post Office Box 41100  
St. Petersburg, Florida 33743  
Telephone (813) 381-3300

JOINDER OF MORTGAGEE

THE ROYAL BANK OF CANADA, a Canadian Banking Corporation, herein called "Mortgagee", the owner and holder of a mortgage encumbering, in part, the property described in Exhibit "A", hereto, which mortgage is dated October 3, 1979, and was filed the 4th day of October, 1979, in O.R. Book 4922, Page 1806, as Clerk's Instrument Number 79168836, Public Records of Pinellas County, Florida, to the extent that it may be required to do so under the laws of the State of Florida, joins in the making of the foregoing AMENDMENT TO DECLARATION OF CONDOMINIUM OWNERSHIP OF BORDEAUX VILLAGE CONDOMINIUM NO. 2 (PHASE I) ADDING PHASE III and the Mortgagee agrees that the lien of said mortgage shall hereafter be upon each and every parcel and common elements appurtenant thereto set forth and referred to in said Declaration of Condominium Ownership.

Signed, Sealed and Delivered  
in the Presence of:

THE ROYAL BANK OF CANADA

*[Signature]*

*[Signature]*

Its Manager, Corporate Accounts

*[Signature]*

Attest:

Its Regional Executive

(Corporate Seal)

STATE OF NEW YORK  
N.Y. ss.  
COUNTY OF NASSAU )

BEFORE ME, the undersigned authority, personally appeared G.C. MacIvor, Manager, Corporate Accounts and J.H.E. Bolduc, Regional Executive, respectively of THE ROYAL BANK OF CANADA, who acknowledged before me that they, as officers of said corporation, executed this Joinder of Mortgagee and that the same is the act and deed of said corporation.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal this 25th day of August, 1980.

*[Signature]*  
Notary Public

My Commission Expires

(SEAL) WILFRED THOMAS MAZDA  
Notary Public, State of New York  
Qualified in Suffolk County  
Commission Expires March 10, 1981

Law Office  
Rattaglen, Rice, Forde, Hastings, Dins and Campbell  
National Trust Bank of Florida Building  
330 Lyons Boulevard  
Post Office Box 41100  
St. Petersburg, Florida 33743  
Telephone (813) 381-3300



**BORDEAUX VILLAGE CONDOMINIUM, NO. 2, PHASE III**

**LEGAL DESCRIPTION**

A Parcel of Land, together and siting in Section 2, Township 2 North, Range 10 East, Pinellas County, Florida, being and containing approximately as follows: ...

**REGISTRATION**

That all and in each of the several parcels, ...

*[Handwritten signature]*

*[Handwritten signature]*

STATE OF FLORIDA  
COUNTY OF PINELLAS

I, the undersigned, being of full age and of legal mind, do hereby certify that the foregoing is a true and correct copy of the original record of the ...

**SURVEYOR'S CERTIFICATE**

The above-described land ...

*[Handwritten signature]*

*[Handwritten signature]*

**BORDEAUX VILLAGE CONDOMINIUM, NO. 2, PHASE III**

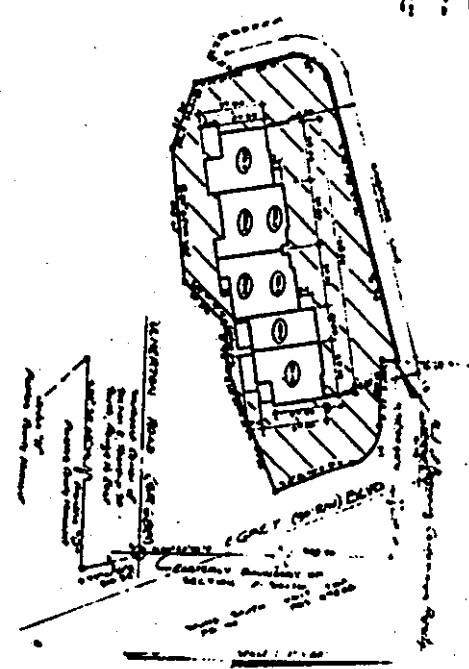
1. The units shown on this plan are to be constructed in accordance with the approved plans and specifications for the Bordeaux Village Condominium, No. 2, Phase III.

2. The units shown on this plan are to be constructed in accordance with the approved plans and specifications for the Bordeaux Village Condominium, No. 2, Phase III.

3. The units shown on this plan are to be constructed in accordance with the approved plans and specifications for the Bordeaux Village Condominium, No. 2, Phase III.

4. The units shown on this plan are to be constructed in accordance with the approved plans and specifications for the Bordeaux Village Condominium, No. 2, Phase III.

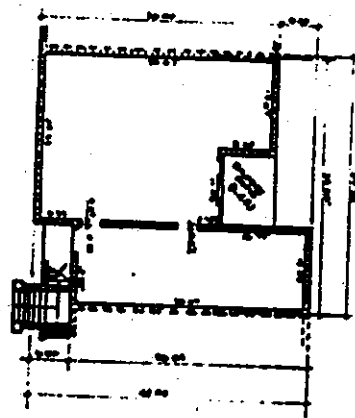
5. The units shown on this plan are to be constructed in accordance with the approved plans and specifications for the Bordeaux Village Condominium, No. 2, Phase III.



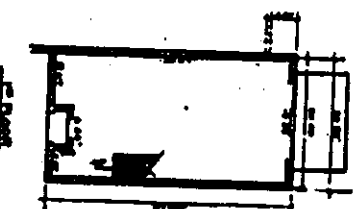
UNIT	TYPE	AREA	NO.
1	1 BR	750	1
2	1 BR	750	2
3	1 BR	750	3
4	1 BR	750	4
5	1 BR	750	5

UNIT	TYPE	AREA	NO.
1	1 BR	750	1
2	1 BR	750	2
3	1 BR	750	3
4	1 BR	750	4
5	1 BR	750	5

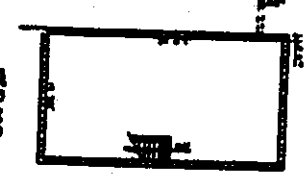
BONDEUX VILLAGE CONDOMINIUM, NO 2, PHASE III



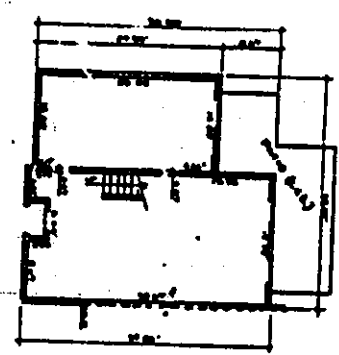
TYPICAL UNIT A



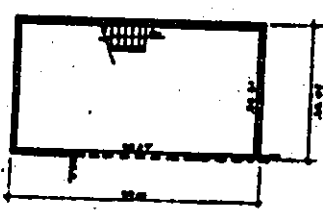
TYPICAL UNIT B



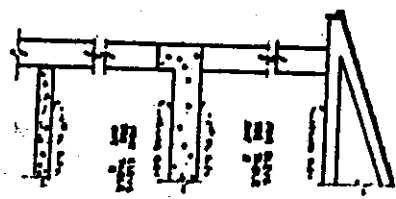
TYPICAL UNIT C



TYPICAL UNIT D



TYPICAL UNIT E



TYPICAL ELEVATION

Rec. 5/100  
St  
Cur  
Int  
Tot

80137116

O.R. 5070 PAGE 1297

SEP 4 2 53 PM '80

AMENDMENT TO DECLARATION  
OF CONDOMINIUM OWNERSHIP

OF  
BORDEAUX VILLAGE CONDOMINIUM NO. 2  
(PHASE I)  
ADDING PHASE II

01 Cash 11 Ctg  
40 Rec 16.00  
41 CS  
43 Int  
Tot 16.00

Condominium Plans pertaining hereto are filed  
in Condominium Plat Book 79, Pages 53  
through 54.

SOUND SOUTH, INC., a corporation existing under the laws of the State of Florida, hereinafter referred to as the "Developer", hereby makes the following AMENDMENT TO THE DECLARATION OF OWNERSHIP OF BORDEAUX VILLAGE CONDOMINIUM NO. 2 (PHASE I) recorded in O.R. Book 5040, Pages 1272 through 1335, inclusive, of the Public Records of Pinellas County, Florida, hereinafter referred to as the "Original Declaration".

1. The purpose of this Amendment is to submit to condominium ownership a portion of the lands described in Exhibit "A" of said Original Declaration and all of the improvements located thereon pursuant to the provisions of Paragraphs 4 and 5 of said Original Declaration and to amend page one of said original Declaration to reflect five (5) phases as described in Paragraph 4 rather than three (3) phases as indicated on said page one.
2. The following property is hereby submitted to the condominium form of ownership:
  - A. The lands lying and being situate in Pinellas County, Florida, as are more particularly described in Exhibit "A" attached hereto, subject to the reservations, restrictions and easements of record; and
  - B. One (1) residential building containing five (5) condominium units constructed on the aforescribed lands.
3. The condominium units and all other improvements constructed on the property being submitted to condominium ownership herewith are set forth in detail in Exhibit "A", attached hereto and made a part hereof. Each condominium unit is described in said plan in such a manner that there can be determined therefrom the identification, location, dimensions and size of each unit, as well as any limited common elements and the common elements appurtenant thereto.
4. To carry out the intent of the Developer, pursuant to the Original Declaration and to fulfill the objective of the said Original Declaration as agreed to by each condominium parcel owner, the Developer does hereby grant, release and quit claim to the record owners of each of the condominium parcels in whom title is vested in accordance with the Original Declaration as of the ownership of the common elements, in and to the land described in Exhibit "A" attached hereto in accordance with the provisions of paragraph 10 of said Original Declaration. The purpose of this grant and quit claim is to accomplish the objectives of the Original Declaration and to fulfill the law of conveyancing in order to vest in the record owners of units situated on the land originally submitted to condominium ownership a share in the ownership of the common elements of the land and improvements being submitted to condominium ownership herewith.
5. It is the further purpose of this Amendment to effectuate the automatic conversion of ownership of all common elements in BORDEAUX VILLAGE CONDOMINIUM NO. 2 PHASE I and all

Prepared By AND TO BE RETURNED TO:  
B. MICHAEL SPEARS of  
Battaglia, Ross, Forlizzo, Hastings, Dims and Campbell  
ATTORNEYS AT LAW  
P.O. BOX 41100  
380 TYRONE BOULEVARD  
ST. PETERSBURG, FL 33743

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*National Trust Bank of Florida Building*  
*380 Tyrone Boulevard*  
*Post Office Box 41100*  
*St. Petersburg, Florida 33743*  
*Telephone (813) 381-2300*

subsequent phases submitted to condominium ownership to the adjusted percentages as set forth in Paragraph 10 of said Original Declaration. Upon completion of Phase II (5 units) and recordation of this Amendment, each unit in Phases I and II shall have an undivided share in the ownership of the common elements and the common surplus equal to one eighteenth (1/18) of one hundred percent. This percentage interest in the ownership of the common elements and the common surplus shall be ascertained by dividing one hundred percent (100%) (numerator) by the total number of units in Phases I and II (18) (denominator); the resulting figure being the undivided percentage of ownership of the common elements and the common surplus attributable to each unit in Phases I and II.

IN WITNESS WHEREOF, SOUND SOUTH, INC. has caused these Presents to be executed in its name by its properly authorized officers and its corporate seal to be affixed hereto, this 29th day of August, 1980.

WITNESSES:

SOUND SOUTH, INC.

*[Handwritten Signature]*

BY: *[Handwritten Signature]*  
FRED B. BULLARD, JR.  
President

*[Handwritten Signature]*  
(Corporate Seal)

STATE OF FLORIDA )  
                          ) ss.  
COUNTY OF PINELLAS)

BEFORE ME, the undersigned authority, personally appeared FRED B. BULLARD, JR., President of SOUND SOUTH, INC., to me well known and known to me to be the person described in and who executed the foregoing instrument and acknowledged that execution thereof to be his free act and deed as such officer, for the uses and purposes therein mentioned; and that he affixed thereto the official seal of said corporation and the said instrument is the act and deed of said corporation.

WITNESS my hand and official seal at St. Petersburg, Pinellas County, Florida, this 29th day of August, 1980.

*[Handwritten Signature]*  
Notary Public  
My Commission Expires:

NOTARY PUBLIC STATE OF FLORIDA  
MY COMMISSION EXPIRES NOV 14 1981  
BONDED WITH GENERAL INS. UNDERWRITERS

*Law Office*  
*Rattigan, Pass, Forlizzo, Hastings, Dims and Campbell*  
*National Trust Bank of Florida Building*  
*980 Tyndal Boulevard*  
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JOINDER OF MORTGAGEE

THE ROYAL BANK OF CANADA, a Canadian Banking Corporation, herein called "Mortgagee", the owner and holder of a mortgage encumbering, in part, the property described in Exhibit "A", hereto, which mortgage is dated October 3, 1979, and was filed the 4th day of October, 1979, in O.R. Book 4922, Page 1806, as Clerk's Instrument Number 79168836, Public Records of Pinellas County, Florida, to the extent that it may be required to do so under the laws of the State of Florida, joins in the making of the foregoing AMENDMENT TO DECLARATION OF CONDOMINIUM OWNERSHIP OF BORDEAUX VILLAGE CONDOMINIUM NO. 2 (PHASE I) ADDING PHASE II and the Mortgagee agrees that the lien of said mortgage shall hereafter be upon each and every parcel and common elements appurtenant thereto set forth and referred to in said Declaration of Condominium Ownership.

Signed, Sealed and Delivered  
in the Presence of:

THE ROYAL BANK OF CANADA

BY:   
Its Manager, Corporate Accounts

Attest:   
Its Regional Executive  
(Corporate Seal)

STATE OF NEW YORK)  
ALBANY SS.  
COUNTY OF NASSAU )

BEFORE ME, the undersigned authority, personally appeared G.C. Macivor, Manager, Corporate Accounts and J.N.E. Bolduc, Regional Executive, respectively of THE ROYAL BANK OF CANADA, who acknowledged before me that they, as officers of said corporation, executed this Joinder of Mortgagee and that the same is the act and deed of said corporation.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal this 25th day of August, 1980.

Notary Public

My Commission Expires

(SEAL)

Law Office  
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