

CERTIFICATE OF AMENDMENT TO
DECLARATION OF CONDOMINIUM OWNERSHIP OF
BORDEAUX VILLAGE CONDOMINIUM, NO. 1

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We, Greg Best, as President and Herb Thompson, as Secretary of BORDEAUX VILLAGE ASSOCIATION, NO. 1, INC., do hereby certify that by the affirmative vote of three-fourths (3/4) of the condominium parcel owners at the annual meeting of BORDEAUX VILLAGE ASSOCIATION, NO. 1, INC. held on March 19, 1995, held in accordance with the By-Laws of this Association, the following amendments to the Declaration of Condominium Ownership which is recorded in O.R. Book 4915, Page 1290 et seq. of the Public Records of Pinellas County, Florida were duly enacted:

Section 16c. of the Declaration of Condominium Ownership is amended to read as follows:

c. In addition to the lien rights set forth hereinabove, the ASSOCIATION shall be entitled to assess a late charge of five fifteen dollars (\$15.00) together with interest at the rate of ten eighteen percent (18%) 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 fifteen (15) days of the due date of any such assessment.

Second paragraph of Section 20a. of the Declaration of Condominium Ownership is amended to read as follows:

The ASSOCIATION, pursuant to the provisions of Florida Statute 718.112(31) shall be entitled to charge the unit owner a fee of thirty fifty dollars (\$350.00) for review of the proposed transfer and the costs of the clerical services necessitated by the transfer of ownership. A prospective lessee shall place a security deposit in the amount of \$350.00 into an escrow account maintained by the Association. The security deposit shall protect against damages to the common elements or Association property. Payment of interest, claims against the deposit, refunds, and disputes regarding the deposit shall be handled in the same fashion as provided in Part II of Chapter 83 of the Florida Statutes.

PREPARED BY & RETURN TO:
STEVEN H. MEZER, P.A.
1212 COURT ST., SUITE B
CLEARWATER, FL 34616

CONDOMINIUM PLATS PERTAINING
HERETO ARE RECORDED IN
CONDOMINIUM PLAT BOOK 36,
PAGES 106, ET SEQ. AND
THE DECLARATION OF CONDOMINIUM
OWNERSHIP IS RECORDED IN
O.R. BOOK 4915,
PAGE 1290, ET SEQ.

Section 22e. of the Declaration of Condominium Ownership is amended to read as follows:

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. An approved pet shall be limited to up to two dogs or two cats or one cat and one dog, each not weighing more than 35 pounds, not more than two birds, or up to a 50 gallon aquarium, a hamster, a ferret, per unit, and shall not include reptiles other than small turtles, a pot bellied pig, or dangerous animals or animals which disturb annoy, or threaten other residents or damage Association property or property of others. 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.

BORDEAUX VILLAGE ASSOCIATION,
NO. 1, INC.

By: Greg Best
Greg Best, President

ATTEST:

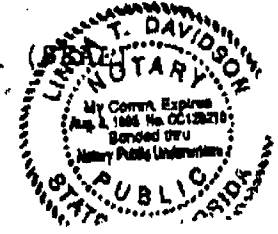
Herb Thompson
Herb Thompson, Secretary

STATE OF FLORIDA)
COUNTY OF PINELLAS)

The foregoing instrument was acknowledged before me this 15th day of May, 1995 by Greg Best and Herb Thompson, President and Secretary, respectively, of BORDEAUX VILLAGE ASSOCIATION, NO. 1, INC., who are personally known to me or who have produced _____ as identification, who did take an oath under the laws of the State of Florida, who executed the foregoing Certificate of Amendment of the Declaration of Condominium Ownership of Bordeaux Village Condominium, No. 1 and severally 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.

Linda T. Davidson
Notary Public
State of Florida at Large



LINDA T. DAVIDSON
Print or Type Notary Signature

CC 126210
Commission Number
My Commission Expires: 8-3-95

50043355 MAK	05-19-1995	14:29:58
11 3010 - 00000700		
CTF-BORDEAUX		
RECORDING	1	\$15.00
	TOTAL:	\$15.00
	CHARGE AMOUNT:	\$15.00

CODING: The full text to be amended is stated: New words to be inserted are double underlined, ~~words to be deleted are lined through with hyphens.~~

O.R. 4940 PAGE 1380

79192424

AMENDMENT TO DECLARATION
OF CONDOMINIUM OWNERSHIP
OF

BORDEAUX VILLAGE CONDOMINIUM NO. 1

(PHASE I)

ADDING PHASE II

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. 1 (PHASE I) recorded in O.R. Book 4915, Pages 1290 through 1350, 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. Two (2) residential buildings containing sixteen (16) 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. 1 PHASE I and all subsequent phases submitted to condominium ownership to the

Law Office
Ballaglin, Ross, Forlizzo, Hastings, Deas and Campbell
National Trust Bank of Florida Building
380 Tyrone Boulevard
Dal. Office Box 41100
S.E. Petersburg, Florida 33743
Telephone (813) 381-2300

Nov 9 9 26 AM '79

Condominium plats pertaining hereto are filed in Condominium Plat Book 37 pages 28 and 29.

40 Rec. 1800
41 St.
42 Ser.
43 Int.
Tot. 1200



adjusted percentages as set forth in paragraph 10 of said Original Declaration.

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 8 day of November, 1977.

Witnesses: [Signature]
[Signature]

SOUND SOUTH, INC.
By: [Signature]
FRED B. BOLLARD, JR.
President
(Corporate Seal)

STATE OF FLORIDA)
COUNTY OF PINELLAS)

BEFORE ME, the undersigned authority, personally appeared FRED B. BOLLARD, 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.

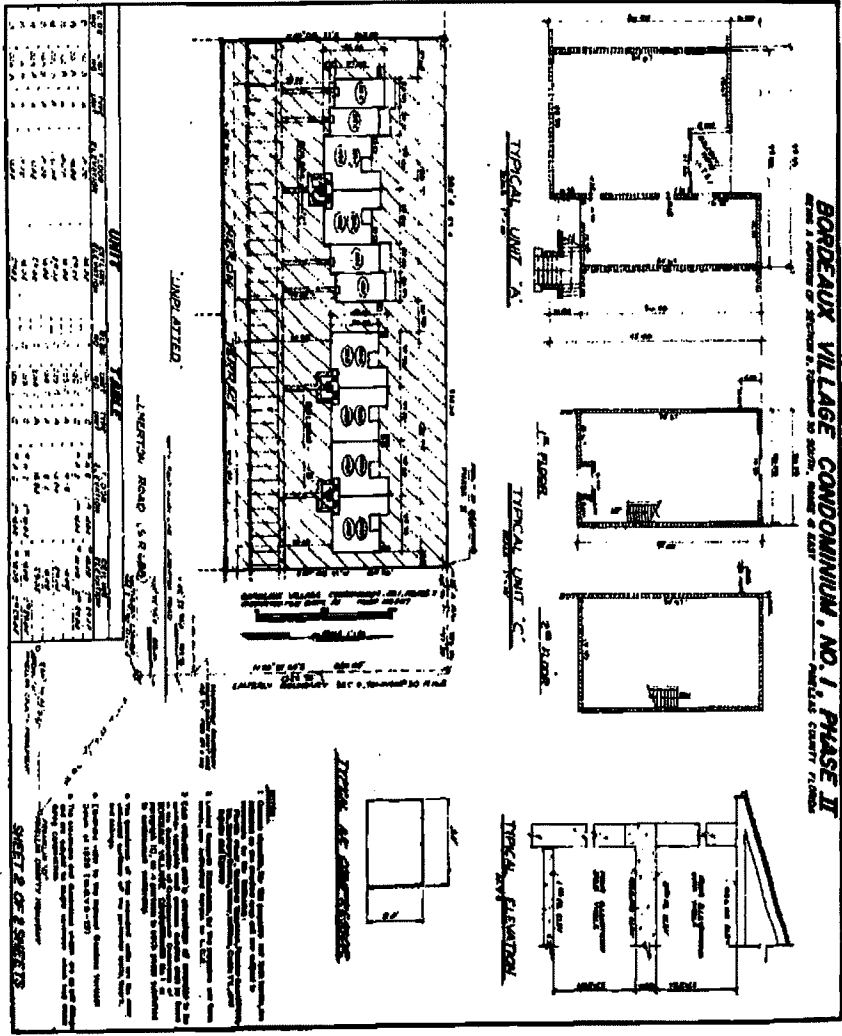
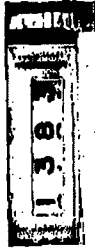
WITNESS my hand and official seal at St. Petersburg, Pinellas County, Florida, this 8 day of November, 1977.
[Signature]
Notary Public

My Commission Expires:

My Commission Expires June 8, 1981

Law Offices
Rattaglia, Pass, Forizzo, Hastings, Davis and Campbell
National Trust Bank of Florida Building
980 Tyrone Boulevard
Post Office Box 41100
St. Petersburg, Florida 33743
Telephone (813) 381-2300





THE ORIGINAL SET OF DRAWINGS IS FOR



SURVEYOR'S CERTIFICATE

STATE OF FLORIDA)

COUNTY OF PINELLAS)

I HEREBY CERTIFY that on this day personally appeared before me, the undersigned authority, Stanley E. Drewes, who, after being duly sworn as required by law, deposed and said:

1. The plat of BORDEAUX VILLAGE CONDOMINIUM NO. 1 PHASE II, is as attached hereto, all being made a part of that certain AMENDMENT TO DECLARATION OF CONDOMINIUM OWNERSHIP OF BORDEAUX VILLAGE CONDOMINIUM NO. 1 ADDING PHASE II, as Exhibit "A", and the construction of the improvements described is sufficiently complete so that such material, together with the wording of the Declaration relating to matters of survey, is a true and correct representation of the improvements described, and, further, that with such material, there can be determined therefrom the identification, locations and dimensions of the common elements and of each unit.

2. From said survey and other documents recorded in said AMENDMENT TO DECLARATION OF CONDOMINIUM OWNERSHIP OF BORDEAUX VILLAGE CONDOMINIUM NO. 1 ADDING PHASE II can be determined the location of each unit within the improvements as situated on the land, along with the common elements, and accurate representations of their locations and dimensions.

3. This affidavit is given for compliance with Section 718.104 (4) (e), Florida Statutes, and is and shall be made a part of the aforesaid AMENDMENT TO DECLARATION OF CONDOMINIUM OWNERSHIP OF BORDEAUX VILLAGE CONDOMINIUM NO. 1 ADDING PHASE II.

4. Further Affiant sayeth naught.

Stanley E. Drewes
Registered Land Surveyor No. 3150

Sworn to and subscribed before me this 5th day of November, 1977.

James L. Linn
Notary Public

My Commission Expires:

My Commission Expires at Large
 My Commission Expires Dec. 14, 1981

JOINDER OF MORTGAGEE

THE ROYAL BANK OF CANADA, a Canadian chartered bank, 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, 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. 1 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 Amendment to Declaration.

Signed, Sealed and Delivered in the Presence of:

William J. Kelly
John E. Pearson

THE ROYAL BANK OF CANADA

By *[Signature]*
Its Senior Assistant Agent

Attest: *[Signature]*
Its Senior Assistant Agent

STATE OF NEW YORK
COUNTY OF NEW YORK

BEFORE ME, the undersigned authority, personally appeared J. Lyle Littlejohn and G. C. MacLvor ~~Senior Assistant Agents~~, respectively of The Royal Bank of Canada, who acknowledged before me that they, as officers of said Corporation, executed this Joinder 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 31st day of October, 1979.

John E. Pearson
Notary Public

My Commission Expires: 3/30/81

[Seal]

JOHN E. PEARSON
Notary Public, State of New York
No. 12-12345
Qualified in Nassau County
Commission Expires March 30, 1981

79159730

0 Rec. _____
1 St. _____
2 Sur. _____
3 Int. _____
Tot. _____
SEP 20 8 59 AM '79
OH

CLERK CIRCUIT COURT

DECLARATION OF CONDOMINIUM

OWNERSHIP

OF

BORDEAUX VILLAGE CONDOMINIUM, NO. 1

(Phase I)

This Declaration of Condominium made this 6th day of SEPTEMBER, A.D., 1979, by SOUND SOUTH, INC., a Florida corporation, (hereinafter referred to as "DEVELOPER") as the owner of certain lands lying and being situate in Pinellas County, Florida, for itself and its successors, grantees and assigns.

W I T N E S S E T H :

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-four (44) residential units and related facilities in five (5) phases pursuant to the provisions set forth in Section 718.403, Florida Statutes, effective January 1, 1977. 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 five (5) phases pursuant to Chapter 718, Florida Statutes, effective January 1, 1977, known as the "Condominium Act";

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.1.

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

This instrument Prepared By AND TO BE RETURNED TO:

D. MICHAEL SPEARS of
Battaglia, Ross, Forlizzo, Hastings, Dicus & Campbell
ATTORNEYS AT LAW
P.O. BOX 41100
890 TYRONE BOULEVARD
ST. PETERSBURG, FL 33743

Minimum Filing Fee...
Recorded in Condominium Plat Book 36
pages 106 through 107.

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

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

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

f. 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.

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. 1, INC., hereinafer 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. Phase I: the lands lying and being situate in Pinellas County, Florida, as more particularly set forth in Exhibit "C", attached hereto, which lands are hereinafter referred to as "Phase I", together with all improvements erected or installed thereon, including but not limited to one (1) residential building, Building "A", containing six (6) condominium units and related facilities, subject to the reservations, easements and restrictions of record.

Of the six (6) units included in Phase I, two (2) units contain approximately 1,875 square feet, and four (4) units contain approximately 1,320 square feet.

b. The Contract for Management and Maintenance: the contract for Management and Maintenance by and between FEATHER SOUND REALTY, INC., formerly known as STONEGATE 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: two (2) residential buildings, Buildings "B" and "C", containing eight (8) residential units each may be constructed on the property described as Phase II, as more particularly set forth in Exhibit "B" attached hereto.

Four (4) of the units in Phase II will contain approximately 1,465 square feet, and twelve (12) 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 March 1980.

b. Phase III: one (1) residential building, Building "D", containing six (6) 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 1,465 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 therein, the improvements contained in Phase III shall be completed by December 1981.

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

All eight (8) of the units in Phase IV will contain approximately 1,320 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 "F", 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.

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

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 as amended (1976).

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

- a. Upon completion of Phase I (6 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-sixth of one hundred percent. This per-

tage 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 (6) (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 twenty-two (22) 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. 1, 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 six (6) 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.

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 purposes 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 10 and 11 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 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., formerly known as STONEGATE 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:

(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 manage 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 of thirty dollars (\$30.00) for review of the proposed transfer and the costs of the clerical services necessitated by the transfer of ownership.

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 aforescribed, 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 devisee or descendent, 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 aforescribed 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 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 con-

dominium property by him and should said occupant fail to maintain said plants and shrubbery, the ASSOCIATION shall have the right 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 marshall 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., formerly known as STONEGATE 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., formerly known as STONEGATE 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

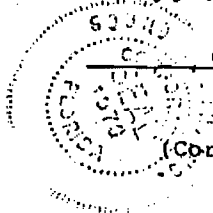
authorized and its corporate seal affixed, the day and year first above written.

Signed, Sealed and Delivered in the Presence Of:

SOUND SOUTH, INC.

D. Michael Spear
William R. Sarrett

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



(Corporate Seal)

Attest:

G. Richard Chater
G. RICHARD CHATER
Vice-President and Secretary

FOR GOOD AND VALUABLE CONSIDERATION, the receipt whereof is hereby acknowledged, BORDEAUX VILLAGE ASSOCIATION NO. 1, 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.

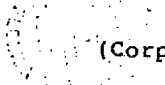
IN WITNESS WHEREOF, said non-profit corporation has caused these presents to be signed in its name by its proper officers thereunto duly authorized and its corporate seal affixed, the day and year first above written.

Signed, Sealed and Delivered in the Presence Of:

BORDEAUX VILLAGE ASSOCIATION NO. 1, INC.

D. Michael Spear
William R. Sarrett

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



(Corporate Seal)

Attest:

Margaret A. Fletcher
MARGARET A. FLETCHER
Secretary

STATE OF FLORIDA

COUNTY OF PINELLAS

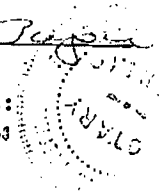
I HEREBY CERTIFY that on this 6th day of September 1979, before me personally appeared FRED B. BULLARD, JR., President of SOUND SOUTH, INC., a corporation under the laws of the State of Florida, to me known to be the person described in and who executed the foregoing DECLARATION OF CONDOMINIUM OWNERSHIP OF BORDEAUX VILLAGE CONDOMINIUM, NO. 1, 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.

Pamela M. Pappas
Notary Public

My Commission Expires:

MAY 31, 1983



STATE OF FLORIDA

COUNTY OF PINELLAS

I HEREBY CERTIFY that on this 6th day of September

19____, before me personally appeared G. RICHARD CHATER, Secretary 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. 1, and acknowledged the execution thereof to be his free act and deed as such officer, for the uses and purposes therein mentioned, 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.

Pamela M. Payne
Notary Public

My Commission Expires:
MY COMMISSION EXPIRES MAY 21, 1979

STATE OF FLORIDA

COUNTY OF PINELLAS

I HEREBY CERTIFY that on this 10th day of September, 19 79, before me personally appeared FRED B. BULLARD, JR., President of BORDEAUX VILLAGE ASSOCIATION NO. 1, 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. 1, 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.

Pamela M. Payne
Notary Public

My Commission Expires:
MY COMMISSION EXPIRES MAY 21, 1979

STATE OF FLORIDA

COUNTY OF PINELLAS

I HEREBY CERTIFY that on this 10th day of September, 19 79, before me personally appeared MARGARET A. FLETCHER, Secretary of BORDEAUX VILLAGE ASSOCIATION NO. 1, 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. 1, 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.

Pamela M. Payne
Notary Public

My Commission Expires:

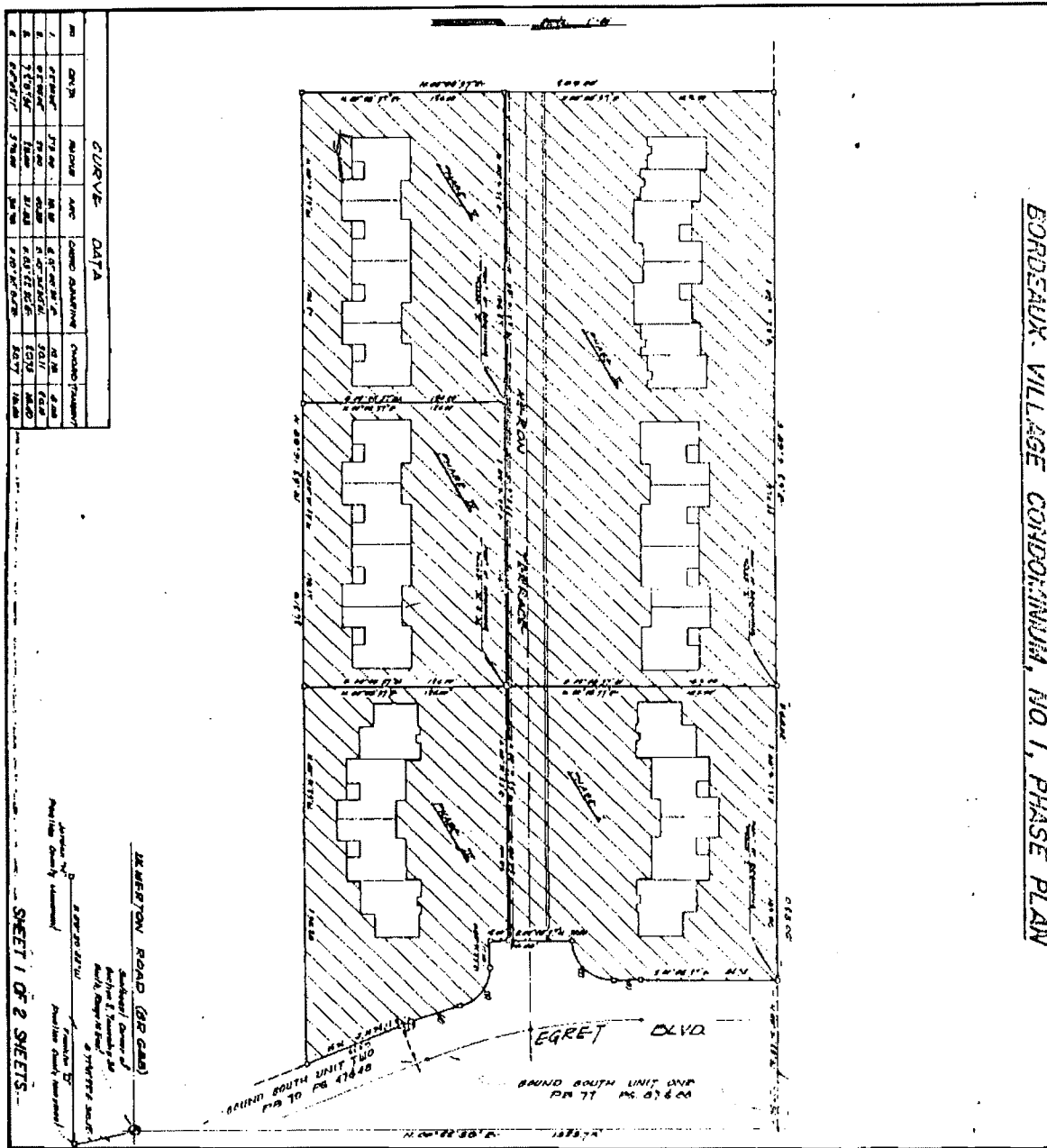
LEGAL DESCRIPTION OF
PROPERTY COMPRISING PHASES I-V

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, 1323.78 FEET TO THE NORTHEASTERLY CORNER OF SOUND SOUTH UNIT ONE AS RECORDED IN PLAT BOOK 77, PAGES 87 AND 88 OF THE PUBLIC RECORDS OF PINELLAS COUNTY, FLORIDA; THENCE NORTH 89°51'23" WEST, ALONG THE NORTHERLY BOUNDARY OF THE AFOREMENTIONED SOUND SOUTH UNIT ONE, 737.50 FEET TO THE POINT OF BEGINNING, SAID POINT OF BEGINNING LYING ON THE WESTERLY RIGHT-OF-WAY OF EGRET BOULEVARD, AS ESTABLISHED AS A 50 FOOT RIGHT-OF-WAY; THENCE FROM THE POINT OF BEGINNING RUN ALONG SAID WESTERLY RIGHT-OF-WAY THE FOLLOWING CALLS AND DISTANCES; SOUTH 00°08'37" WEST, 84.78 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE NORTHEASTERLY HAVING A RADIUS OF 375.00 FEET; THENCE ALONG AND AROUND SAID CURVE AN ARC DISTANCE OF 16.15 FEET THROUGH A DELTA ANGLE OF 02°28'02" TO THE POINT OF REVERSE CURVATURE OF A CURVE CONCAVE NORTHWESTERLY HAVING A RADIUS OF 25.00 FEET; THENCE ALONG AND AROUND SAID CURVE AN ARC DISTANCE OF 40.35 FEET THROUGH A DELTA ANGLE OF 92°28'02"; THENCE SOUTH 00°08'37" WEST, 50.00 FEET; THENCE SOUTH 89°51'23" EAST, 17.19 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE SOUTHWESTERLY HAVING A RADIUS OF 25.00 FEET; THENCE ALONG AND AROUND SAID CURVE AN ARC DISTANCE OF 31.83 FEET THROUGH A DELTA ANGLE OF 72°57'34" TO THE POINT OF REVERSE CURVATURE OF A CURVE CONCAVE NORTHEASTERLY HAVING A RADIUS OF 375.00 FEET; THENCE ALONG AND AROUND SAID CURVE AN ARC DISTANCE OF 30.78 FEET THROUGH A DELTA ANGLE OF 04°42'11" TO THE POINT OF TANGENCY; THENCE SOUTH 21°36'00" EAST, 6.55 FEET TO THE INTERSECTION WITH THE WESTERLY BOUNDARY OF SOUND SOUTH UNIT TWO AS RECORDED IN PLAT BOOK 79, PAGES 47 AND 48 OF THE PUBLIC RECORDS OF PINELLAS COUNTY, FLORIDA; SAID INTERSECTION ALSO LYING ON THE WESTERLY RIGHT-OF-WAY OF THE AFOREMENTIONED EGRET BOULEVARD; THENCE CONTINUE SOUTH 21°36'00" EAST, ALONG SAID WESTERLY RIGHT-OF-WAY 63.75 FEET; THENCE LEAVING SAID WESTERLY RIGHT-OF-WAY RUN NORTH 89°51'23" WEST, 612.72 FEET; THENCE NORTH 00°08'37" EAST, 289.00 FEET; THENCE SOUTH 89°51'23" EAST, 560.00 FEET TO THE POINT OF BEGINNING. SAID PARCEL CONTAINING 3.762 ACRES, MORE OR LESS.

EXHIBIT "A"
TO DECLARATION

BORDEAUX VILLAGE CONDOMINIUM, NO 1, PHASE PLAN



CURVE DATA

NO.	CHY	RAJOUR	ANG	COMP. DISTANCE	CHORD
1	27.00'	77.00'	90.00'	6.00'	2.00'
2	27.00'	77.00'	90.00'	6.00'	2.00'
3	27.00'	77.00'	90.00'	6.00'	2.00'
4	27.00'	77.00'	90.00'	6.00'	2.00'
5	27.00'	77.00'	90.00'	6.00'	2.00'
6	27.00'	77.00'	90.00'	6.00'	2.00'
7	27.00'	77.00'	90.00'	6.00'	2.00'
8	27.00'	77.00'	90.00'	6.00'	2.00'
9	27.00'	77.00'	90.00'	6.00'	2.00'
10	27.00'	77.00'	90.00'	6.00'	2.00'

KREBTON ROAD (SR 644)
 Subsequent Owner of
 Section 6, Township 36
 North, Range 108
 West, County of
 Jefferson, State of
 Missouri.
 SHEET 1 OF 2 SHEETS

EXHIBIT "B" TO DECLARATION

BOHEAUX VILLAGE CONDOMINIUM, NO. 1, PHASE FLURV

LEGAL DESCRIPTION: BOHEAUX VILLAGE CONDOMINIUM (TOWN PARCELS)

A PARCEL OF LAND LYING, SITUATE, AND BEING IN SECTION 2, TOWNSHIP 30 NORTH, RANGE 16 EAST, FRENCH COUNTY, MINNESOTA... LEGAL DESCRIPTION: BOHEAUX VILLAGE CONDOMINIUM, NO. 1, PHASE I

A PARCEL OF LAND LYING, SITUATE, AND BEING IN SECTION 2, TOWNSHIP 30 NORTH, RANGE 16 EAST, FRENCH COUNTY, MINNESOTA... LEGAL DESCRIPTION: BOHEAUX VILLAGE CONDOMINIUM, NO. 1, PHASE II

LEGAL DESCRIPTION: BOHEAUX VILLAGE CONDOMINIUM, NO. 1, PHASE III

A PARCEL OF LAND LYING, SITUATE, AND BEING IN SECTION 2, TOWNSHIP 30 NORTH, RANGE 16 EAST, FRENCH COUNTY, MINNESOTA... LEGAL DESCRIPTION: BOHEAUX VILLAGE CONDOMINIUM, NO. 1, PHASE IV

A PARCEL OF LAND LYING, SITUATE, AND BEING IN SECTION 2, TOWNSHIP 30 NORTH, RANGE 16 EAST, FRENCH COUNTY, MINNESOTA... LEGAL DESCRIPTION: BOHEAUX VILLAGE CONDOMINIUM, NO. 1, PHASE V

PREPARED BY: WEST CENTRAL FLORIDA SURVEYORS 3724 GUNN ROAD APT. 204 TAMPA, FLORIDA 33604

LEGAL DESCRIPTION: BORDEAUX VILLAGE CONDOMINIUM NO. 1, PHASE I

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 $00^{\circ}22'35''$ EAST, ALONG THE EASTERLY SECTION LINE OF SAID SECTION 2, 1323.78 FEET TO THE NORTHEASTERLY CORNER OF SOUND SOUTH UNIT ONE AS RECORDED IN PLAT BOOK 77, PAGES 87 AND 88 OF THE PUBLIC RECORDS OF PINELLAS COUNTY, FLORIDA; THENCE NORTH $89^{\circ}51'23''$ WEST, ALONG THE NORTHERLY BOUNDARY OF THE AFOREMENTIONED SOUND SOUTH UNIT ONE, 737.50 FEET TO THE POINT OF BEGINNING, SAID POINT OF BEGINNING LYING ON THE WESTERLY RIGHT-OF-WAY OF EGRET BOULEVARD, AS ESTABLISHED AS A 50 FOOT RIGHT-OF-WAY; THENCE FROM THE POINT OF BEGINNING RUN ALONG SAID WESTERLY RIGHT-OF-WAY THE FOLLOWING CALLS AND DISTANCES: SOUTH $00^{\circ}08'37''$ WEST, 84.78 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE NORTHEASTERLY HAVING A RADIUS OF 375.00 FEET; THENCE ALONG AND AROUND SAID CURVE AN ARC DISTANCE OF 16.15 FEET THROUGH A DELTA ANGLE OF $02^{\circ}28'02''$ TO THE POINT OF REVERSAL; THENCE ALONG AND AROUND SAID CURVE AN ARC DISTANCE OF 40.35 FEET THROUGH A DELTA ANGLE OF $92^{\circ}28'02''$; THENCE SOUTH $00^{\circ}08'37''$ WEST, 38.00 FEET; THENCE LEAVING SAID WESTERLY RIGHT-OF-WAY RUN NORTH $89^{\circ}51'23''$ WEST, 160.93 FEET; THENCE NORTH $00^{\circ}08'37''$ EAST, 165.00 FEET; THENCE SOUTH $89^{\circ}51'23''$ EAST, 185.56 FEET TO THE POINT OF BEGINNING.

SAID PARCEL CONTAINING 0.679 ACRES, MORE OR LESS.

EXHIBIT "C"
TO DECLARATION

BORDEAUX VILLAGE CONDOMINIUM, NO. 1
MANAGEMENT AND MAINTENANCE AGREEMENT

THIS AGREEMENT, made and entered into this 6th day of SEPTEMBER, 1979, by and between FEATHER SOUND REALTY, INC., a Florida corporation, formerly known as STONEGATE REALTY, INC., hereinafter referred to as the "MANAGEMENT COMPANY" or "MANAGER", and BORDEAUX VILLAGE ASSOCIATION, NO. 1, INC., 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. 1, which will consist of approximately six (6) buildings containing forty-four (44) 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 apartment buildings; and

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

NOW, THEREFORE, in consideration of the sum of Ten and No/100ths (\$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.

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 thirty dollars (\$30.00) transfer fee provided for in paragraph 20 of the DECLARATION OF CONDOMINIUM OWNERSHIP OF BORDEAUX VILLAGE CONDOMINIUM, NO. 1.

Law Office

Battaglia, Ross, Forlizzo, Hastings, Lucas and Campbell
National Trust Bank of Florida Building

980 Tyrone Boulevard

Post Office Box 41100

S. Petersburg, Florida 337143

Telephone (813) 381-2300

EXHIBIT "D"
TO DECLARATION

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 there-fore, 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. 1, 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. 1. 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 7.B.(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 a period of three (3) years, 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/100ths (\$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. 1 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. 1 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.

D. Michael Spear
Walter Sandt



(Corporate Seal)

D. Michael Spear
Walter Sandt

FEATHER SOUND REALTY, INC.,
formerly known as STONEGATE
REALTY, INC.

BY: Tony Carlucci
TONY CARLUCCI
President

Attest: Fred B. Bullard, Jr.
FRED B. BULLARD, JR.
Executive Vice President
and Secretary-Treasurer

BORDEAUX VILLAGE ASSOCIATION,
NO. 1, INC.

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

Attest: Margaret A. Fletcher
MARGARET A. FLETCHER
Secretary

COUNTY OF PINELLAS

I HEREBY CERTIFY that on this 6th day of September, 1979, before me personally appeared TONY 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, formerly known as STONEGATE REALTY, INC., 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.

Pamela M. [Signature]
Notary Public
My Commission Expires:
MY COMMISSION EXPIRES MAY 21, 1983

STATE OF FLORIDA

COUNTY OF PINELLAS

I HEREBY CERTIFY that on this 12th day of September, 1979, before me personally appeared FRED B. BULLARD, JR. and MARGARET A. FLETCHER, President and Secretary, respectively, of BORDEAUX VILLAGE ASSOCIATION, NO. 1, 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.

Pamela M. [Signature]
Notary Public
My Commission Expires:
MY COMMISSION EXPIRES MAY 21, 1983

EXHIBIT "A"
BORDEAUX VILLAGE CONDOMINIUM, NO. 1, MANAGEMENT AGREEMENT

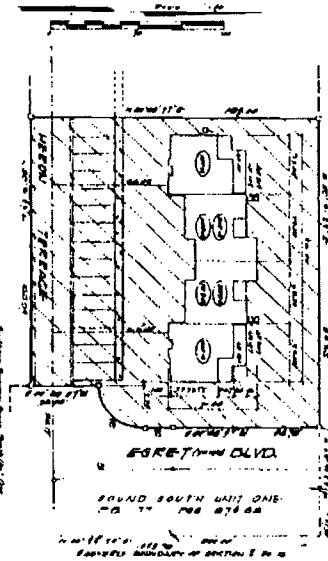
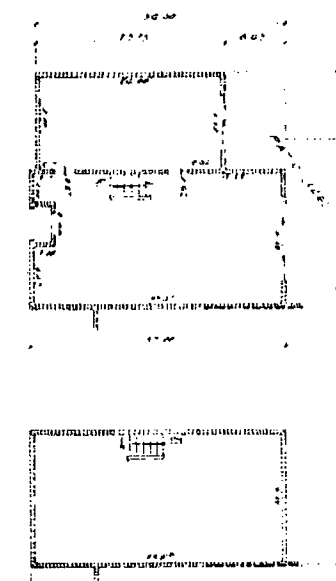
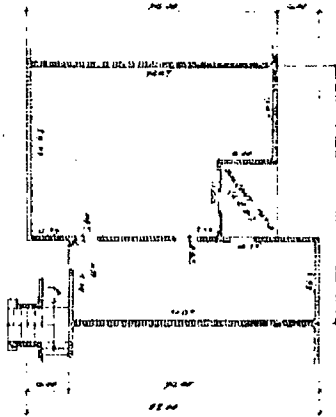
SERVICES TO BE PERFORMED	TIME SCHEDULE	SUPERVISE SERVICE UNDER MANAGEMENT CONTRACT FOR \$10.00 PER MONTH PER UNIT AS MANAGEMENT FEE	ESTIMATED AMOUNT OF MONEY AT COST FOR EACH SERVICE LESS MANAGEMENT FEE FOR THE FIRST TWO YEARS	MINIMUM NUMBER OF PERSONNEL FOR SERVICES OTHER THAN FOR SUPERVISORY SERVICE UNDER MANAGEMENT CONTRACT	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 service to the condominium project	Once a month	.10	NONE	NONE	One part-time manager
3. Trash collection		-0-			
4. Preparation of Budget	Once a year or quarterly if requested by the Association	.05	NONE	NONE	One part-time manager
5. Collection of assessments for condominium project from condominium unit owners for the Association	Once a month	1.25	NONE	NONE	One part-time manager
6. Lawn and shrubbery Care					
a. cutting	Weekly during growing season monthly during dormant season	.05	The actual cost incurred for providing the service requested by the Association	One Labor	One part-time manager
b. seeding	Once a year	.05	The actual cost incurred for providing the service 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	MINIMUM NUMBER OF PERSONNEL FOR SUPERVISORY SERVICE UNDER MANAGEMENT CONTRACT
c. trimming	Once a month	.10	The actual cost incurred for providing the service requested by the Association	One Labor	One part-time manager
d. fertilizing	Twice a year	.20	The actual cost incurred for providing the service 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 service 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 service requested by the Association	One Labor	One part-time manager
g. replacing the lawn 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 service requested by the Association	One Labor	One part-time manager
7. At the request of Association to provide service and maintain lighting for the exterior of condominium project and common areas	Once a week	.20	The actual cost incurred for providing the service 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	MINIMUM NUMBER OF PERSONNEL 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	The personnel required to perform 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 labor	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 labor	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	The personnel required to perform 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	The personnel required to perform 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	One part-time manager
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	One part-time manager
15. Secretarial Service	Part-time as needed	1.50	Compensation for part-time secretarial service will be paid the hourly rate of \$4.00 as needed	One part-time secretary	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	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 lawn materials, janitorial 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

BORDEAUX VILLAGE CONDOMINIUM, NO. 1, PHASE I
 ZONE 4 PORTION OF SECTION 2, TOWNSHIP 30 SOUTH, RANGE 4 EAST
 PHILLIPS COUNTY, FLORIDA



GENERAL NOTES (SEE PAGE 1329)
 1. ALL DIMENSIONS ARE IN FEET AND INCHES.
 2. FINISHES ARE AS SHOWN ON THE ARCHITECTURAL DRAWINGS.
 3. REFER TO THE GENERAL NOTES ON SHEET 1329 FOR FURTHER INFORMATION.

TYPICAL ELEVATION

UNIT TABLE

UNIT NO.	AREA (SQ. FT.)	FINISHES	NOTES
1	1,200	AS SHOWN	
2	1,200	AS SHOWN	
3	1,200	AS SHOWN	
4	1,200	AS SHOWN	
5	1,200	AS SHOWN	
6	1,200	AS SHOWN	
7	1,200	AS SHOWN	
8	1,200	AS SHOWN	
9	1,200	AS SHOWN	
10	1,200	AS SHOWN	

CURVES DATA

NO.	START ANG.	END ANG.	RADIUS	CHORD	ARC LENGTH	AREA
1	0°	90°	10.00	14.14	15.71	78.54
2	90°	180°	10.00	14.14	15.71	78.54
3	180°	270°	10.00	14.14	15.71	78.54
4	270°	360°	10.00	14.14	15.71	78.54

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. 1, INC.

filed on July 16, 1979.

The Charter Number for this corporation is 748084.



CORP 104 Rev 1-79

Given under my hand and the Great Seal of the State of Florida, at Tallahassee, the Capital, this the 16th day of July, 1979.

[Signature]
Secretary of State

FLORIDA — STATE OF THE ARTS

EXHIBIT "F"
TO DECLARATION

ARTICLES OF INCORPORATION

OF

BORDEAUX VILLAGE ASSOCIATION, NO. 1, 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. 1, 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. 1

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

Law Offices

Battaglia, Ross, Fortizzo, Hastings, Lucas and Campbell

National Trust Bank of Florida Building

980 Tyrone Boulevard

Post Office Box 41100

St. Petersburg, Florida 33745

Telephone (813) 384-2900

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. 1, 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-four (44) 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 any units in a condominium 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 accounting or accountings for Association funds. The Developer shall be liable to the Association for all of the funds of the Association that are not properly expended and which were collected during the period of time that the Developer controlled the Board of Directors of the Association;
 - (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. Director/President	2555 Ulmerton Road Clearwater, Florida 33520
ANTHONY CARLUCCI Director/Vice President	2555 Ulmerton Road Clearwater, Florida 33520
MARGARET A. FLETCHER Director/Secretary- Treasurer	2555 Ulmerton Road Clearwater, Florida 33520

IX.

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. 1, 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 10th day of July, A.D., 1979.

Signed, Sealed and Delivered in the presence of:

Susan Rawls

Barbara Bittner

Fred B. Bullard, Jr.
FRED B. BULLARD, JR.
Subscriber

Anthony Carlucci
ANTHONY CARLUCCI
Subscriber

Margaret A. Fletcher
MARGARET A. FLETCHER
Subscriber

Margaret A. Fletcher
MARGARET A. FLETCHER
Registered Agent

STATE OF FLORIDA

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. 1, 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 10th day of July, A.D., 1979.

Carmela M. Pugh
Notary Public

My Commission Expires:

MY COMMISSION EXPIRES MAY 21, 1983