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DECLARATION OF CONDOMINIUM OWNERSHIP
OF PORT BELLEAIR NO. 2, INC., A CONDOMINIUM

This is a Declaration of Condominium made this 11th day of March, A. D. 1969, by PORT BUILDERS, INC., a Corporation existing under the laws of the State of Florida, hereinafter referred to as the "Developer", for itself and its successors, grantees and assigns, to its grantees and assigns, and their heirs, successors and assigns:

W I T N E S S E T H :

WHEREAS, Developer is the owner of certain real property; and

WHEREAS, Developer will erect on said real property a multi-unit apartment building and related facilities; and

WHEREAS, Developer desires to submit said real property and said apartment building with related facilities to condominium ownership, all pursuant to Chapter 63-35, Florida Statutes, 1963, known as the Condominium Act;

NOW THEREFORE, the said PORT BUILDERS, INC. hereby makes the following declarations:

1. The following described property, hereinafter referred to as "condominium property", is hereby submitted to condominium ownership:

Tract "B" being a part of Lot 24, Sunset Bluff Subdivision, as recorded in Plat Book 25, pages 28 and 29, public records of Pinellas County, Florida, and the land lying 190.00 feet to the East of and adjacent to said Lot 24, and being more particularly described as follows:

Begin at the SW corner of the NE 1/4 of Section 32, Township 29 South, Range 15 East, Pinellas County, Florida, thence run South 89° 03' 57" East, 300.00 feet; thence run North 01° 23' 52" East, 335.00 feet to the Point of Beginning; continue thence North on the West right-of-way line of Sunset Boulevard North 01° 23' 52" East, 100.00 feet to a Point; thence run North 89° 03' 57" West, 353.35 feet to a Point on the East right-of-way line of Bluff View Drive; thence along said right-of-way one a curve concave to the East of radius 1115.78 feet, arc

-----CONDOMINIUM PLATS PERTAINING HERETO ARE RECORDED IN CONDOMINIUM PLAT BOOK 3, PAGES 77 and 78-----

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This instrument was prepared by:
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length 21.57 feet, chord length 21.57 feet, bearing South 19° 21' 44" West, to a Point; thence continue along said right-of-way South 18° 48' 30" West, 83.57 feet to a Point; thence run South 89° 03' 57" East, 385.01 feet to the Point of Beginning, containing therein 0.85 acres, more or less, and subject to such easements that may be noted for utilities and access which are dedicated for the use of Bay Management, Inc., a Florida Corporation, for such use as may be required and for the use of the telephone, power and gas companies as they may require.

(a) All improvements erected or installed on said land including one building containing thirty-two (32) condominium units and related facilities.

2. The condominium is to be identified by the name PORT BELLEAIR NO. 2, INC., a Condominium.

3. DEFINITIONS: For all purposes in this Declaration and for all purposes in the Articles of Incorporation and By-Laws of PORT BELLEAIR NO. 2, INC., a Florida non-profit Corporation, the following words shall have the definitions as hereinafter stated, to-wit:

(a) Condominium Unit - The unit being an apartment space, designated "condominium unit" on the plat, a copy of which is attached to and made a part hereof by reference marked Exhibit "A".

(b) Common Elements - Portion of the condominium property not included in the condominium unit.

(c) Condominium Parcel - The condominium unit, together with an undivided share in the common elements appurtenant thereto.

(d) Owner - That person or entity owning a condominium parcel.

(e) Member - An owner who is a member of PORT BELLEAIR NO. 2, INC., a Florida non-profit membership Corporation, hereinafter referred to as the "Association".

(f) Voting Member - That member designated by the owner or owners, as recorded in the public records of Pinellas County, Florida, of a vested present interest in a single condominium parcel owning the majority interest in such single condominium parcel, the designation of whom shall be by statement filed with

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the Secretary of the Association, in writing, signed under oath, and who shall continue to cast the vote for all such owners of interests in a single condominium parcel until such time as another person is properly designated as the voting member by those persons or entities owning the majority interests in such single condominium parcel by a similar written, sworn statement filed with the Secretary.

4. IDENTIFICATION: The condominium units and all other improvements constructed on the condominium property are set forth in the plat attached as Exhibit "A". Each condominium unit is described in said plat in such a manner that there can be determined therefrom the identification, location, dimensions and size of each unit as well as of the common elements appurtenant thereto.

5. CHANGES IN PLANS AND SPECIFICATIONS: 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.

6. DEVELOPER'S UNITS AND PRIVILEGES: The Developer is irrevocably empowered, notwithstanding anything herein to the contrary, to sell, lease or rent units to any persons approved by it. Said Developer shall have the right to transact on the condominium property any business necessary to consummate sale of units including, but not limited to, the right to maintain 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 same terms and conditions as other owners, save for this right to sell, rent or lease as contained in this paragraph.

7. COMMON ELEMENTS: Common elements as hereinabove defined shall include within its meaning, in addition to the items listed in the Florida Condominium Act, Section 6, 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 and as the unit may lawfully be altered.

(b) An undivided share in the common surplus.

(c) Cross easements for ingress, egress, support, maintenance, repair, replacement and utilities.

(d) Easements or encroachments by the perimeter walls, ceilings and floors surrounding each condominium unit caused by the settlement of or movement of the building or by minor inaccuracies in building or re-building which now exist or hereafter exist, and such easements shall be continued until such encroachment no longer exists.

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8. PERCENTAGE OF OWNERSHIP OF COMMON ELEMENTS: The undivided shares, stated as percentages, in the common elements appurtenant to each of the condominium units are as follows:

<u>Unit</u>	<u>Per Cent</u>	<u>Unit</u>	<u>Per Cent</u>	<u>Unit</u>	<u>Per Cent</u>
101	3.00	201	3.00	301	3.00
102	2.87	202	2.87	302	2.87
103	2.87	203	2.87	303	2.87
104	2.87	204	2.87	304	2.87
105	2.87	205	2.87	305	2.87
106	2.87	206	2.87	306	2.87
107	2.87	207	2.87	307	2.87
108	2.87	208	2.87	308	2.87
109	3.25	209	3.25	309	3.25
110	3.27	210	3.27	310	3.27
				401	4.91
				402	6.14

9. COMMON EXPENSES AND COMMON SURPLUS: Common expenses shall be shared in accordance with the undivided shares stated as percentages in Paragraph 8. It is understood that this shall include the expenses in connection with any assessments, insurance and all other expenditures for which the Association shall be responsible. However, with the exception of those expenditures contracted for in that certain Maintenance Agreement with BAY MANAGEMENT, INC., a Florida Corporation, a copy of which is attached to and made a part hereof by reference marked Exhibit "B".

The common surplus shall be owned by unit owners in the shares provided in Paragraph 8 above.

10. 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 PORT BELLEAIR NO. 2, INC., a condominium, hereinafter called the "Association". The By-Laws of the Association are attached to and made a part hereof by reference marked Exhibit "C".

11. THE ASSOCIATION: The Developer and all persons hereafter owning condominium parcels (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.

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.

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There shall not be more than thirty-two (32) voting members at any one time and each may cast one (1) vote. A person or entity owning more than one (1) condominium parcel may be designated as a voting member for each such condominium parcel which he or it owns. Failure by all members of any single condominium parcel to file the aforementioned written, sworn statement with the Secretary prior to a member's meeting will result in depriving such owners of a single condominium parcel of a vote at such meeting.

All the affairs, policy, regulations and property of the Association shall be controlled and governed by the Board of Directors of the Association consisting of not less than five (5) members and not more than seven (7) voting members who are all to be elected annually by the voting members.

12. AMENDMENT OF DECLARATION: This Declaration may be amended by affirmative vote of three-fourths (3/4) of the condominium parcels 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 any institutional lender having a mortgage or other lien against any condominium parcel, or any other record owners of liens thereon; nor shall any amendment in any manner impair the Maintenance Agreement attached as Exhibit "B".

13. TYPE OF OWNERSHIP: Ownership of each condominium parcel shall be by Warranty Deed from the Developer conveying fee simple title to each condominium unit. There shall be included in each parcel, the undivided share in the common elements herein specified.

14. ASSESSMENTS, LIABILITY, MAINTENANCE, LIEN AND PRIORITY, INTEREST, COLLECTION: Common expenses shall be assessed against each condominium parcel owner by the Association as provided in Paragraphs 8 and 9 above, including those expenses which may be incurred for services which have been contracted for by the Association with the said BAY MANAGEMENT, INC., in accordance with the aforesaid Maintenance Agreement.

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 whom 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 an institutional first mortgage.

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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 such foreclosure, said Mortgagee shall not be liable for the shares 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 acquirer, his successors and assigns.

15. MAINTENANCE: The responsibility for the maintenance of the condominium unit and parcel as it may apply hereafter with the exception of those responsibilities for management as provided for by the Association in the aforesaid Maintenance Agreement 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 of utility services which are contained in the portions of the unit contributing to the support of the building or within the interior boundary walls, and all such facilities contained within an apartment unit 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 with the exception of those responsibilities for management as provided for by the Association in the aforesaid Maintenance Agreement, 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. Such shall be done without disturbing the rights of other unit owners.

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

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(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 or soundness of the building or impair any easement without first obtaining approval from the Board of Directors of the Association.

16. 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 improvement 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.

17. INSURANCE: The insurance, other than title insurance, including that provided for in the aforesaid Maintenance Agreement, which shall be carried upon the condominium property and 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 mortgagees, as their interests may appear, and provisions shall be made for the issuance of certificates of mortgagee endorsements to the mortgagees. Condominium parcel owners may obtain insurance coverage at their own expense upon their own personal property and for their personal liability and living expense.

(b) COVERAGE:

(1) CASUALTY: All buildings and improvements upon the land and all personal property included in the condominium property, other than personal property owned by condominium parcel owners, shall be insured in an amount equal to the maximum insurable replacement value, excluding foundation and excavation cost. 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

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will be customarily covered with respect to buildings similar in construction, location and use as the building on said land, including, but not limited to, vandalism and malicious mischief.

(2) PUBLIC LIABILITY: Public liability in such amounts and with such coverage as shall be required by the Board of Directors of the Association, including, but not limited to, hired automobiles and non-owned automobile coverages and with cross liability endorsements to cover liabilities of the condominium parcel owners as a group to a condominium parcel owner.

(3) WORKMEN'S COMPENSATION: Workmen's compensation to meet the requirements of 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 mortgagees 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 holders 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 the necessary repairs to the improvements within the common elements and within the damaged units. In the event the insurance proceeds should be sufficient to repair all of the damage within the units, but insufficient to repair all of 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

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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 17 (f) (1) above, all payees shall endorse the insurance companys 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 this 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 contract between the Association and the Contractor, which contract shall be subject to the 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 be 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.

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In the event the majority of the voting members are opposed to the special assessment and 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 Paragraph 8 and 9 of the Declaration of Condominium, and the condominium project may be terminated as provided for in Paragraph 21 hereinafter.

(g) If there has been loss or damage to the common elements and the insurance proceeds available are inadequate to repair and reconstruct the same and all of the units, and if the majority of the voting members vote against levying the special assessment referred to above, and 100% vote to abandon the condominium project, same shall be abandoned subject to the provisions of Paragraph 21 hereinafter. As evidence of the member's 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 unit owners and holders of all liens shall be affixed.

(h) Under all circumstances, 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 mortgagees of the premises damaged.

18. 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 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 and Bay Management Inc., 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 and Bay Management, Inc. Within fifteen (15) days, the Board of Directors of the Association and Bay Management Inc. shall either approve or disapprove a proposed sale, transfer, or conveyance, in writing, and shall notify the owner of their decision. In the event the Board of Directors of the Association or Bay Management, Inc. fail 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.

In the event the Board of Directors of the Association and Bay Management, Inc. disapprove the proposed sale, conveyance or transfer, and a member still desires 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 and Bay Management, Inc. of his

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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 definition of fair market value, it shall be resolved as provided for hereinafter. The Association and Bay Management, Inc. shall promptly notify the members of the Association of the date, price and terms. Any member of the Association or Bay Management, Inc. 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 or Bay management, Inc., 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 or Bay Management, Inc., ten per cent (10%) of the purchase price as a good faith deposit, which information and notice of deposit the Association or Bay Management, Inc. shall promptly forward to the owner. In the event no members of the Association or Bay Management, Inc. accept first right of purchase as aforescribed, then the Association and/or Bay Management, Inc. must either approve the transaction or furnish a purchaser approved by the Association and/or Bay Management, Inc. who will accept the transaction upon the terms and conditions contained in the notice, provided the Association and/or Bay Management, Inc. at least ten (10) days before the date of the intended sale or transfer notifies the owner that a purchaser has been furnished and that said purchaser has deposited ten per cent (10%) of the purchase price with the Association or Bay Management, Inc. as a good faith deposit for the intended sale. In the event the member giving notice received 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 or Bay Management, Inc. 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 day or at 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 or Bay Management, Inc. 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, said purchaser or transferee shall convey all his right, title and interest to the member or Bay Management, Inc. making the redemption.

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An Affidavit of the Secretary of the Association stating that the Board of Directors of the Association and Bay Management, Inc. 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 and Bay Management, Inc. were given proper notice on a certain date of a proposed sale or transfer and that the Board of Directors of the Association and Bay Management, Inc., 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 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 the subsequent sale or transfer to such persons 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 and Bay Management, Inc., as stated in the Affidavit, the redemption rights herein afforded the members and Bay Management, Inc. 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 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 and Bay Management, Inc. shall, within thirty (30) days of proper evidence of rightful designation served upon the President or any other officers of the Association and Bay Management, Inc. are placed on actual notice of said devisee or descendant, 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 and Bay

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Management, Inc. 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 of the condominium parcel, subject to the provisions of this enabling Declaration and the By-Laws of the Association. If, however, the Board of Directors of the Association and/or Bay Management, Inc. shall refuse to consent, then the members of the Association and Bay Management, Inc. shall be given an opportunity during thirty (30) days next after said last abovementioned 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 herein, then the time requirements for approval or disapproval of a proposed sale and other notice requirements as set forth herein in this Paragraph 18 shall be abated until a 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 and/or Bay Management, Inc. do not exercise the privilege of purchasing said condominium parcel within such period, and upon such terms, the person or persons so designated may then, and only in such event, take title to the condominium parcel; or such person or persons or the legal representative of the Seller may sell the said condominium parcel, but the sale shall be subject in all other respects to the provisions of this enabling Declaration, ^{and} the By-Laws of the Association.

Wherein, in this Paragraph 18, reference is made to Bay Management, Inc., when the Maintenance Agreement has expired, it will not be necessary to obtain the consent or approval of the said Bay Management, Inc. in connection with any future conveyances, sales and transfers.

(b) RENTAL OR LEASE: A condominium parcel shall not be leased or rented without the prior written approval of the Association, and the terms and conditions of said Lease are subject to the approval of the Board of Directors of the Association and Bay Management, Inc. The Board of Directors shall have the right to require that a substantially uniform form of Lease be used.

In the event the Board of Directors approves a rental or lease, such approval of a lease or rental shall not release the member from any obligation under this Declaration. Any such lease or rental shall terminate upon the conveyance of a member's membership and interest in a condominium parcel or upon the death of the lessee.

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(c) CORPORATE PURCHASER: If the purchaser or Lessee is a corporation, the approval may be conditioned upon the approval by the Association of all occupants of the condominium parcel.

(d) TRANSFER: MORTGAGEE - DEVELOPER: Notwithstanding anything to the contrary herein, the provisions of this paragraph 18 shall not be applicable to transfer to mortgagees, whether in foreclosure or by judicial sale, or by a 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 any interest therein without the approval of the Association, except to a bank, life insurance company or federal savings and loan association. The approval of any other mortgagee may be upon conditions determined by the Association or may be arbitrarily withheld.

19. 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.

20. OBLIGATIONS OF MEMBERS: In addition to other obligations and duties heretofore set out in this Declaration, every condominium parcel owner shall:

(a) Not use or permit the use of his unit for any purpose other than as a single family residence, other than as provided for in Article X, Item D, of the By-Laws and maintain his unit in a clean and sanitary manner.

(b) 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 a member commit or permit any nuisance, immoral or illegal act in his unit or on the common elements.

(c) Conform to and abide by the By-Laws and uniform rules and regulations in regard to the use of the unit and the 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.

(d) Allow the Board of Directors or the agents and employees of the Association to enter any unit for the purpose of maintenance, inspection, repair, replacement of the improve-

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ments within units or the common elements, or in case of emergency threatening units or the common elements, or to determine compliance with these restrictions, reservations, covenants, conditions and easements and By-Laws of the Association.

(e) Show no sign, advertisement or notice of any type on the common elements or his unit and erect no exterior antennas and aerials, except as provided by uniform regulations promulgated by the Association, and there shall be no "for sale" signs in any form or size placed inside or outside the windows of the unit or attached to the curtains or venetian blinds or any other part of the condominium unit either inside or outside.

(f) Not allow any children under sixteen (16) years of age to reside on the premises, except as permitted under the regulations established from time to time by the Association.

(g) Not make or cause any structural alteration to and in the building, specifically including, but not limited to, screening or enclosure of private balconies and/or affixing outside shutters to windows, except storm windows or shutters, the design and make to be approved by the Association, or removal of any additions or improvements or fixtures from the buildings, or do any act that will impair the structural soundness of the building.

(h) Make no repairs to any plumbing or electrical wiring within a unit except by licensed plumbers or electricians 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 agents shall pay for and be responsible for repairs and electrical wiring within the common elements.

(i) Parking shall be limited to passenger automobiles or passenger stationwagons in the parking space allotted.

(j) Not allow or permit to display laundry or clothing on the porches of the condominium units or anywhere within the said units which would be visible from the outside of said units.

(k) Other than street apparel, bermuda shorts for both men and women shall be allowed while on or about the premises provided that men are also attired in shirts and women are attired in blouses. No one shall be attired in a bathing suit on or about the premises unless they are wearing a beach robe, other than at the pool site.

(l) Not be permitted to mechanically make any adjustments whatsoever without first obtaining the permission of the Maintenance Contractor, with reference to any of the equipment found in the meter room, boiler room or washer and drier rooms.

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St. Petersburg, Florida 33733*

(m) Not mechanically adjust or repair the television amplifier.

(n) An owner that moves into the condominium parcel with a pet; in the event the said pet dies thereafter, the owner cannot and shall not be permitted to replace said pet.

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

(a) AGREEMENT: The termination of the condominium may be affected 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.

(b) The Maintenance Agreement attached as Exhibit "B" shall survive any termination of the condominium and shall continue to be an obligation of the parcel owners and shall continue to be a lien against the parcel owner's interest.

22. 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, successors and assigns, shall be bound by all of the provisions of the Declaration.

23. 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 way 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.

24. 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 purposes of creating a uniform plan for the operation of a condominium in accordance with the laws made and provided for same, to-wit, Chapter 63-35, Acts of the Legislature of the State of Florida.

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25. 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 an agreement with BAY MANAGEMENT, INC. entitled "Maintenance Agreement". Amendment or revision of such Maintenance Agreement shall not require the procedures 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 apartment 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 therefor 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 BAY MANAGEMENT, 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, PORT BUILDERS, INC., a Florida Corporation, has caused these presents to be signed in its name by its Secretary and its corporate seal affixed, attested to by its Secretary, the day and year first above written.

Signed, Sealed and Delivered
in the Presence of:

W. Lee
Chas M Courtney

PORT BUILDERS, INC.

By *Dave Zimring*
Dave Zimring, President

Attest:

George W. Schwenck
George W. Schwenck, Secretary

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St. Petersburg Florida 33733

For good and valuable considerations, the receipt whereof is hereby acknowledged, PORT BELLEAIR NO. 2, INC., a Florida non-profit membership corporation, hereby agrees to accept all of the benefits and all of the duties, responsibilities, obligations and burdens imposed on it by the provisions of the Declaration.

IN WITNESS WHEREOF, PORT BELLEAIR NO. 2, INC., has caused these presents to be signed in its name by the President and its corporate seal affixed, attested to by its Secretary, the day and year first above written.

Signed, Sealed and Delivered in the Presence of:

Marie S. Lee
Galvin M. Secretary

PORT BELLEAIR NO. 2, INC.

By Dave Zimring
Dave Zimring, President

Attest:

Carol E. Ford
Carol Ford, Secretary

STATE OF FLORIDA)
COUNTY OF PINELLAS)

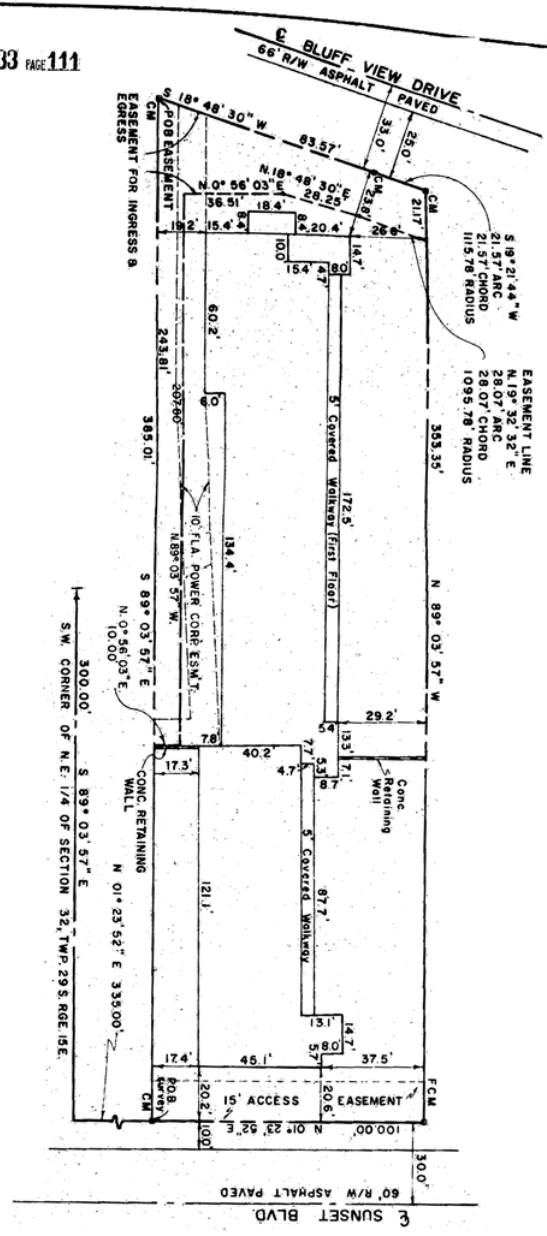
I HEREBY CERTIFY, That on this 11th day of March, 1969, before me personally appeared DAVE ZIMRING and GEORGE W. SCHWENCK, President and Secretary respectively of PORT BUILDERS, INC, a Florida Corporation, and DAVE ZIMRING and CAROL FORD, President and Secretary respectively of PORT BELLEAIR NO. 2, INC., a Florida non-profit membership corporation, to me known to be the persons described in and who executed the foregoing instrument 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 seals of said corporations, and the said instrument is the act and deed of said Corporations.

WITNESS my hand and official seal at St. Petersburg, County of Pinellas and State of Florida the day and year first above written.

Marie S. Lee
Notary Public

NOTARY PUBLIC STATE OF FLORIDA at LARGE
MY COMMISSION EXPIRES JULY 22, 1970
BONDED THROUGH FRED W. DIESTELHORST

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3835 Central Avenue
Post Office Box 12078
St. Petersburg, Florida, 33733



D.R. 3033 PAGE 111

LEGAL DESCRIPTION:

TRACT "B" BEING A PART OF LOT 24, SUNSET BLUFF SUBDIVISION, AS RECORDED IN PLAT BOOK 25, PAGES 28 AND 29, PUBLIC RECORDS OF PINELLAS COUNTY, FLORIDA AND THE LAND LYING 190.00 FEET TO THE EAST OF AND ADJACENT TO SAID LOT 24, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGIN AT THE SW CORNER OF THE NE 1/4 OF SECTION 32, TOWNSHIP 29 SOUTH, RANGE 15 EAST PINELLAS COUNTY, FLORIDA, THENCE RUN S 89° 03' 57" E 300.00 FEET TO A POINT OF BEGINNING; CONTINUE THENCE NORTH ON THE WEST RIGHT-OF-WAY LINE OF SUNSET BOULEVARD N 01° 25' 52" E 100.00 FEET TO A POINT OF BEGINNING; CONTINUE THENCE NORTH ON THE EAST RIGHT-OF-WAY LINE OF BLUFF VIEW DRIVE, THENCE ALONG SAID RIGHT-OF-WAY ON A CURVE TO A POINT, BEARING S 19° 21' 44" W TO A POINT; THENCE CONTINUE ALONG SAID RIGHT-OF-WAY S 18° 48' 30" W 83.57 FEET TO A POINT; THENCE RUN S 89° 03' 57" E 395.01 FEET TO THE POINT OF BEGINNING CONTAINING THEREIN 0.85 ACRES, MORE OR LESS, AND SUBJECT TO SUCH EASEMENTS THAT MAY BE NOTED FOR UTILITIES AND ACCESS WHICH ARE DEDICATED FOR THE USE OF BAY MANAGEMENT, INC., A FLORIDA CORPORATION, FOR SUCH USE AS MAY BE REQUIRED AND FOR THE USE OF THE TELEPHONE, POWER AND GAS COMPANIES AS THEY MAY REQUIRE.

DEDICATION:

KNOW ALL MEN BY THESE PRESENTS THAT WE, DAVE ZIMRING AND WILLIAM B. AXELROD, PRESIDENT AND VICE-PRESIDENT, RESPECTIVELY OF PORT BUILDERS INC., 3100 WEST BAY DRIVE, BELLEAIR BLUFFS, FLORIDA, AS CONDOMINIUM UNITS OF PORT BELLEAIR NO. 2 AND THAT THE EASEMENT FOR INGRESS AND EGRESS, AND ACCESS EASEMENT AS SHOWN HEREON ARE FOR THE COMMON USE OF THE CONDOMINIUM UNITS OF PORT BELLEAIR NO. 1, 2 AND ANY CONDOMINIUM UNITS OF PORT BELLEAIR HEREINAFTER PLATTED.

OWNERS: PORT BUILDERS INC.

WITNESS: *[Signature]*

DAVE ZIMRING, PRESIDENT

WITNESS: *[Signature]*

WILLIAM B. AXELROD, VICE PRESIDENT

SCALE 1"=30'

GRAPHIC SCALE 0 50 100

PREPARED BY
FRANKLIN ENGINEERING LIMITED
BELLEAIR BLUFFS, FLORIDA

JAMES W. MACGARLAND
Florida Reg. Surveyor's No. 1584

CERTIFICATE:

I, JAMES W. MACGARLAND, OF FRANKLIN ENGINEERING LIMITED, DO HEREBY CERTIFY THAT A SURVEY OF THE CONDOMINIUM UNITS OF PORT BELLEAIR, NO. 2, WAS PERFORMED UNDER MY SUPERVISION ON JANUARY 27, 1969 AND THAT THE DRAWINGS AND DESCRIPTIONS AS SHOWN HEREON, ARE TRUE REPRESENTATION OF THE RESULTS OF THAT SURVEY.

ACKNOWLEDGEMENT:

STATE OF FLORIDA) S.S.
COUNTY OF PINELLAS) I CERTIFY THAT ON THIS 11th DAY OF March 1969,
BEFORE ME, A NOTARY PUBLIC IN AND FOR SAID COUNTY, PERSONAL APPEARANCE AND VALID IDENTIFICATION WAS MADE BY DAVE ZIMRING AND WILLIAM B. AXELROD, PRESIDENT AND VICE-PRESIDENT, RESPECTIVELY, OF PORT BUILDERS INC. AND 3100 WEST BAY DRIVE, BELLEAIR BLUFFS, FLORIDA, A CORPORATION UNDER THE LAWS OF THE STATE OF FLORIDA, TO ME KNOWN TO BE THE PERSONS DESCRIBED IN AND WHO EXECUTED THE FOREGOING DEDICATION, AND THEY ACKNOWLEDGE THE EXECUTION THEREOF, TO BE THEIR OWN FREE ACT AND DEED.

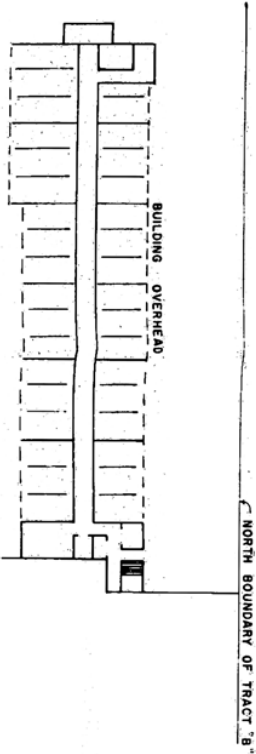
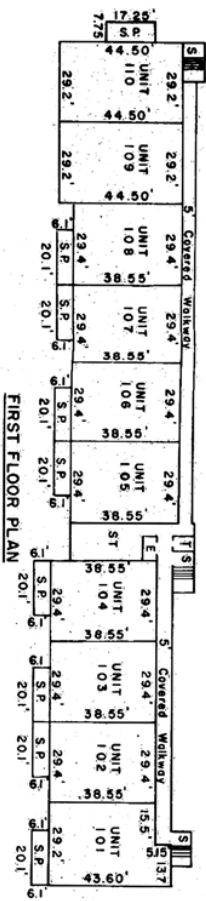
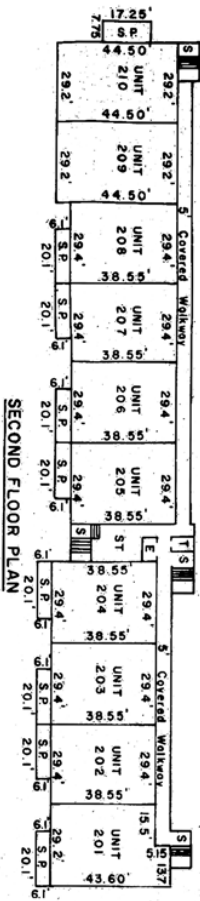
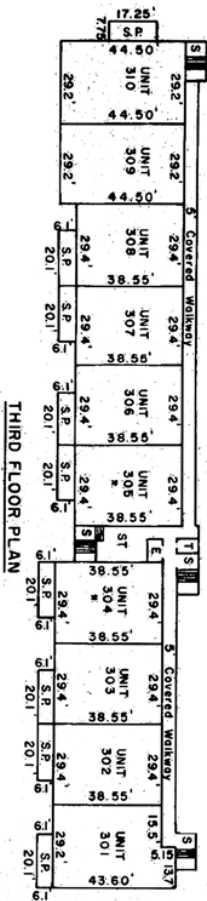
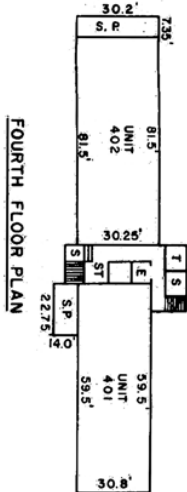
DESCRIPTION OF EASEMENT FOR INGRESS AND EGRESS:

THAT PORTION OF TRACT "B" HERE ABOVE DESCRIBED, BOUNDED BY, AND CONTAINED WITHIN THE LINES SHOWN ON THIS PLAT AND FURTHER DESCRIBED AS FOLLOWS:

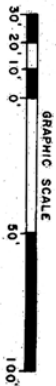
BEGINNING AT THE S.W. CORNER OF TRACT "B", THENCE RUN ALONG THE SOUTH LINE OF SAID TRACT "B" N 89° 03' 57" E 300.00 FEET TO A POINT OF BEGINNING; CONTINUE THENCE NORTH ON THE WEST RIGHT-OF-WAY LINE OF SUNSET BOULEVARD N 01° 25' 52" E 100.00 FEET TO A POINT; THENCE CONTINUE THENCE NORTH ON THE EAST RIGHT-OF-WAY LINE OF BLUFF VIEW DRIVE, THENCE ALONG SAID RIGHT-OF-WAY ON A CURVE TO A POINT, BEARING S 19° 21' 44" W TO A POINT; THENCE CONTINUE ALONG SAID RIGHT-OF-WAY S 18° 48' 30" W 83.57 FEET TO A POINT; THENCE RUN S 89° 03' 57" E 395.01 FEET TO THE POINT OF BEGINNING CONTAINING THEREIN 0.85 ACRES, MORE OR LESS, AND SUBJECT TO SUCH EASEMENTS THAT MAY BE NOTED FOR UTILITIES AND ACCESS WHICH ARE DEDICATED FOR THE USE OF BAY MANAGEMENT, INC., A FLORIDA CORPORATION, FOR SUCH USE AS MAY BE REQUIRED AND FOR THE USE OF THE TELEPHONE, POWER AND GAS COMPANIES AS THEY MAY REQUIRE.

CONDOMINIUM UNITS OF PORT BELLEAIR NO. 2, SECTION 32-T 29S-R.15E, PINELLAS COUNTY, FLORIDA

SHEET 2 of 2



UNIT NUMBER	% OF LIVING AREA
101, 201, 301	3.00%
102, 103, 104, 105, 106	2.87%
107, 108, 202, 203, 204	
205, 206, 207, 208, 302	
303, 304, 305, 306, 307	
308	3.25%
109, 209, 309	3.27%
110, 210, 310	4.91%
401	6.14%
402	



ELEVATIONS	CEILING ELEV.	FLOOR ELEV.
FOURTH FLOOR	89.94'	81.02'
THIRD FLOOR	74.10'	57.51'
SECOND FLOOR	65.35'	48.89'
FIRST FLOOR	56.71'	39.27'
* CENTER PORTION OF LIVING RM. CEILING ONLY	48.06'	76.23'

- LEGEND**
- S-P = SCREENED PORCH
 - S = STAIRS
 - E = ELEVATOR
 - ST = STORAGE
 - T = TRASH CHUTE

CERTIFICATE:
 I HEREBY CERTIFY THAT ON JANUARY 27, 1989 I COMPLETED A SURVEY OF THE CONDOMINIUM UNITS OF PORT BELLEAIR NO. 2. ALL DIMENSIONS REFER TO INSIDE DIMENSIONS OF EACH APARTMENT. ALL BOUNDARY WALLS ARE COMMON ELEMENTS AND ARE 0.67 FEET THICK. ELEVATIONS OF FLOORS AND CEILINGS ARE SHOWN ABOVE.

James W. MacFarlane
 JAMES W. MACFARLANE
 FLORIDA REGISTERED LAND SURVEYOR NO. 1984

PREPARED BY
 FRANKLIN ENGINEERING LIMITED
 BELLEAIR BLUFFS, FLORIDA

MAINTENANCE AGREEMENT

THIS AGREEMENT, made and entered into this 11th day of March, A. D. 1969, by and between BAY MANAGEMENT, INC., a corporation existing under the laws of the State of Florida, party of the first part, hereinafter called the "Maintenance Contractor" and PORT BELLEAIR NO. 2, INC., a non-profit Corporation existing under the laws of the State of Florida party of the second part, hereinafter called the "Association".

W I T N E S S E T H

WHEREAS, the parties hereto desire to enter into an Agreement for the performance of maintenance services as hereinafter described on the following described realty, which consists of one (1) building containing thirty-two (32) units and related facilities, legally described as:

Tract "B" being a part of Lot 24, Sunset Bluff Subdivision, as recorded in Plat Book 25, pages 28 and 29, public records of Pinellas County, Florida, and the land lying 190.00 feet to the East of and adjacent to said Lot 24, and being more particularly described as follows:

Begin at the SW corner of the NE 1/4 of Section 32, Township 29 South, Range 15 East, Pinellas County, Florida, thence run South 89° 03' 57" East, 300.00 feet; thence run North 01° 23' 52" East, 335.00 feet to the Point of Beginning; Continue thence North on the West right-of-way line of Sunset Boulevard North 01° 23' 52" East, 100.00 feet to a point; thence run North 89° 03' 57" West, 353.35 feet to a point on the East right-of-way line of Bluff View Drive; thence along said right-of-way on a curve concave to the East of radius 1115.78 feet, arc length 21.57 feet, chord length 21.57 feet, bearing South 19° 21' 44" West, to a point; thence continue along said right-of-way South 18° 48' 30" West, 83.57 feet to a point; thence run South 89° 03' 57" East, 385.01 feet to the point of beginning, containing therein 0.85 acres, more or less,

and Subject to such easements that may be noted for utilities and access which are dedicated for the use of Bay Management, Inc., a Florida Corporation, for such use as may be required and for the use of the telephone, power and gas companies as they may require.

EXHIBIT "B"

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 St. Petersburg, Florida 33733

WHEREAS, the parties desire to provide within this Agreement the maintenance services to be performed;

NOW THEREFORE, for and in consideration of the sum of ten dollars and other good and valuable considerations, each to the other in hand paid, the receipt whereof is hereby acknowledged, the parties agree as follows:

1. That this Maintenance Agreement shall run for a period of twenty-five (25) years from the date hereof.

2. The Maintenance Contractor shall provide and carry and pay for public liability insurance for a minimum coverage of Five Hundred Thousand Dollars (\$500,000.00) single limit bodily injury and/or property damage; and insurance covering fire and extended coverage on the building consisting of thirty-two (32) units, as provided for and subject to all of the conditions of paragraph 17 of the Declaration of Condominium, save and except paragraph 17 (b) (3). It is specifically understood by all parties herein that insurance covering fire and extended coverage on the building shall cover the physical building itself, together with the common elements thereon, but shall not cover the personal effects and/or personal property of the condominium unit owner.

3. That the Maintenance Contractor shall maintain, service and repair as to ordinary wear and tear caused by usage and the elements, all public walkways and road ways used for ingress and egress to the condominium property.

4. That the Maintenance Contractor shall be responsible for the payment of sewer charges to each of the said condominium units to the corporate sovereign having jurisdiction over said sewer service charges. In addition thereto, the Maintenance Contractor shall supply all condominium units with cold running water.

5. That the Maintenance Contractor shall provide, maintain and care for the lawn and shrubbery service and all on-site walkways on the condominium property, however, the Maintenance Contractor shall not be responsible for any damages caused by any act of God, which shall include, but not be limited to, wind, flooding, hurricane, frost or freezing, etc.

6. That the Maintenance Contractor shall provide, service and maintain lighting for the exterior of the condominium building, including the lighting of the hallways and other portions of the common elements.

7. That the Maintenance Contractor shall provide garbage and trash collections, which collections shall not be less than two nor more than three pickups per week.

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8. That the Maintenance Contractor shall designate and provide from time to time during the term of this contract, a recreational area to be used by the condominium unit owners for recreational and social purposes, under the supervision and direction of the Maintenance Contractor, however, ownership of such recreational facility shall remain with the Developer and/or Maintenance Contractor.

9. That the Maintenance Contractor shall have the sole right to maintain, own and operate vending machines and automatic coin laundries and driers on the premises and all income from said machines shall belong to the Maintenance Contractor and any expenses in connection with said operation shall be paid by the Maintenance Contractor; and all charges shall be reasonable and in accordance with the average rates and charges for similar services.

10. That the Maintenance Contractor shall keep the exterior of said condominium building painted and shall furnish the necessary repairs to preserve the exterior appearance of said building against ordinary wear and tear. However, the Maintenance Contractor shall not be responsible for the washing of windows or replacement of same, and shall not be responsible for the maintenance of screens that enclose screen porches. The Maintenance Contractor further agrees to keep the condominium building and the areas included in the common elements, which shall include the parking area therein, "broom swept" and neat and presentable in appearance at all times.

11. That the Maintenance Contractor covenants and agrees, at its own expense, to procure and keep in force, public liability and workmen's compensation insurance to protect the Maintenance Contractor and the Association completely from any claim or damage to persons or property or for an injury to any employee of Maintenance Contractor incurred while Maintenance Contractor or his workmen are performing any duties under the terms of this Agreement for a minimum coverage of One Million Dollars (\$1,000,000.00) single limit bodily injury and/or property damage.

12. That the Maintenance Contractor shall not, under any circumstances, be liable under or by reason of this Agreement, directly or indirectly, for any accident, injury, breakage or damage of any machinery or appliances not attributable to the action or inaction of the Maintenance Contractor 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 materials or failure to perform duties as hereinabove provided when such is caused by fire, flood, strike, acts of civil or military authorities, or by insurrection or riot, or by any other cause which is unavoidable or beyond its control.

13. It is understood and agreed that the expenses of this

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Maintenance Agreement shall be apportioned to each condominium parcel owners in the condominium as follows, per month:

- (A) Unit 308;
- (B) Units 102, 103, 104, 105, 106, 107 and 108;
- (C) Units 202, 203, 204, 205, 206, 207 and 208;
- (D) Units 302, 303, 304, 305, 306 and 307;
- (E) Unit 101;
- (F) Unit 110;
- (G) Unit 201;
- (H) Unit 210;
- (I) Units 301, 309 and 310;
- (J) Unit 109;
- (K) Unit 209;
- (L) Unit Penthouse East;
- (M) Unit Penthouse West;

(A)	(B)	(C)	(D)	(E)	(F)	(G)	FROM	THROUGH
67.50	69.50	71.00	72.50	73.00	73.50	74.50		12/31/72
70.50	72.50	74.00	75.50	76.00	76.50	77.50	1/1/73	12/31/77
73.50	75.50	77.00	78.50	79.00	79.50	80.50	1/1/78	12/31/82
76.50	78.50	80.00	81.50	82.00	82.50	83.50	1/1/83	12/31/87
79.50	81.50	83.00	84.50	85.00	85.50	86.50	1/1/88	12/31/92
82.50	84.50	86.00	87.50	88.00	88.50	89.50	1/1/93	Balance of term of contract

(H)	(I)	(J)	(K)	(L)	(M)	FROM	THROUGH
75.00	76.00	78.50	80.00	126.00	157.00		12/31/72
78.00	79.00	81.50	83.00	129.00	160.00	1/1/73	12/31/77
81.00	82.00	84.50	86.00	132.00	163.00	1/1/78	12/31/82
84.00	85.00	87.50	89.00	135.00	166.00	1/1/83	12/31/87
87.00	88.00	90.50	92.00	138.00	169.00	1/1/88	12/31/92
90.00	91.00	93.50	95.00	141.00	172.00	1/1/93	Balance of term of contract

The primary obligation, however, for payment to the Maintenance Contractor shall be by the condominium owners collectively for the gross amounts as indicated above monthly. Each owner of a condominium unit shall be responsible for payment to the Maintenance Contractor in an amount as provided for in the schedule set forth hereinabove, which sum shall be payable to the Maintenance Contractor in the amount as provided for in said schedule, which shall be payable monthly as of the date of closing and/or occupancy of

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the condominium unit, whichever shall occur first. That in the event the owner of the condominium unit fails to pay the specified amount provided for the designated unit which he occupies as provided for hereinabove to the Maintenance Contractor on or before the tenth day of each month, then the Maintenance Contractor shall be authorized to discontinue and terminate any one or all of the services to such unit that are provided for by the Maintenance Contractor until said owner shall have made full payment in accordance with the terms and conditions of this Agreement. However, it is specifically understood that the Maintenance Contractor shall be authorized during the term of this Agreement to delegate the authority of the collections by the Maintenance Contractor from the various condominium owners to the said Association. That in such event such a delegation is made by the Maintenance Contractor, the payment due to the Maintenance Contractor by the Association shall be in the gross amount as indicated above monthly and shall be payable on the first day of each and every month commencing from the date of closing and/or occupancy of the condominium unit, whichever shall occur first, and in the event the Association fails to pay the amounts provided for hereinabove to Maintenance Contractor by the tenth of each month, then the said Maintenance Contractor is hereby authorized to discontinue and terminate any one or all of the services as provided for herein until such time as the Association has made full payment in accordance with the terms and conditions of this agreement.

14. In addition to those rights set forth hereinabove, the Maintenance Contractor, for the fee charged against each condominium unit made hereunder and costs incurred in collecting same, including a reasonable attorneys fee, shall be secured by a lien against the condominium unit and all interest therein owned by the member against which the lien is made, and such lien shall arise in favor of Maintenance Contractor and shall come into effect upon recordation of this instrument and the lien for all such sums due hereunder 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 an institutional first mortgagee.

15. The Maintenance Contractor shall maintain, service and repair the water and sewer main lines and all connections therewith that lie within the easements of above described property.

16. Wherein it is now provided for the non-profit corporation, either in its articles of incorporation or its By-Laws, that it shall maintain books and records pertaining to the affairs of the Association, it is agreed that the Maintenance Contractor shall, as part of its services in connection with this Maintenance Agreement, undertake, at the expense of the Maintenance Contractor, as a service to the Association, to provide the service of maintaining any and all books and records necessary during the term of this Maintenance Agreement for the said Association.

17. The Maintenance Contractor shall, during the term of this Agreement, provide for the benefit and use of the Association, a Gate House and Security Guard. The Security Guard shall be under the employ of the Maintenance Contractor.

18. The Maintenance Contractor shall have the sole right to de-

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signate and allot parking spaces for each condominium unit and guests.

19. This Agreement shall be binding upon the heirs, assigns, legal representatives and successors of the parties hereto.

IN WITNESS WHEREOF, we have hereunto set our hands and seals the day and year first above written.

Signed, Sealed and Delivered in the Presence of:

Maria J. Lee
Elvin M. Courtney

BAY MANAGEMENT, INC.

By Dave Zimring
Dave Zimring, President

Attest William B. Axelrod
William B. Axelrod, Secretary

PORT BELLEAIR NO. 2, INC.

By Dave Zimring
Dave Zimring, President

Attest Carol Ford
Carol Ford, Secretary

STATE OF FLORIDA)
COUNTY OF PINELLAS)

I HEREBY CERTIFY, That on this 11th day of March 1969, before me personally appeared DAVE ZIMRING and WILLIAM B. AXELROD, President and Secretary respectively of BAY MANAGEMENT, INC., a corporation existing under the laws of the State of Florida, and PORT BELLEAIR NO. 2, INC., a non-profit corporation, with DAVE ZIMRING and CAROL FORD as President and Secretary respectively of said non-profit corporation, to me known and known to me to be the persons described in and who executed the foregoing instrument, and severally acknowledged before me that 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 seals of said corporations, and the said instrument is the act and deed of said corporations.

WITNESS my hand and official seal at St. Petersburg, in the County of Pinellas and State of Florida, the day and year last aforesaid.

Maria J. Lee
Notary Public

NOTARY PUBLIC, STATE of FLORIDA at LARGE
MY COMMISSION EXPIRES JULY 22, 1970
BONDED THROUGH FRED W. DIESTELHORST

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BY - LAWS OF

PORT BELLEAIR NO. 2, INC.

A Florida non-stock, non-profit Membership Corporation

ARTICLE I
GENERAL

Section 1. The Name: The name of the corporation shall be PORT BELLEAIR NO. 2, INC., a condominium.

Section 2. Principal Office: The principal office of the corporation shall be at 147 Bluffview Drive, Belleair Bluffs, Pinellas County, State of Florida, or at such other place as may be subsequently designated by the Board of Directors.

Section 3. Definition: As used herein, the term "Corporation" shall be the equivalent of "association" as defined in the Declaration of Condominium of PORT BELLEAIR NO. 2, INC., a Condominium, and all other words as used herein shall have the same definitions as attributed to them in said Declaration of Condominium.

Section 4. Identity: That in addition to the within By-Laws being the By-Laws of PORT BELLEAIR NO. 2, INC., these By-Laws are established pursuant to Section II of the Florida Condominium Act, Chapter 63-35, Florida Statutes, 1963, and are hereby annexed to and made a part of the Declaration of Condominium of PORT BELLEAIR NO. 2, INC.

ARTICLE II
DIRECTORS

Section 1. Number and Term: The number of directors who shall constitute the whole board shall be not less than five (5) nor more than seven (7). Until succeeded by directors elected at the first annual meeting of members, directors need not be members; thereafter, all directors shall be members. Within the limits above specified, the number of directors shall be determined by the members at the annual meeting. The Directors shall be elected at the annual meeting of the members, and each director shall be elected to serve for the term of one (1) year or until his successor shall be elected and shall qualify.

Section 2. Vacancy and Replacement: If the office of any director or directors becomes vacant by reason of death, resignation, retirement, disqualification, removal from office or otherwise, a majority of the remaining directors, though less than a quorum, at a special meeting of directors duly called for

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this purpose, shall choose a successor or successors, who shall hold office for the unexpired term in respect to which such vacancy occurred.

Section 3. Removal: Directors may be removed for cause by an affirmative vote of a majority of the members. No director shall continue to serve on the board if, during his term of office, his membership in the corporation shall be terminated for any reason whatsoever.

Section 4. First Board of Directors: The first board of directors shall consist of DAVE ZIMRING, CAROL FORD, WILLIAM B. AXELROD, CARL G. PARKER, and JEAN WILLSON, who shall hold office and exercise all powers of the Board of Directors until the first membership meeting, anything herein to the contrary notwithstanding; provided any or all of said directors shall be subject to replacement in the event of resignation or death as above provided.

Section 5. Powers: The property and business of the corporation shall be managed by the board of directors, who may exercise all corporate powers not specifically prohibited by statute, the certificate of incorporation, or the Declaration to which these By-Laws are attached. The powers of the board of directors shall specifically include, but not be limited to, the following items:

A. To make and collect assessments and establish the time within which payment of same are due.

B. To 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.

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

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

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

F. To collect delinquent assessments by suit or otherwise, abate nuisances and enjoin or seek damages from the unit owners for violations of these By-Laws and the terms and conditions of the Declaration.

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

H. To make reasonable rules and regulations for the occupancy of the condominium parcels.

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

Section 7. Meetings:

A. The first meeting of each board newly elected by the members shall be held immediately upon adjournment of the meeting at which they were elected, provided a quorum shall then be present, or as soon thereafter as may be practicable. The annual meeting of the Board of Directors shall be held at the same place as the general members' meeting, and immediately after the adjournment of same.

B. No notice of a Board of Directors meeting shall be required if the Directors meet by unanimous written consent. The directors may, by resolution duly adopted, establish regular monthly, quarter-annual or semi-annual meetings. If such resolution is adopted, no notice of such regular meetings of the Board of Directors shall be required.

C. Special meetings of the board may be called by the President of five (5) days notice to each director. Special meetings shall be called by the President or Secretary in a like manner and on like notice on the written request of three (3) directors.

D. At all meetings of the Board, a majority of the directors shall be necessary and sufficient to constitute a quorum for the transaction of business, and the act of a majority of the directors present at any meeting at which there is a quorum shall be the act of the Board of Directors, except as may be otherwise specifically provided by statute or by the Certificate of Incorporation or these By-Laws. If a quorum shall not be present in any meeting of directors, the directors present thereat may adjourn the meeting from time to time without notice other than announcement at the meeting until a quorum shall be present.

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

- A. Roll call.
- B. Reading of minutes of last meeting.
- C. Consideration of communications.
- D. Resignations and elections.
- E. Report of officers and employees.
- F. Reports of committees.
- G. Unfinished business.
- H. Original resolutions and new business.
- I. Adjournment.

Section 9. Annual Statement: The board will present, not less often than at the annual meetings, and when called for by a vote of the members, at any special meeting of the members, a full and clear statement of the business and conditions of the corporation.

ARTICLE III
OFFICERS

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

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

Section 3. Election: The board of directors at its first meeting after each annual meeting of general members shall elect a President, a Secretary and a Treasurer, none of whom, except the President, need be a member of the board.

Section 4. Term: The officers of the corporation shall hold office until their successors are chosen and qualify in their stead, and any officer elected or appointed by the board of

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directors may be removed, for cause, at any time by the affirmative vote of a majority of the whole board of directors.

Section 5. The President:

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

B. He shall execute bonds, mortgages and other contracts requiring a seal, under the seal of the corporation, except where the same is required or permitted by law to be otherwise signed and executed and except where the signing and execution thereof shall be expressly delegated by the board of directors to other officers or agents of the corporation.

Section 6. The Secretary:

A. The Secretary shall keep the minutes of the member meetings and of the board of directors' meetings in one or more books provided for that purpose.

B. He shall see that all notices are duly given in accordance with the provisions of these By-Laws or as required by law.

C. He shall be custodian of the corporate records and of the seal of the corporation and shall see that the seal of the corporation is affixed to all documents, the execution of which on behalf of the corporation under its seal is duly authorized in accordance with the provisions of these By-Laws.

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

E. In general, he shall perform all duties incident to the office of Secretary and such other duties as from time to time may be assigned to him by the President or by the board of directors.

Section 7. The Vice President: The Vice President shall be vested with all the powers and required to perform all the duties of the President in his absence, and such other duties as may be prescribed by the board of directors.

Section 8. The Treasurer:

A. The Treasurer shall keep full and accurate accounts

of receipts and disbursements in books belonging to the corporation, and shall deposit all monies and other valuable effects in the name and to the credit of the corporation in such depositories as may be designated by the board of directors, the Articles of Incorporation or these By-Laws.

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

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

Section 9. Vacancies: If the office of any Director, or of the President, Vice President, Secretary or Treasurer, or one or more, becomes vacant by reason of death, resignation, disqualification or otherwise, the remaining Directors, by a majority vote of the whole Board of Directors provided for in these By-Laws may choose a successor or successors who shall hold office for the unexpired term.

Section 10. Resignations: Any Director or other Officer may resign his office at any time, such resignation to be made in writing, and to take effect from the time of its receipt by the Corporation, unless some time be fixed in the resignation, and then from that date. The acceptance of a resignation shall not be required to make it effective.

ARTICLE IV
MEMBERSHIP

Section 1. There shall be no stock certificates issued by this Corporation. There shall be no more than thirty-two (32) members of the Corporation.

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

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interest in the common elements of the condominium, and such transfers shall be subject to the procedures set forth in the Declaration.

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

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

There shall not be more than thirty-two (32) voting members at any one time and each may cast one (1) vote. A person or entity owning more than one (1) condominium parcel may be designated as a voting member for each such condominium parcel which he or it owns. Failure by all owners of any single condominium parcel to file the aforementioned written, sworn statement with the Secretary prior to a members' meeting will result in depriving such owners of a single condominium parcel of a vote at such meeting.

A membership may be owned by more than one (1) 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 (1) person, all of the owners of such membership shall be entitled collectively to only one (1) voice or ballot in the management of the affairs of the Corporation in accordance with the Declaration of Condominium and the vote may not be divided between plural owners of a single membership.

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

ARTICLE V
MEETINGS OF MEMBERSHIP

Section 1. Place: All meetings of the corporate membership shall be held at the office of the Corporation or other place as may be stated in the notice.

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Section 2. Annual Meeting: The first annual meeting of the members of the Corporation shall be held on the second Monday of March, A.D. 1970 unless sooner callable in accordance with the provisions of Article III of the Articles of Incorporation.

Regular annual meetings subsequent to 1970 shall be held on the second Monday of March of each succeeding year, if not a legal holiday, and if a legal holiday, then on the next secular day following.

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

Section 4. Special Meetings:

A. Special meetings of the members, for any purpose or purposes, unless otherwise prescribed by Statute or by the Certificate of Incorporation, may be called by the President and shall be called by the President or Secretary at the request, in writing, of a majority of the Board of Directors, or at the request, in writing, of seventeen (17) members. Such request shall state the purpose of the proposed meeting.

B. Written notice of a special meeting of members stating the time, place and object thereof, shall be served upon or mailed to each member entitled to vote thereat, at such addresses as appear on the books of the Corporation, at least five (5) days before such meeting.

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

Section 5. Right to Vote: At any meeting of the members, every member having the right to vote shall be entitled to vote in person or by proxy. Such proxy shall only be valid for such meeting or subsequent adjourned meetings thereof.

Section 6. Vote Required to Transact Business: When a quorum is present at any meeting, the majority of the vote of the members present in person or represented by written proxy shall decide any question brought before the meeting, unless the question is one upon which, by express provision of the Florida Statutes, the Declaration, the Certificate of Incorporation, or of the By-Laws, a different vote is required, in which case, such express provision shall govern and control the decision of such question.

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Section 7. Quorum: Fifty-one per cent (51%) of the total number of members of the Corporation present in person or represented by written proxy, shall be requisite to and shall constitute a quorum at all meetings of the members for the transaction of business, except as otherwise provided by statute, by the Certificate of Incorporation or by these By-Laws. If, however, such quorum shall not be present or represented at any meeting of the members, the members entitled to vote thereat, present in person or represented by written proxy, shall have power to adjourn the meeting from time to time, without notice other than announcement at the meeting, until a quorum shall be present or represented. At such adjourned meeting at which a quorum shall be present or represented, any business may be transacted which might have been transacted at the meeting originally called.

Section 8. Waiver and Consent: Whenever the vote of members at a meeting is required or permitted by any provision of the Statutes or the Certificate of Incorporation or of these By-Laws to be taken in connection with any action of the Corporation, the meeting and vote of members may be dispensed with if all of the members who would have been entitled to vote upon the action if such meeting were held shall consent in writing to such action being taken.

ARTICLE VI
NOTICES

Section 1. Definition: Whenever under the provisions of the Statutes or of the Certificate of Incorporation or of these By-Laws notice is required to be given to any Director or member, it shall not be construed to mean personal notice, but such notice may be given in writing by mail, by depositing the same in a post office or letter box in a postpaid, sealed wrapper, addressed as appears on the books of the Corporation.

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

ARTICLE VII
FINANCES

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

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

ARTICLE VIII

SEAL

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

ARTICLE IX

ESCROW ACCOUNT FOR REAL PROPERTY TAXES

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

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

On the first day of each and every month, each condominium parcel owner may deposit with the Treasurer a sum that is determined by the Association to be calculated upon a monthly basis for real property taxes for the year 1969, and on the 20th day of November of each year, the Treasurer shall re-calculate the said sums based upon the estimated or known yearly real property tax assessments in order to establish substantially correct escrow sums for the subsequent year.

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

Upon owner's receipt of the real property tax bill, he shall present same to the Treasurer for payment. Upon presentation, the Treasurer shall inform the owner of any tax deficiency in order to pay said taxes and in the event of a deficiency, the owner shall deposit forthwith said deficiency sum with the Treasurer. The Treasurer shall, within three (3) days of presentation cause a draft to be issued from the account in the amount of the tax bill payment to the taxing authority. In the event of an overage accumulated deposit of escrow funds by any owner, the

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Treasurer upon owner's request, shall cause a draft to be issued from said account payable to the owner and deliver same to the owner, provided that overages may only be claimed during the months of November and December, and after said owner's current real property tax bill has been paid in full.

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

The requirement for payment of escrow deposit as hereinabove stated shall be considered a special assessment levied upon the individual condominium parcel owner which shall be enforceable upon the same terms and conditions wherein the owner's default was for non-payment of any assessment required to be paid pursuant to the Declaration of Condominium.

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

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

Each condominium unit owner shall be entitled to any benefits realized from homestead exemption for purposes of any state and county real property taxes pro-rata to his ownership of the said common elements as more particularly set forth in the said Declaration of Condominium, only in the event the condominium parcel owner qualifies for said homestead exemption.

However, whichever option the Association approves by a 51% vote of its membership shall be controlling on all members.

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ARTICLE X
HOUSE RULES

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

A. The condominium units shall be used only for residential purposes.

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

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

D. Condominium units may be used for personal business use but not for commercial use.

E. No children under the age of sixteen (16) years shall be permitted to live as permanent residents in the condominium units; provided, however, that nothing herein shall prevent owners from having children as visitors or guests for a limited period of time.

F. Common elements shall not be obstructed, littered, defaced or misused in any manner.

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

ARTICLE XI
DEFAULT

A. In the event an owner of a condominium parcel does not pay any sums, charges or assessments required to be paid to the Corporation within thirty (30) days from the due date, the Corporation, acting on its own behalf or through its Board of Directors or manager acting on behalf of the Corporation, may foreclose the lien encumbering the condominium parcel created by nonpayment of the required monies in the same fashion as mortgage liens are foreclosed. The Corporation shall be entitled to the appointment of a Receiver if it so requests. The Corporation shall have the right to bid in the condominium parcel at a foreclosure sale and to acquire, hold, mortgage and convey the same. In lieu of foreclosing its lien, the Corporation may, through its Board of Directors, or manager acting in behalf of the Corporation or in its own behalf, bring suit to recover a money judgment for

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

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

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

B. In the event of violation of the provisions of the enabling Declaration, Corporate Charter or restrictions and By-Laws, as the same are now or may hereafter be constituted, the Corporation, on its own behalf, may bring appropriate action to enjoin such violation or to enforce the provisions of the documents just hereinabove enumerated, or sue for damages or take all such courses of action at the same time, or for such other legal remedy it may deem appropriate.

In the event of such legal action brought against a condominium parcel owner, the losing defendant shall pay the Plaintiff's reasonable attorney's fee and court costs. Each owner of a condominium parcel, for himself, his heirs, successors and assigns, agrees to the foregoing provisions relating to default and abatement of nuisance, regardless of the harshness of the remedy available to the Corporation, and regardless of the availability of the other equally adequate legal procedures. It is the intent of all owners of condominium parcels to give to the Corporation a method and procedure which will enable it at all times to operate on a businesslike basis, to collect those monies due and owing it from owners of condominium parcels and to preserve each owner's right to enjoy his condominium unit free from unreasonable restraint and nuisance.

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ARTICLE XII
REGISTERS

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

Section 2. Any application for the transfer of membership or for a conveyance of interest in a condominium parcel or a lease of a condominium parcel shall be accompanied by an application fee in the amount of Twenty-five Dollars (\$25.00) to cover the cost of contacting the references given by the applicant and such other costs of investigation that may be incurred by the Board of Directors.

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

ARTICLE XIII
SURRENDER

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

ARTICLE XIV
AMENDMENT OF BY-LAWS

The By-Laws of the corporation may be altered, amended, or repealed, unless specifically prohibited herein, at any regular or special meeting of the members by a three-fourths (3/4) vote of all members of the Corporation, unless a contrary vote is required pursuant to the Articles of Incorporation, and provided that notice of said membership meeting has been given in accordance with these By-Laws and that the notice as aforesaid contained a full statement of the proposed amendment. No modification or amendment to the By-Laws shall be valid unless set forth or annexed to a duly recorded amendment to the Declaration of Condominium.

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ARTICLE XV
CONSTRUCTION

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

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

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WARRANTY DEED

THIS WARRANTY DEED, made and executed this _____ day of _____, A.D. 1969, by PORT BUILDERS, INC., a corporation existing under the laws of the State of Florida, and having its principal place of business in the County of Pinellas and State of Florida, hereinafter called the "Grantor", to

whose mailing address is Unit _____, 147 Huffview Drive, Belleair Bluffs, of the County of Pinellas and State of Florida, hereinafter called the "Grantee".

(Whenever used herein, the terms "Grantor" and "Grantee" shall be construed to include the masculine, feminine, singular or plural as the context indicates, and the heirs, legal representatives and assigns of individuals and the successors and assigns of corporations.)

W I T N E S S E T H :

That the Grantor, for and in consideration of ten dollars and other good and valuable considerations, the receipt whereof is hereby acknowledged, by these presents does grant, bargain, sell, alien, remise, release, convey and confirm unto the Grantee, all that certain property located in Pinellas County, Florida, viz:

Unit No. _____, from the condominium plat of PORT BELLEAIR NO. 2, INC., according to Condominium Plat Book _____, page _____, public records of Pinellas County, Florida, and being further described in that certain Declaration of Condominium filed _____ in O. R. Book _____, page _____, as Clerk's Instrument No. _____, public records of Pinellas County, Florida, together with an undivided _____% share in the common elements appurtenant thereto.

A perpetual and non-exclusive easement in common with but not limited to, all other owners of undivided interests in the improvements upon the land above described, for ingress and egress and use of all public passageways as well as common areas and facilities upon the land above described.

TO HAVE AND TO HOLD the same in fee simple forever.

And, the Grantor hereby covenants with said Grantee that it is lawfully seized of said real property in fee simple; that it has good right and lawful authority to sell and convey said property; that it hereby fully warrants the title to said real property and will defend the same against the lawful claims of all persons whomsoever; and that said real property is free of all encumbrances, less and except the following:

S P E C I M E N F O R M

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Post Office Box 12078
St. Petersburg, Florida 33733

1. Taxes and assessments for the year 19__ and subsequent years.
2. Conditions, restrictions, reservations, covenants, limitations and easements of record.
3. Governmental zoning.
4. Questions of location, measurement and survey.
5. Declaration of Condominium of PORT BELLEAIR NO. 2, INC a condominium, filed _____, in O. R. Book _____, page _____, as Clerk's Instrument No. _____, public records of Pinellas County, Florida, together with the By-Laws of PORT BELLEAIR NO. 2, INC., a non-profit Florida corporation, and together with the Maintenance Agreement with BAY MANAGEMENT, INC., a Florida Corporation.

IN WITNESS WHEREOF, the Grantor has caused these presents to be executed in its name, and its corporate seal to be hereunto affixed by its proper officers thereto duly authorized the day and year first above written.

Signed, Sealed and Delivered
in the Presence of:

PORT BUILDERS, INC.

By _____
President

Attest _____
Secretary

STATE OF FLORIDA)
COUNTY OF PINELLAS)

I HEREBY CERTIFY, That on this _____ day of _____, 19__ , before me personally appeared _____ and _____, President and Secretary respectively of PORT BUILDERS, INC., a corporation existing under the laws of the State of Florida, to me known to be the persons described in and who executed the foregoing Warranty Deed 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.

WITNESS my hand and official seal at St. Petersburg, in the County of Pinellas and State of Florida, the day and year last aforesaid.

Notary Public

Law Office
Parker, Battaglia and Ross
3525 Central Avenue
Post Office Box 12018
St. Petersburg, Florida 33733

A F F I D A V I T

STATE OF FLORIDA)
) ss.
COUNTY OF PINELLAS)

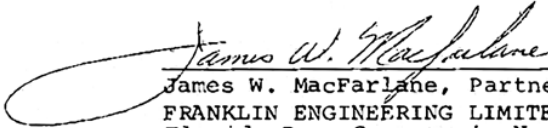
I HEREBY CERTIFY, That on this day personally appeared before me, the undersigned authority, JAMES W. MACFARLANE, Partner of FRANKLIN ENGINEERING LIMITED, a Limited Partnership of Florida, who, after being duly sworn as required by law, deposes and says:

1. That the plat of PORT BELLEAIR NO. 2, is as attached to and made a part of that certain Declaration of Condominium as Exhibit "A", to which this Affidavit is attached, and is a true and correct representation of the improvements there described, and that there can be determined therefrom the identification, location, dimensions and size of the common elements and of each unit.


2. That from said survey and other documents recorded in said Declaration of Condominium of PORT BELLEAIR NO. 2, INC., can be determined the location of each unit within the improvements as situated on the land.

3. That this Affidavit is given for compliance with Section 711.08 (e), Florida Statutes, 1963, and is and shall be made a part of the aforesaid Declaration of Condominium of PORT BELLEAIR NO. 2, INC., a Condominium.

FURTHER AFFIANT SAITH NOT.


James W. MacFarlane, Partner
FRANKLIN ENGINEERING LIMITED
Florida Reg. Surveyor's No. 1584

Sworn to and subscribed before me
this 20th day of February, 1969.


Notary Public
My commission expires:

Notary Public, State of Florida at Large
My Commission Expires Feb. 6, 1971
Bonded By American Fire & Casualty Co.



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3835 Central Avenue
Post Office Box 12078
St. Petersburg, Florida 33733

State of Florida

Secretary of State



I, Tom Adams, Secretary of State of the State of Florida,
Do Hereby Certify That the following is a true and correct copy of

Certificate of Incorporation
of

PORT BELLEAIR NO. 2, INC., A CONDOMINIUM

a corporation not for profit organized and existing under the Laws of the
State of Florida, filed on the 25th day of February
A.D., 19 69 as shown by the records of this office.

Given under my hand and the Great Seal of the
State of Florida, at Tallahassee, the Capital,
this the 26th day of February
A.D. 19 69.



Tom Adams
Secretary of State

ARTICLES OF INCORPORATION

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:

FILED
1959 FEB 25 PM 2:24
SECRETARY OF STATE
TALLAHASSEE, FLORIDA

I.

The name of the corporation shall be:
PORT BELLEAIR NO. 2 , INC., a Condominium.

II.

The purpose for which the corporation is organized shall be to buy, sell, lease or sub-lease, and 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, a certain multi-unit residential building and the land upon which said building shall be situated in Pinellas County, Florida, a condominium, which multi-unit residential building shall be known as PORT BELLEAIR NO. 2, a condominium; the land on which said building shall be situated being legally described as follows:

TRACT "B", being a part of Lot 24, Sunset Bluff Subdivision, as recorded in Plat Book 25, pages 28 and 29, public records of Pinellas County, Florida and the land lying 190.00 feet to the East of and adjacent to said Lot 24, and being more particularly described as follows:

Begin at the Southwest corner of the Northeast 1/4 of Section 32, Township 29 South, Range 15 East, Pinellas County, Florida,

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St. Petersburg, Florida 33733

thence run South 89° 03' 57" East 300.00 feet; thence run North 01° 23' 52" East, 335.00 feet to the Point or Beginning; continue thence North on the West right-of-Way line of Sunset Boulevard North 01° 23' 52" East, 100.00 feet to a point; thence run North 89° 03' 57" West, 353.35 feet to a point on the East right-of-way line of Bluff View Drive; thence along said right-of-way on a curve concave to the East of radius 1115.78 feet, arc length 21.57 feet, chord length 21.57 feet, bearing South 19° 21' 44" West to a point; thence continue along said right-of-way South 18° 48' 30" West, 83.57 feet to a point; thence run South 89° 03' 57" East, 385.01 feet to the point of beginning, containing therein 0.85 acres, more or less, and

Subject to such easements that may be noted for utilities and access which are dedicated for the use of Bay Management, Inc., a Florida Corporation, for such use as may be required and for the use of the telephone, power and gas companies as they may require.

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 well-being 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 standard of the physical

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appearance of the buildings, to formulate By-Laws, rules or 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 for the accomplishment of its purposes as set forth herein and as permitted by Chapter 617, Florida Statutes, entitled Corporations Not For Profit.

III.

PORT BUILDERS, INC., a Florida Corporation, hereinafter referred to as the Developer, shall make and declare a certain Declaration of Condominium submitting the property described herein to condominium ownership under the restrictions, reservations, covenants, conditions and easements set out therein, which shall be applicable to said property and all interests therein, to-wit:

(a) Legal description as more fully set forth in Article II herein.

(b) All improvements erected or installed on said land, including one (1) building containing thirty-two (32) condominium units and related facilities.

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 Developer has conveyed twenty-eight (28) condominium units to the individual grantees, as said condominium units are defined in the Declaration of Condominium, or for a period of five (5) years after completion of improvements upon the property hereinabove described in Article II, whichever event shall occur first. Thereafter,

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such three (3) persons named shall cease to be members of the corporation, unless they are either the Developer or a grantee of the Developer, and the individuals to whom the condominium units have been conveyed shall be voting members of the corporation. The By-Laws of the corporation may not change or alter this Article.

IV.

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

V.

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

Dave Zimring	3100 West Bay Drive Belleair Bluffs, Florida
William B. Axelrod	3100 West Bay Drive Belleair Bluffs, Florida
Carol Ford	3100 West Bay Drive Belleair Bluffs, Florida

VI.

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 provided therefor in the By-Laws of the Corporation.

VII.

The business of the Corporation shall be conducted by a Board of Directors which shall consist of not less than five (5) members, as the same shall be provided for by the By-Laws of the

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3835 Conant Avenue
Post Office Box 12078
St Petersburg, Florida 33733*

Corporation. The members of the Board of Directors shall be elected annually by the majority vote of the members of the Corporation. The names and post office 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:

Dave Zimring	3100 West Bay Drive Belleair Bluffs, Florida President and Director
William B. Axelrod	3100 West Bay Drive Belleair Bluffs, Florida Vice President and Director
Carol Forc	3100 West Bay Drive Belleair Bluffs, Florida Secretary-Treasurer and Director
Carl G. Parker	3835 Central Avenue St. Petersburg, Florida Director
Jean L. Willson	3835 Central Avenue St. Petersburg, Florida Director

VIII.

The By-Laws of the Corporation are to be made, altered or rescinded by a three-fourths (3/4ths) vote of the members of this Corporation.

IX.

Amendments to the Articles of Incorporation may be proposed by the Board of Directors or by a majority vote of the members of the Corporation, provided, however, that no such amendments to the Articles of Incorporation shall be effective unless adopted pursuant to Article XI hereinafter.

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Purkhoy, Battaglia and Ross
3835 Central Avenue
Post Office Box 12018
St. Petersburg, Florida 33733*

X.

Section 1. No officer, Director or member shall be personally liable for any debt or other obligation of the corporation, except as provided in the Declaration of Condominium.

Section 2. Each member shall be restricted to one (1) vote, except in all elections for Directors, each member shall have the right of cumulative voting; that is to say, each member shall have the right to vote, in person or by proxy, for as many persons as there are Directors to be elected, or to distribute them on the same principle among as many candidates as he shall see fit.

Section 3. A membership may be owned by more than one owner, provided that membership shall be held in the same manner as title to the unit. In the event ownership is in more than one person, all of the owners of such membership shall be entitled collectively to only one (1) vote or ballot in the management of the affairs of the Corporation in accordance with the Declaration of Condominium, and the vote may not be divided between plural owners of a single membership.

Section 4. 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 4, Article X.

Section 5. The Corporation shall not be operated for profit, no dividends shall be paid, and no part of the income of the

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corporation shall be distributed to its members, Directors or officers.

Section 6. The members of the Corporation, individually, are responsible for all maintenance and repair within and about their condominium unit.

Section 7. Any matter or controversy or dispute between members or between a member and the Corporation shall be settled by arbitration in accordance with the rules therefor provided by the American Arbitration Association and the Statutes of the State of Florida.

Section 8. The members of this Corporation shall be subject to all of the terms, conditions, restrictions and covenants contained in the Declaration of Condominium, these Articles of Incorporation, and the By-Laws of the Corporation.

XI.

These Articles of Incorporation of the Corporation may not be amended, altered, modified, changed or rescinded by a vote of less than three-fourths (3/4ths) 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 ten (10) days prior to said meeting of the Corporation; provided, however, that no such alteration, amendment, modification, change or rescission of Article II hereinabove and Sections 4, 5, 6 and 8 of Article X may be made without the unanimous approval of the then members of the Corporation, together with the unanimous approval of all mortgagees holding a valid,

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enforceable first mortgage lien against any condominium unit, provided such mortgagees are institutional mortgagees, such as a bank, savings and loan association or insurance company authorized to transact business in the State of Florida.

XII.

This Corporation shall provide and may contract for recreational facilities to be used by the condominium unit owners for recreational and social purposes.

XIII.

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, including, but not limited to, the provisions of the Maintenance Agreement as it may pertain to this Corporation, then the said Corporation shall revert back 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 the Articles of Incorporation and By-Laws of this Condominium.

XIV.

The principal place of business of this Corporation shall be located at 147 Bluffview Drive, Belleair Bluffs, Pinellas County, Florida, or at such other place of places as may be designated from time to time.

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3825 Central Avenue
Post Office Box 12013
St. Petersburg, Florida 33733*

IN WITNESS WHEREOF the subscribing incorporators have hereunto set their hands and seals and caused these Articles of Incorporation to be executed this 21st day of February, 1969.

Don Zimring L.S.
Dave Zimring

William B. Axelrod L.S.
William B. Axelrod

Carol Ford L.S.
Carol Ford

STATE OF FLORIDA)
COUNTY OF PINELLAS)

Before me, the undersigned authority, personally appeared DAVE ZIMRING, WILLIAM B. AXELROD and CAROL FORD, to me well known and known to me to be the persons described in and who executed the foregoing Articles of Incorporation, and have severally acknowledged before me that they executed the same freely and voluntarily and for the purposes therein mentioned.

WITNESS my hand and official seal at Belleair Bluffs, County of Pinellas, State of Florida, this 21st day of February, 1969.

Mary C. Taylor
Notary Public
My commission expires:

Notary Public, State of Florida at Large
My Commission Expires JULY 8, 1971

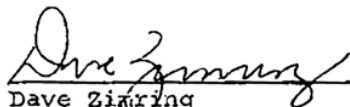
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A F F I D A V I T

STATE OF FLORIDA)
 ss.
COUNTY OF PINELLAS)

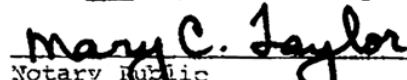
Before me, the undersigned authority, this day personally appeared DAVE ZIMRING, who, after being duly sworn, as required by law, deposes and says:

1. That he is the President of PORT BUILDERS, INC., a Florida Corporation.
2. That as President of said PORT BUILDERS, INC., a Florida Corporation, he has no objections to said Corporation being mentioned in the Articles of Incorporation filed with the Secretary of State, State of Florida, Tallahassee, Florida, known as PORT BELLEAIR NO. 2, INC., a Condominium. and hereby consents to the use of said corporate name in the aforesaid condominium corporation.
3. That this consent shall be attached to and made a part of the charter of PORT BELLEAIR NO. 2, INC., a Condominium, as though set forth therein in full.
4. Further Affiant saith not.



Dave Zimring

Sworn to and subscribed before me this 21st day of February, 1969.



Notary Public
My commission expires:

Notary Public, State of Florida at Large
1971

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Parsons, Battaglia and Rose
3835 Central Avenue
Post Office Box 12078
St. Petersburg, Florida 33733

CONDOMINIUM

Instrument No. 69024295

Date Filed March 11, 1969

Hour 2:39 P. M.

Condominium Book No. 3 Page No. 74, 75 and 76

Name of Condominium Apartment

ROYAL STEWART ARMS, INC. No. 2

Owners:

Causeway Construction Company, Inc.

CONDOMINIUM

Instrument No. 69024426

Date Filed March 11, 1969

Hour 3:53 P. M.

Condominium Book No. 3 Page No. 77 and 78

Name of Condominium Apartment

PORT BELLEAIR NO. 2

Owners:

Port Builders, Inc.

AGREEMENT

THIS AGREEMENT entered into this 16th day of August, 1979, by and between PORT BUILDERS, INC., BAY MANAGEMENT, INC., a Florida corporation, and PORT BELLEAIR #1, INC., PORT BELLEAIR #2, INC., PORT BELLEAIR #3, INC., and PORT BELLEAIR #4, INC., Florida non-profit corporations.

01 Cash 11 Chg
40 Rec 19.00 + 1.00 = 20.00 chg
41 St _____
42 Sur _____
43 Int _____
Tot 20.00
msj

W I T N E S S E T H:

WHEREAS, BAY MANAGEMENT, INC., and PORT BELLEAIR #1, INC., did enter into a certain maintenance agreement on May 6, 1968, said maintenance agreement being recorded in O. R. Book 2827, Pages 322 through 327 of the Public Records of Pinellas County; and

WHEREAS, BAY MANAGEMENT, INC., and PORT BELLEAIR #2, INC., did enter into a certain maintenance agreement on May 11, 1969, said maintenance agreement being recorded in O.R. Book 3033, Pages 113 through 118 of the Public Records of Pinellas County; and

WHEREAS, BAY MANAGEMENT INC., and PORT BELLEAIR #3, INC., did enter into a certain maintenance agreement on June 30, 1970, said maintenance agreement being recorded in O.R. Book 3362, Pages 619 through 626 of the Public Records of Pinellas County; and

WHEREAS, BAY MANAGEMENT, INC., and PORT BELLEAIR #4, INC., did enter into a certain maintenance agreement on August 17, 1971, said maintenance agreement being recorded in O.R. Book 3612, Pages 666 through 671 of the Public Records of Pinellas County; and

WHEREAS, the aforementioned maintenance agreements provided that BAY MANAGEMENT, INC., would provide certain delineated maintenance services to the respective condominium associations; and

WHEREAS, PORT BUILDERS, INC., a Florida corporation, is conveying a certain parcel of real property to PORT BELLEAIR #1, INC., PORT BELLEAIR #2, INC., PORT BELLEAIR #3, INC., and PORT BELLEAIR #4, INC., by warranty deed of even date herewith, the legal description of said parcel of real property being attached hereto and by reference made a part hereof and marked as Exhibit "A"; and

RECORDED
PINELLAS CO. FLORIDA
AUG 30 5 17 PM '79
CLERK CIRCUIT COURT

Return to:
Miam S. Jonassen P.A.
Attorney at Law
P.O. Box 366
Indian Rocks Beach,
Florida 33535

WHEREAS, the parties hereto are desirous of setting forth the respective parties' obligations and responsibilities with regards to the maintenance of the aforementioned parcel of real property;

NOW, THEREFORE, in consideration of the sum of ONE AND NO/100 (\$1.00) DOLLAR, each to the other paid, the receipt of which is hereby acknowledged, and in further consideration of the mutual covenants and conditions herein contained to be performed by the parties, it is mutually covenanted and agreed by and between the parties hereto as follows:

1. That BAY MANAGEMENT, INC., agrees to provide the same maintenance service with respect to and upon the real property and improvements located thereon referred to herein as Exhibit "A", as it is presently obligated to perform pursuant to the terms and conditions of each of the respective aforementioned maintenance agreements. Said maintenance services to be performed by BAY MANAGEMENT, INC., with regards to the recreational area conveyed herein shall be performed by BAY MANAGEMENT, INC., to the same degree and for the same duration of time as is required by the terms and conditions of each of the respective maintenance agreements.

2. The undersigned condominium associations shall assume the obligation for ad valorem taxes and any assessments of any governmental body related to the subject parcel. In no other respect whatsoever is the past or present rights or responsibilities of the parties or the owners of each condominium unit altered or changed by this Agreement.

3. The conveyance of the real property as contemplated herein shall be apportioned as follows from BAY MANAGEMENT, INC.

PORT BELLEAIR #1, INC.	17.8%
PORT BELLEAIR #2, INC.	21.9%
PORT BELLEAIR #3, INC.	28.8%
PORT BELLEAIR #4, INC.	31.5%

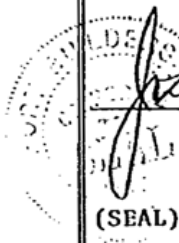
Accordingly, at the normal termination of each of the maintenance agreements referred to hereinabove, that particular condominium

association shall bear that percentage of the total maintenance expenses with regards to the maintenance of the facilities and real property being conveyed herein to the extent of their percentage of ownership, thereby relieving BAY MANAGEMENT, INC., of said responsibility, unless, said condominium association might otherwise contract with BAY MANAGEMENT, INC., to provide such services.

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

ATTEST:

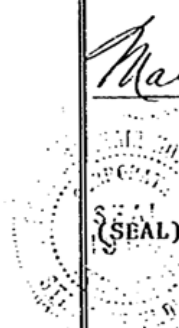
PORT BUILDERS, INC.

 *J. P. Cochran*
Secretary
(SEAL)

By: *Frank P. Magnuson*
President

ATTEST:


PORT BELLEAIR #1, INC.

 *Marian N. Dorne*
Secretary (Acting)
(SEAL)

By: *C. O. McKeen*
President

ATTEST:

PORT BELLEAIR #2, INC.

 *Schuyler D. Ziegler*
Secretary
(SEAL)

By: *Herbert W. Clough*
Vice President

STATE OF FLORIDA)
COUNTY OF PINELLAS)

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

C. O. McNew and Marian N. Joane

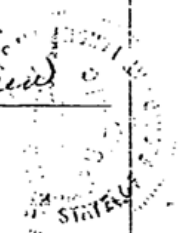
as President and Secretary respectively of PORT BELLEAIR #1, INC., to me known to be the persons described in and who executed the foregoing instrument and they acknowledged before me that they executed the same.

WITNESS my hand and official seal in the County and State last aforesaid this 6th day of July, 1979.

Marie A. Kawan
Notary Public

My Commission Expires:

Notary Public, State of Florida at Large
My Commission Expires May 8, 1982
Bonded By American Fidelity & Casualty Company



STATE OF FLORIDA)
COUNTY OF PINELLAS)

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

Herbert W. Clays and Charles F. Ziegler

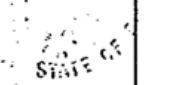
as President and Secretary respectively of PORT BELLEAIR #2, INC., to me known to be the persons described in and who executed the foregoing instrument and they acknowledged before me that they executed the same.

WITNESS my hand and official seal in the County and State last aforesaid this 6th day of July, 1979.

Marie A. Kawan
Notary Public

My Commission Expires:

Notary Public, State of Florida at Large
My Commission Expires May 8, 1982
Bonded By American Fidelity & Casualty Company



STATE OF FLORIDA)
COUNTY OF PINELLAS)

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

K. L. Street and Josephine Roberts

as President and Secretary respectively of PORT BELLEAIR #3, INC., to me known to be the persons described in and who executed the

foregoing instrument and they acknowledged before me that they executed the same.

WITNESS my hand and official seal in the County and State last aforesaid this 6th day of July, 1979.

Maria A. Karsen
Notary Public
My Commission Expires:
Notary Public, State of Florida at Large
My Commission Expires May 8, 1982
Bonds By American Fire & Casualty Company

STATE OF FLORIDA)
COUNTY OF PINELLAS)

I HEREBY CERTIFY that on this day before me, an officer duly qualified to take acknowledgments, personally appeared Anthony G. Friedrich and Valerie Myers as President and Secretary respectively of PORT BELLEAIR #4, INC., to me known to be the persons described in and who executed the foregoing instrument and acknowledged before me that they executed the same.

WITNESS my hand and official seal in the County and State last aforesaid this 6th day of July, 1979.

Maria A. Karsen
Notary Public
My Commission Expires:
Notary Public, State of Florida at Large
My Commission Expires May 8, 1982
Bonds By American Fire & Casualty Company

STATE OF FLORIDA)
COUNTY OF PINELLAS)

I HEREBY CERTIFY that on this day before me, an officer duly qualified to take acknowledgments, personally appeared Helen J. Sarver and Joyce M. Thibbs as President and Secretary respectively of BAY MANAGEMENT, INC., to me known to be the persons described in and who executed the foregoing instrument and acknowledged before me that they executed the same.

WITNESS my hand and official seal in the County and State last aforesaid this 15th day of August, 1979.

Nancy B. Barlow
Notary Public
My Commission Expires:
Notary Public, State of Florida at Large
My Commission Expires Oct. 15, 1981
Bonds By American Fire & Casualty Company

William S. Jonassen P.A.
Attorney at Law
P.O. Box 366
Indian Rocks Beach,
Florida 33535

ATTEST:

PORT BELLEAIR #3, INC.

Josephine Roberts
Secretary (acting)

By: [Signature]
President

(SEAL)

ATTEST:

PORT BELLEAIR #4, INC.

Valera R. Myers
Secretary

Anthony J. Inzagola
President

(SEAL)

ATTEST:

BAY MANAGEMENT, INC.

[Signature]
Secretary

By: [Signature]
President

STATE OF FLORIDA)
COUNTY OF PINELLAS)

I HEREBY CERTIFY that on this day before me, an officer duly qualified to take acknowledgments, personally appeared Frank P. Macagnone and John P. Cachioli as President and Secretary respectively of PORT BUILDERS, INC., to me known to be the persons described in and who executed the foregoing instrument and acknowledged before me that they executed the same.

WITNESS my hand and official seal in the County and State last aforesaid this 16th day of August, 1979.

[Signature]
Notary Public
My Commission Expires
Notary Public, State of Florida at Large
My Commission Expires June 6, 1982
Bided by American Ink & Stamp Company

79147367

O.R. 4906 PAGE 977

15	15266745	70	0000	31AG79
	40			10.50
	41			.30 OS
	42			.55 ST
				11.35 CK

Rec 10.50
5.50
LEN 11.35

WARRANTY DEED

THIS INDENTURE, made this 16th day of August, 1979, between PORT BUILDERS, INC., a Florida corporation, of the County of Pinellas, State of Florida, hereinafter referred to as Grantor and PORT BELLEAIR #1, INC., PORT BELLEAIR #2, INC., PORT BELLEAIR #3, INC., and PORT BELLEAIR #4, INC., Florida non-profit corporations, whose post office address is 131, 139, 147 and 155 Bluffview Drive, Belleair Bluffs, of the County of Pinellas, State of Florida, hereinafter referred to as the Grantee.

01 Cash 11 Cts
40 Rec 10.50
41 St 30
42 Str 55
43 Int
Tot 11.35

W I T N E S S E T H:

That said grantor, for and in consideration of the sum of TEN AND NO/100 (\$10.00) DOLLARS, and other good and valuable considerations to said grantor in hand paid by said grantee, the receipt whereof is hereby acknowledged, has granted, bargained and sold to the said grantee, and grantee's heirs and assigns forever, the following described land, situate, lying and being in Pinellas County, Florida, to-wit:

SEE LEGAL DESCRIPTION ATTACHED HERETO AND BY REFERENCE MADE A PART HEREOF AND MARKED AS EXHIBIT "A".

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

Grantor and grantee are used for singular or plural, as context requires.

IN WITNESS WHEREOF, Grantor has hereunto set grantor's hand and seal the day and year first above written.

ATTEST:

PORT BUILDERS, INC.

J.P. Cochrane
Secretary

RECEIVED BY: *Frank P. Magowan*
PINELLAS CO FLORIDA
HONORABLE J. P. PETERSON
CLERK CIRCUIT COURT

(SEAL)

STATE OF FLORIDA
COUNTY OF PINELLAS

AUG 31 2 38 PM '79



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

RETURN TO: Kenneth E. Easley
1212 S. Highland Avenue
Clearwater, FL 33516

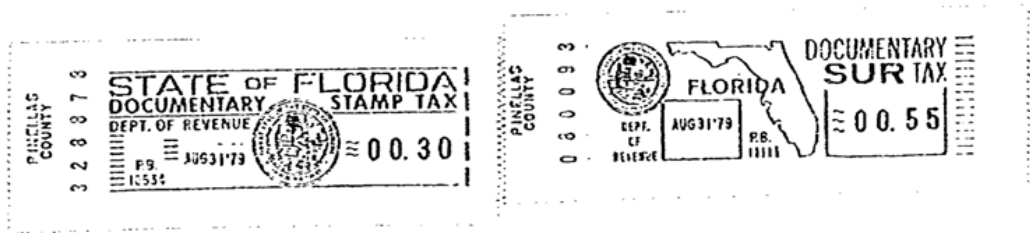
Frank P. Macagnone as President, and John P. Cachioli as Secretary, of PORT BUILDERS, INC., to me known to be the persons described in and who executed the foregoing instrument and acknowledged before me that they executed the same.

WITNESS my hand and official seal in the County and State last aforesaid this 16th day of August, 1979.

Judith B. Luse
Notary Public

My Commission Expires:
Notary Public, State of Florida at Large
My Commission Expires June 6, 1982
Backed By American Fidelity & Casualty Company

This instrument prepared by:
William S. Jonassen, Esq.
Post Office Box 366
Indian Rocks Beach, Florida 33535



LEGAL DESCRIPTION
 RECREATION FACILITIES
 PORT BELLEAIR CONDOMINIUMS

Being a part of Lot 24, SUNSET BLUFF SUBDIVISION, as recorded in Plat Book 25, Pages 28 and 29, Public Records of Pinellas County, Florida and the land lying 190.00 feet to the East of and adjacent to said Lot 24, and being more particularly described as follows:

Begin at the SW corner of the NE1/4 of Section 32, Township 29 South, Range 15 East, Pinellas County, Florida, thence run S 89°03'57" E, 300.00 feet; thence run N 01°23'52" E, 250.00 feet to the point of beginning; continue thence North on the West Right-of-way line of Sunset Boulevard N 01°23'52" E, 85.00 feet to a point, thence run N 89°03'57" W, 385.01' to a point on the East Right-of-way of Bluff View Drive, thence run along said Right-of-way S 18°48'30" W, 89.31 feet to a point; thence run S 89°03'57" E, 411.73 feet to the point of beginning.

Containing therein 0.777 acres, more or less.

PORT BELLEAIR #1, INC.	17.8%
PORT BELLEAIR #2, INC.	21.9%
PORT BELLEAIR #3, INC.	28.8%
PORT BELLEAIR #4, INC.	31.5%

79203760

O.R. 4949 PAGE 636

Nov 29 3 30 PM '79

01 Cash 11 08
40 Rec 76 05
41 DS 40
43 Int 76 70
Tel 76 70

MUTUAL BENEFIT EASEMENT AGREEMENT

This Agreement, made this 28th day of November, 1979, between PORT BELLEAIR NO. 1, INC, PORT BELLEAIR NO. 2, INC., PORT BELLEAIR NO. 3, INC., and PORT BELLEAIR NO. 4, INC., as condominium associations.

WITNESSETH:

WHEREAS, the above condominium associations jointly are owners of certain real property including the improvements located thereon as legally described herein and representing the recreational area for all of the above condominium associations and their members, and

WHEREAS, in order to provide for the orderly use and enjoyment of the property covered by the recreational area and a desire to state the rights, obligations and burdens of the parties hereto, and to define the respective rights and obligations of the parties with regard to improvements which may now or hereafter exist or be on or about said property.

NOW, THEREFORE, in consideration of the premises and the mutual covenants and agreements hereinafter set forth, said condominium associations agree as follows:

1. Grant of Easements. Each party hereto does hereby grant, transfer and convey unto each other party to this agreement, their successors and assigns, together with tenants, employees, guests, licensees and invitees, a perpetual, non-exclusive easement of ingress and egress for the construction, maintenance, use and benefit of the subject property for recreational purposes for each of the condominium associations.

2. Costs and Contribution. Costs of maintenance and improvements to the subject property shall be borne by the parties which hereby have become obligated to make contribution for said costs on a pro rata basis as follows:

THIS INSTRUMENT PREPARED BY:
KENNETH E. SALLEY, ATTORNEY AT LAW
1222 SO. RICHLAND AVE. - CLEARWATER, FLA. 34616

RETURN TO:

3 3 6 9 8 3
PINELAS COUNTY
STATE OF FLORIDA
DOCUMENTARY STAMP TAX
DEPT. OF REVENUE
PB NOV 29 1979
15534
00.40

Port Belleair No. 1 - 17.8%
Port Belleair No. 2 - 21.9%
Port Belleair No. 3 - 28.8%
Port Belleair No. 4 - 31.5%

The above schedule of contribution of costs by the associations does not modify, change or waive any existing or future contractual relationship between the associations, or the unit owners, and a third party for the payment of maintenance management, repair and costs of said recreational area and improvements.

3. Management of Recreational Area. A committee shall be formed to operate and manage the recreational area. Their responsibilities shall provide for those matters not incorporated in any management contractual obligation to third parties. The committee shall be composed of two members from each condominium association herein and such members shall be selected by the Boards of Directors of the respective associations.

4. Expenditures, Costs and Expenses. Expenditures, costs and expenses for the operation, maintenance and improvements of the subject area shall be subject to the review and approval of the respective condominium Board of Directors and there must be unanimous consent of each association to said items

5. Equal Treatment. All persons and parties having the right to use said recreational area shall receive equal treatment in connection with the use of said facility.

6. Successors and Assigns. This agreement and the rights and obligations of the parties hereto shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, successors, and assigns and shall run with the land benefited and/or burdened by the various provisions hereof.

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

PORT BELLEAIR NO. 1, INC.

By: Clinton D. McNeil
President

Attest: Ruth J. Ramsey
Secretary

(CORPORATE SEAL)

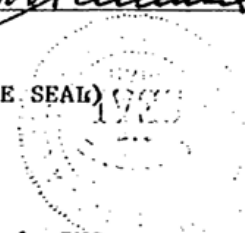
PORT BELLEAIR NO. 2, INC.

By: *Charles M. McCann*
President

Attest:

Virginia M. Stearns
Secretary

(CORPORATE SEAL)



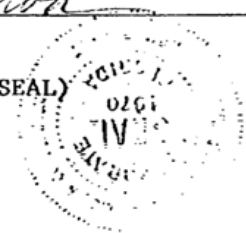
PORT BELLEAIR NO. 3, INC.

By: *A. J. Abbatton*
President

Attest:

Josephine Roberts
Secretary

(CORPORATE SEAL)



PORT BELLEAIR NO. 4, INC.

By: *W. Galen Treadgold*
President

Attest:

Valerie R. Myers
Secretary

(CORPORATE SEAL)



STATE OF FLORIDA)
COUNTY OF PINELLAS)

Before me, the undersigned officer duly authorized to administer oaths and take acknowledgments, personally appeared CLINTON O. McNEER, as President, and Ruth J. Sanney as Secretary, of Port Belleair No. 1, Inc., a Condominium, to me well known to be the persons who executed the foregoing instrument, and they acknowledged before me that they are duly authorized to execute same on behalf of said Port Belleair No. 1, Inc., a Condominium, and that they executed the same for the purposes stated therein.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal at Belleair Bluffs, Florida, this 28 day of November, 1979.

Shirley S. Hanson
Notary Public

My commission expires:

Notary Public, State of Florida at Large
My Commission Expires AUG. 13, 1982



STATE OF FLORIDA)
)
COUNTY OF PINELLAS)

Before me, the undersigned officer duly authorized to administer oaths and take acknowledgments, personally appeared CHARLES M. HARNISH, as President, and VIRGINIA M. STEM, as Secretary, of Port Belleair No. 2, Inc., a Condominium, to me well known to be the persons who executed the foregoing instrument, and they acknowledged before me that they are duly authorized to execute same on behalf of said Port Belleair No. 2, Inc., a Condominium, and that they executed the same for the purposes stated therein.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal at Belleair Bluffs, Florida, this 28th day of November, 1979.

Shirlan S. Hanson
Notary Public

My commission expires:

Notary Public, State of Florida at Large
My Commission Expires AUG. 13, 1982

STATE OF FLORIDA)
)
COUNTY OF PINELLAS)

Before me, the undersigned officer duly authorized to administer oaths and take acknowledgments, personally appeared KENNETH L. STRATTON, as President, and JOSEPHINE ROBERTS as Acting Secretary, of Port Belleair No. 3, Inc., a Condominium, to me well known to be the persons who executed the foregoing instrument, and they acknowledged before me that they are duly authorized to execute same on behalf of said Port Belleair No. 3, Inc., a Condominium, and that they executed the same for the purposes stated therein.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal at Belleair Bluffs, Florida, this 28th day of November, 1979.

Shirlan S. Hanson
Notary Public

My commission expires:

Notary Public, State of Florida at Large
My Commission Expires AUG. 13, 1982

STATE OF FLORIDA)
)
COUNTY OF PINELLAS)

Before me, the undersigned officer duly authorized to administer oaths and take acknowledgments, personally appeared A. GALEN TREADGOLD, as President, and VALERA R. MYRES, as Secretary, of Port Belleair No. 4, Inc., a Condominium, to me well known to be the persons who executed the foregoing instrument, and they acknowledged before me that they are duly authorized to execute same on behalf of said Port Belleair No. 4, Inc., a Condominium, and that they executed same for the purposes stated therein.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal at Belleair Bluffs, Florida, this 28th day of November, 1979.

Shirlan S. Hanson
Notary Public

My commission expires:

Notary Public, State of Florida at Large
My Commission Expires AUG. 13, 1982

LEGAL DESCRIPTION

Being a part of Lot 24, SUNSET BLUFF SUBDIVISION, as recorded in Plat Book 25, Pages 28 and 29, Public Records of Pinellas County, Florida and the land lying 190.00 feet to the East of and adjacent to said Lot 24, and being more particularly described as follows:

Begin at the SW corner of the NE 1/4 of Section 32, Township 29 South, Range 15 East, Pinellas County, Florida, thence run S 89°03'57" E., 300.00 feet; thence run N 01°23'52" E., 250.00 feet to the point of beginning; continue thence North on the West right-of-way line of Sunset Boulevard N 01°23'52" E., 85.00 feet to a point; thence run N 89°03'57" W., 385.01' to a point on the East right-of-way of Bluff View Drive; thence run along said right-of-way S 18°48'30" W., 89.31 feet to a point; thence run S 89°03'57" E., 411.73 feet to the point of beginning. Containing therein 0.777 acres, more or less.

79203762

O.R. 4949 PAGE 643

Nov 29 3 30 PM '79

Cash 11 Chg
43 Rec 7
41 B
43 B
10

CONDOMINIUM PLATS PERTAINING HERETO ARE FILED IN CONDOMINIUM PLAT BOOK 3, PAGES 77 & 78

AMENDMENT OF DECLARATION OF CONDOMINIUM
OF
PORT BELLEAIR NO. 2, INC., A CONDOMINIUM

The Declaration of Condominium of Port Belleair No. 2, Inc., as recorded in O.R. Book 3033, Page 93, of the Public Records of Pinellas County, Florida, is hereby amended pursuant to the terms of said Declaration by an affirmative vote of three-fourths of the condominium parcels at a meeting duly called for such purpose on June 18, 1979, pursuant to the Declaration and By-Laws and written consent of all institutional mortgage lenders, as follows:

1. Paragraph 1 is amended by adding:

"A 21.9% undivided interest in the following described property:

Being a part of Lot 24, SUNSET BLUFF SUBDIVISION, as recorded in Plat Book 25, pages 28 and 29, Public Records of Pinellas County, Florida, and the land lying 190.00 feet to the East of and adjacent to said Lot 24, and being more particularly described as follows:

Begin at the SW corner of the NE 1/4 of Section 32, Township 29 South, Range 15 East, Pinellas County, Florida, thence run S 89°03'57" E., 300.00 feet; thence run N 01°23'52" E., 250.00 feet to the point of beginning; continue thence North on the West right-of-way line of Sunset Boulevard N 01°23'52" E., 85.00 feet to a point; thence run N 89°03'57" W., 385.01' to a point on the East right-of-way of Bluff View Drive; thence run along said right-of-way S 18°48'30" W., 89.31 feet to a point; thence run S 89°03'57" E., 411.73 feet to the point of beginning. Containing therein 0.777 acres, more or less."

IN WITNESS WHEREOF, Port Belleair No. 2, Inc., a Condominium, has caused these presents to be signed in its name by its President and its corporate seal to be hereunto affixed, attested to by its Secretary, this 28 day of NOVEMBER, 1979.

RETURN TO: THIS INSTRUMENT PREPARED BY: KENNETH E. EASLEY, ATTORNEY AT LAW, 1212 SO. HIGHLAND AVE. - CLEARWATER, FLA. 33316

GORMIN, GEOFFHEGAN EASLEY & GRANESE, P.A.
ATTORNEYS AND COUNSELLORS AT LAW
1212 SO. HIGHLAND AVENUE
CLEARWATER, FLORIDA 33516

5800 BUILDING
HOLIDAY, FLORIDA 33590

PORT BELLEAIR NO. 2, INC.

By: [Signature]
President

Attest: Virginia M. Stemon
Secretary

(CORPORATE SEAL)

STATE OF FLORIDA)
)
COUNTY OF PINELLAS)

Before me, the undersigned officer duly authorized to administer oaths and take acknowledgments, personally appeared CHARLES M. HARNISH, as President, and VIRGINIA M. STEMM, as Secretary, of Port Belleair No. 2, Inc., a Condominium, to me well known to be the persons who executed the foregoing instrument, and they acknowledged before me that they are duly authorized to execute same on behalf of said Port Belleair No. 2, Inc., a Condominium and that they executed the same for the purposes stated therein.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal at Belleair Bluffs, Florida, this 28th day of November, 1979.

Shirley S. Ashe
Notary Public



My commission expires:

Notary Public, State of Florida at Large
My Commission Expires AUG. 13, 1982

GORMIN, GEOGHEGAN,
EASLEY & GRANESE, P.A.
ATTORNEYS AND
COUNSELLORS AT LAW
1212 SO. HIGHLAND AVENUE
CLEARWATER, FLORIDA
33516

5800 BUILDING
HOLIDAY, FLORIDA
33590

01 Cash 11 Chg
40 Rec 5.00
41 DS _____
43 Int ~~_____~~
Tot 5.00

84085559

C. J. 5747 PAGE 1364

AMENDMENT OF BY-LAWS of

PORT BELLEAIR #2, INC., A CONDOMINIUM

The BY-LAWS of PORT BELLEAIR #2, INC. filed in Pinellas County, Florida in OR 3033 page 130 are hereby amended pursuant to ARTICLE XIV of said By-Laws by an affirmative vote of more than three-fourths of the Condominium parcels at a meeting called for and held for that purpose on March 12, 1984, the approved amendment being as follows:

On page 12 of the By-Laws at the end of Article X (House Rules) add:

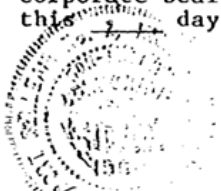
(h) Rental Restrictions:

- (1) Owners may not rent or lease their apartments for less than one year, subject to Board of Directors approval as stated in the DECLARATION and BY-LAWS.
- (2) Apartments may not be sublet.
- (3) Owners must hold title to their apartments for one year continuously prior to renting or leasing, except that in new ownership acquired by inheritance or transfer of title to heirs, or on acquisition by mortgage foreclosure or deed in lieu thereof, the prior owner's holding will be tacked-on to the acquirer's.

IN WITNESS WHEREOF, PORT BELLEAIR #2, INC., A CONDOMINIUM, has caused these presents to be signed in its name by its President, and its corporate seal to be hereunto affixed, attested to by its Secretary, this 26th day of March 1984.

15	15208404	79	27AL84
	49	5.00	
	TOTAL	5.00 CASH	

Condominium Plats pertaining hereto are recorded in Condominium Plat Book 3 Pages 77-78



(seal)

Virginia M. Stamm

Secretary Port Belleair #2, Inc.

By *Peter Barges*
President Port Belleair #2, Inc.

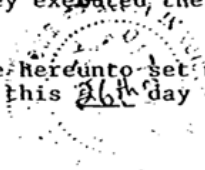
Karen G. Koblitz
CLERK-CIRCUIT COURT
APR 27 3 30 PM '84

STATE OF FLORIDA)
) SS
PINELLAS COUNTY)

Before me, the undersigned officer duly authorized to administer oaths and take acknowledgements, personally appeared as President, and Virginia M. Stamm, as Secretary of PORT BELLEAIR #2, INC., A CONDOMINIUM, to me well known to be the persons who executed the foregoing instrument, and they acknowledged before me that they are duly authorized to execute same on behalf of said PORT BELLEAIR #2, INC. A CONDOMINIUM and that they executed the same for the purposes stated therein.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal at Belleair Bluffs, Florida, this 26th day of March 1984.

Return Peter Barges
147 Bluff View Drive
Belleair Bluffs, Fla. 33540
Apt 302



Peter Barges
Notary Public

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

AMENDMENT OF DECLARATION OF CONDOMINIUM OF PORT BELLEAIR #2, INC., A CONDOMINIUM

THE DECLARATION OF CONDOMINIUM of PORT BELLEAIR #2, INC. filed in Pinellas County, Florida in OR 3033 page 106 is hereby amended pursuant to paragraph 18 of said DECLARATION by an affirmative vote of more than three-fourths of the Condominium parcels at a meeting duly called and held for that purpose on March 12, 1984 pursuant to the provisions of said DECLARATION. The approved amendment being as follows.

On page 14 at the end of paragraph 18 of said DECLARATION add:

- (f) PURPOSE OF RESIDENCE: While rentals, leases and corporate ownership are not prohibited, the original and continuing purpose and design of this Condominium is to provide home residences for its owners and it in no way was developed or exists as an investment property for rentals. Rental restrictions are contained in the BY-LAWS.

IN WITNESS WHEREOF, PORT BELLEAIR #2, INC. A CONDOMINIUM, has caused these presents to be signed in its name by its President, and its corporate seal to be hereunto affixed, attested to by its Secretary, this 26th day of March 1984.

Secretary Port Belleair #2, Inc. (seal) Virginia M. Stemm

PORT BELLEAIR #2, INC. By: Peter Barges President Port Belleair #2, Inc.

Condominium Plats pertaining hereto are recorded in Condominium Plat Book 3 Pages 77-78.

Return Peter Barges 147 Bluff View Drive Belleair Bluffs, Fla. 33540 Apt. 302

Table with columns for STATE OF FLORIDA, PINELLAS COUNTY, SS, and a numerical breakdown of 15 15608905 70 1. 276L64, 40 5.00, TOTAL 5.00 CASH.

Before me, the undersigned officer duly authorized to administer oaths and take acknowledgements, personally appeared as President, and Virginia M. Stemm as Secretary of PORT BELLEAIR #2, INC. A Condominium, to be well known to be the persons who executed the foregoing instrument, and they acknowledged before me that they are duly authorized to execute same on behalf of said PORT BELLEAIR #2, INC. A Condominium, and that they executed the same for the purposes stated therein.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal at Belleair Bluffs, Florida, this 26th day of March 1984.

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



Notary Public (Signature)

01 Cash 11 Chg 40 Rec 5.00 41 DS 43 Int Tot 5.00 pH

APR 27 3 31 PM '84

85055158

O.R. 5953 PAGE 1172

01 (Cash) 11 Ctg
40 Dec 5.00
41 OS
43 Int
Tot 5.00

AMENDMENT OF DECLARATION OF CONDOMINIUM
OF PORT BELLEAIR NO. 2, INC., A CONDOMINIUM

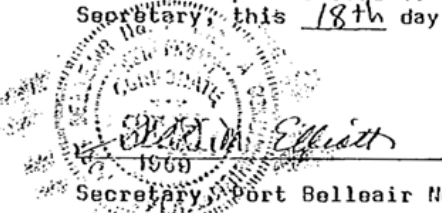
Original Condominium Plats pertaining hereto are filed in Condominium Plat Book 3 Page No 77-78.

THE DECLARATION OF CONDOMINIUM of PORT BELLEAIR NO. 2, INC. filed in Pinellas County, Florida in OR 3033 page 106 is hereby amended pursuant to paragraph 20 of said DECLARATION by an affirmative vote of more than three-fourths of the Condominium parcels at a meeting duly called and held for that purpose on March 11, 1985 pursuant to the provisions of said Declaration. The approved amendment being as follows:

On page 16 delete paragraph (n) and substitute the following:

- (n) As of March 11, 1985 no pets, either resident or visiting, are permitted. "Pets" is construed to mean dogs, cats, or any other creature that might be disturbing to neighbors, damaging to property, or otherwise objectionable.

IN WITNESS WHEREOF, PORT BELLEAIR NO. 2, INC. A CONDOMINIUM, has caused these presents to be signed in its name by its President, and its corporate seal to be hereunto affixed, attested to by its Secretary, this 18th day of March, 1985.



(seal)

PORT BELLEAIR NO. 2, INC.

By: *[Signature]*

President, Port Belleair No. 2, Inc.

Secretary, Port Belleair No. 2, Inc.

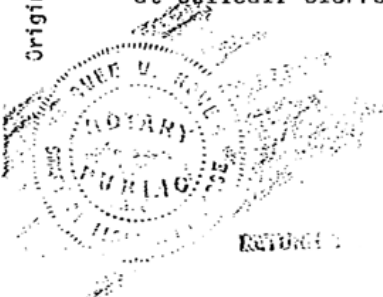
15	15686703	40	1.	19MC85
		40		5.00
		TOTAL		5.00 CASH

STATE OF FLORIDA }
 } SS
PINELLAS COUNTY }

MAR 19 11 31 AM '85

Before me, the undersigned officer duly authorized to administer oaths and take acknowledgements, personally appeared Peter P. Borges as President, and ALTAMELLIOTT as Secretary of PORT BELLEAIR NO. 2, INC. A Condominium, to be well known to be the persons who executed the foregoing instrument, and they acknowledged before me that they are duly authorized to execute same on behalf of said PORT BELLEAIR NO. 2, INC A Condominium, and that they executed the same for the purposes stated therein.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal at Belleair Bluffs, Florida, this 18th day of March, 1985.



[Signature]

Notary Public

Notary Public, State of Florida at Large
My Commission Expires JAN. 26, 1989

RETURN TO: PORT BELLEAIR #2
147 BLUFFVIEW DR #302
BELLEAIR BLUFFS FL. 33540

CERTIFICATE OF AMENDMENT TO THE
DECLARATION OF CONDOMINIUM OF PORT BELLEAIR NO. 2, INC.,
A CONDOMINIUM AND TO THE BY-LAWS OF
PORT BELLEAIR NO. 2, INC. AN EXHIBIT TO
THE DECLARATION OF CONDOMINIUM OF
PORT BELLEAIR NO. 2, INC., A CONDOMINIUM

INST # 92-363389
DEC 15, 1992 4:40PM

PINELLAS COUNTY FLA.
OFF. REC. BK 8121 PG 792

WE HEREBY CERTIFY THAT the attached amendment to the Declaration of Condominium of Port Belleair No. 2, Inc., a Condominium and to the By-Laws of Port Belleair No. 2, Inc. an Exhibit to the Declaration of Condominium of Port Belleair No. 2, Inc., a Condominium, as described in Book 3033 at Page 93 and Condominium Plat Book 6, Page 1 and 2, of the Official Records of Pinellas County, Florida, was duly approved as required by said Declaration at a meeting of the membership held on November 16, 1992, in the manner prescribed by the Documents.

RECORDING
REC 15
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PC
REV

IN WITNESS WHEREOF, we have affixed our hands this 10th day of December, 1992, at Pinellas County, Florida.

PORT BELLEAIR NO 2, INC.

(SEAL)

TOTAL 15

Witnesses:
Betty Prall
Betty Prall
Printed
Betty Prall
Betty Prall
Printed

By: Dante Moscone
Dante Moscone, President

Attest: Doris J. Leipman
Doris Leipman, Secretary

STATE OF FLORIDA)
COUNTY OF PINELLAS)

The foregoing instrument was acknowledged before me this 10th day of December, 1992, by DANTE MOSCONE, and DORIS LEIPMAN of PORT BELLEAIR NO. 2, INC., a Florida corporation, on behalf of the corporation. They took an oath, and are personally known to me or have produced identification as identification to be the President and Secretary of the corporation executing the foregoing instrument, and they acknowledged executing the same voluntarily under the authority duly vested in them by said corporation. If no type of identification is indicated, the above-named persons are personally known to me.

(SEAL)

J. G. Hubert
NOTARY PUBLIC SIGNATURE
STATE OF FLORIDA AT LARGE
J. G. HUBERT
Printed Name of Notary Public

My Commission Expires:

J. G. Hubert, Notary Public, State of Florida at Large. My Commission Expires Jan. 27, 1995

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Prepared by and return to: Len
Robert L. Fendel
Receptionist
10111th Ave SW, Tallahassee, FL 32309
904 904 2375-4116

KARLEEN F. DEBLAKER, CLERK
RECORD VERIFIED BY: KB

ADOPTED AMENDMENT TO THE DECLARATION OF CONDOMINIUM
OF PORT BELLEAIR NO. 2, INC., A CONDOMINIUM

Substantial addition to Section: Please see Section 20 (f) of the Declaration for present text:

20. (f) Age Limitation on Permanent Residents. In recognition of the fact that the development of the property contemplated by the Declaration of Condominium has been specifically designed, created and constructed, and will be operated and maintained throughout the life of the Condominium for the comfort, convenience and accommodation of adult persons, and the use of any of the Condominium property, and especially the occupancy of any of the units thereof, is hereby limited at all times to natural persons as follows: At least one person shall be fifty-five (55) years of age or older. Persons under the age of fifty-five (55) and over the age of eighteen (18) may reside in the condominium as long as one person fifty-five (55) years of age or older is in residence. Persons under the age of eighteen (18) may occupy a unit as long as one person fifty-five (55) or older is in occupancy and the occupancy by the younger person is not permanent. For purposes of this section, the term "permanent" shall be defined as occupancy of a unit for a period of time exceeding ninety (90) days in any calendar year. Any occupancy of less than this period of time shall not be deemed to be permanent. The Association shall have the authority to provide such facilities and services as may be necessary to meet the minimum requirements of the Fair Housing Amendments Act of 1988, as the same may be amended from time to time.

Notwithstanding the above, the Board shall have the power to make hardship exceptions, in the case of death or permanent disability of an occupant to allow occupancy where none of the persons occupying the unit are 55 years of age or older, subject to the minimum requirements of the Fair Housing Act. Furthermore, persons currently under the age of 55 shall be "grandfathered" in as residents and shall be allowed to occupy units regardless of current status, as long as such persons are properly occupying a unit as of the effective date of this amendment.

ADOPTED AMENDMENT TO THE BY-LAWS OF PORT BELLEAIR NO. 2, INC.,
A FLORIDA NON-STOCK, NON-PROFIT MEMBERSHIP CORPORATION

It has been adopted to delete Article X (E) and replace it with the following language:

Substantial change to Section - see current provision for present text:

X (E). Age restrictions applicable to the condominium are set forth in Article 20 (f) of the Declaration.

f:\wp\portbell 2\adopamen.by1

ACCOUNTS PAYABLE	12-17-93	15:32:09
DUPLICATE		
12/17/93	1	\$15.00

	TOTAL:	\$15.00
	CHECK AMT DEPOSITED:	\$15.00
	CHEQUE:	\$0.00

AFFIDAVIT OF SCRIVENERS ERROR

**STATE OF FLORIDA
COUNTY OF PINELLAS**

BEFORE ME, the undersigned authority, personally appeared
ROBERT L. TANKEL, who upon oath states:

1. I am an attorney at law with the law firm of Becker & Poliakoff, P.A. who is the legal counsel for Port Belleair No. 2, Inc.

2. On December 15, 1992, a Certificate of Amendment and attached amendment for the above referenced Condominium Association was filed in O.R. Book 8121, Page 792 in the Public Records of Pinellas County, Florida.

REC'D 15.00
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INT
FEE
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REV
TOTAL 15.00
B


3. A copy of the referenced amendment is attached hereto and contains a scrivener's error on the face of the document stating the Condominium Plat Book as 6, Pages 1 and 2 of the Official Records of Pinellas County, Florida.

4. The correct amendment should appear as:

Condominium Plat Book 3, Page 77, of the Official Records of Pinellas County, Florida.

FURTHER AFFIANT SAYETH NAUGHT.

Prepared by and Return to:
Becker & Poliakoff, P.A.
33 North Garden Avenue
Suite 960
Clearwater, FL 34615-4116



ROBERT L. TANKEL

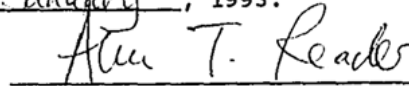
BEFORE ME, the undersigned authority, personally appeared Robert L. Tankel, Esquire, to me well known who did take an oath to be the person who executed these presents.

WITNESS my hand and official seal in the County and State last aforesaid, this 15th day of January, 1993.



ANN T. READER
My Comm. Exp. 7-16-95
Bonded By Service Ins. Co.

My Commission Expires:




NOTARY PUBLIC SIGNATURE
STATE OF FLORIDA AT LARGE

Ann T. Reader
Printed Name of Notary Public

**Condominium Plat pertaining hereto is filed in CB 3, Page 77.

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KARLEEN F. DEBLAKER, CLERK
RECORD VERIFIED BY: 

CERTIFICATE OF AMENDMENT TO THE
DECLARATION OF CONDOMINIUM OF PORT BELLEAIR NO.2, INC.,
A CONDOMINIUM AND TO THE BY-LAWS OF
PORT BELLEAIR NO. 2, INC. AN EXHIBIT TO
THE DECLARATION OF CONDOMINIUM OF
PORT BELLEAIR NO. 2, INC., A CONDOMINIUM

INST # 92-363389
DEC 15, 1992 4:40PM

PINELLAS COUNTY FLA.
OFF.REC.BK 8121 PG 792

WE HEREBY CERTIFY THAT the attached amendment to the Declaration of Condominium of Port Belleair No. 2, Inc., a Condominium and to the By-Laws of Port Belleair No. 2, Inc. an Exhibit to the Declaration of Condominium of Port Belleair No. 2, Inc., a Condominium, as described in Book 3033 at Page 93 and Condominium Plat Book 6, Page 1 and 2, of the Official Records of Pinellas County, Florida, was duly approved as required by said Declaration at a meeting of the membership held on November 16, 1992, in the manner prescribed by the Documents.

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IN WITNESS WHEREOF, we have affixed our hands this 10th day of December, 1992, at Pinellas County, Florida.

PORT BELLEAIR NO 2, INC.

(SEAL)

Witnesses:

Betty Prall
Betty Prall
Printed
Betty Prall
Betty Prall
Printed

By: Dante Moscone
Dante Moscone, President

Attest: Doris Leipman
Doris Leipman, Secretary

STATE OF FLORIDA)
COUNTY OF PINELLAS)

The foregoing instrument was acknowledged before me this 10th day of December, 1992, by DANTE MOSCONE, and DORIS LEIPMAN of PORT BELLEAIR NO. 2, INC., a Florida corporation, on behalf of the corporation. They took an oath, and are personally known to me or have produced identification as identification to be the President and Secretary of the corporation executing the foregoing instrument, and they acknowledged executing the same voluntarily under the authority duly vested in them by said corporation. If no type of identification is indicated, the above-named persons are personally known to me.

(SEAL)

J. G. Hubert
NOTARY PUBLIC SIGNATURE
STATE OF FLORIDA AT LARGE
J. G. HUBERT
Printed Name of Notary Public

My Commission Expires:

J. G. Hubert, Notary Public, State of Florida at Large, My Commission Expires Jan. 27, 1995

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KARLEEN F. DEBLAKER, CLERK
RECORD VERIFIED BY: [Signature]

Registered by and returned to
Robert L. [unclear]
[unclear]
[unclear]
[unclear]

ADOPTED AMENDMENT TO THE DECLARATION OF CONDOMINIUM
OF PORT BELLEAIR NO. 2, INC., A CONDOMINIUM

Substantial addition to Section: Please see Section 20 (f) of the
Declaration for present text:

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PINELLAS COUNTY FLA.
OFF-REC.BK 8152 PG 1497

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7C009863 SSS	01-19-93	14:34:57
01 AFF-		
RECORDING	1	\$15.00

	TOTAL:	\$15.00
	CHECK AMT. TENDERED:	\$15.00
	CHANGE:	\$0.00