

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  
 EC 15w  
 IS \_\_\_\_\_  
 NT \_\_\_\_\_  
 RES \_\_\_\_\_  
 TIF \_\_\_\_\_  
 VC \_\_\_\_\_  
 JEV \_\_\_\_\_

IN WITNESS WHEREOF, we have affixed our hands this 10<sup>th</sup> 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 J. Leipman  
 Doris Leipman, Secretary

STATE OF FLORIDA )  
 COUNTY OF PINELLAS )

The foregoing instrument was acknowledged before me this 10<sup>th</sup> 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)

[Signature]  
 NOTARY PUBLIC SIGNATURE

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.

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RECORDING 1 \$15.00  
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TOTAL: \$15.00  
CHECK AMT. TENDERED: \$15.00  
CHANGE: \$0.00

## BECKER &amp; POLIAKOFF, P.A.

BOCA RATON

CLEARWATER

FORT MYERS

HOLLYWOOD

MIAMI

NAPLES

ORLANDO

ST. PETERSBURG

SARASOTA

TALLAHASSEE

TAMPA

WEST PALM BEACH

GARY A. POLIAKOFF  
ALAN S. BECKER  
ROBERT J. MANNE  
ALAN E. TANNENBAUM  
ANTHONY A. KALLICHE  
DANIEL S. ROSENBAUM  
SHARON A. WEBER  
GARY C. ROSEN  
ALLEN M. LEVINE  
LEE H. BURG  
ROBERT L. TANKEL  
CHARLES N. TETUNIC  
STEVEN B. LESSER  
RICHARD H. BREIT  
MARTIN I. JAFFE  
MICHELE G. MILES  
HERBERT O. BROCK, JR.  
CHAD M. MCCLENATHEN

CLEARWATER TOWERS  
33 NORTH GARDEN AVENUE, SUITE 960  
CLEARWATER, FL 34615-4116

P.O. Box 2823  
CLEARWATER, FL 34617-2823  
CLEARWATER (813) 443-3781  
TAMPA (813) 874-7550  
FLORIDA TOLL FREE (800) 422-6894  
FACSIMILE (813) 443-4079

ADMINISTRATIVE OFFICES  
EMERALD LAKE CORPORATE PARK  
3111 STRLING ROAD  
FORT LAUDERDALE, FL 33312-6525  
FORT LAUDERDALE (305) 987-7550  
FLORIDA TOLL FREE (800) 432-7712

REPLY TO:

Clearwater

December 28, 1992

**CONFIDENTIAL AND PRIVILEGED**  
**COMMUNICATION TO CLIENT**

Dante Moscone, President  
Port Belleair No. 2, Inc.  
147 Bluff View Dr  
Unit 402/Bldg 2  
Belleair Bluffs, FL 34640

RE: Original Recorded Certificate of Amendment to the  
Declaration of Condominium of Port Belleair No. 2,  
Inc., A Condominium

Dear Mr Moscone:

Enclosed please find the recorded Certificate of  
Amendment to the Declaration of Condominium of Port Belleair  
No. 2, Inc., A Condominium.

Please file these original Amendments in a safe place  
within the permanent records of the Association.

As always, should you have any questions regarding this  
matter, please do not hesitate to contact me.

Sincerely yours

  
Robert L. Tankel  
For the Firm

RLT/ccs  
Enclosure  
cc: Bob Norek, Manager  
f:\wp\portbell.2\certamd.ret

JOSEPH E. ADAMS  
KEITH F. BACKER  
NANCY E. BARSHTER  
DONNA D. BERGER  
ALLISON K. BETHIEL  
JOEL B. BLUMBERG  
MICHAEL J. BRUDNY  
KATHLEEN M. BURGNER  
CARLA CANCIO-BELLO  
C. JOHN CHRISTENSEN  
THEDA J. COLLINS  
JAMES R. DEFURIO  
ROSA M. DE LA CAMARA  
KENNETH S. DIREKTOR  
JENNIFER BALES DRAKE  
CHRIS ALAN DRAPER  
DARIN J. ENGLEHARDT  
STEVEN M. FALK  
SIMON FERRO  
ELLEN G. HIRSCH  
HAROLD E. KAPLAN  
DORETTA M. KNOERR  
H. PAUL KORONES  
HECTOR E. LORA  
GRACE N. MANNE  
EVELYN M. MERCHANT  
PETER C. MOLLENGARDEN  
ALBERTO N. MORS  
BENNETT L. RABIN  
DAVID H. REIMER  
LINDA BROOKS ROBINSON  
DAVID H. ROGEL  
ROBERT RUBINSTEIN  
HERMINIO SAN ROMAN  
ELIZABETH L. TRUNDLE  
PAUL L. WEAN  
MICHAEL R. WHITT  
LYNN SIMPSON WOODS  
ANNE E. ZIMET

OF COUNSEL  
BERNIE FRIEDMAN  
KAY LATONA  
GEORGE WEINBAUM

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

40 Rec - 5.00  
41 DS \_\_\_\_\_  
48 Int \_\_\_\_\_  
Tot 5.00 WK

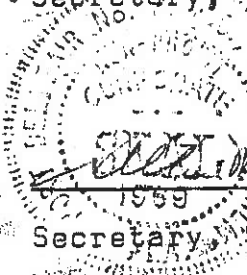
AMENDMENT OF DECLARATION OF CONDOMINIUM  
OF PORT BELLEAIR NO. 2, INC., A CONDOMINIUM

THE DECLARATION OF CONDOMINIUM of PORT BELLEAIR NO. 2, INC. filed in Pinellas County, Florida in DR 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.



Altam Elliott  
Secretary, Port Belleair No. 2, Inc.

PORT BELLEAIR NO. 2, INC.  
By: [Signature]

President, Port Belleair No. 2, Inc.

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TOTAL 5.00 C

STATE OF FLORIDA )  
PINELLAS COUNTY ) SS

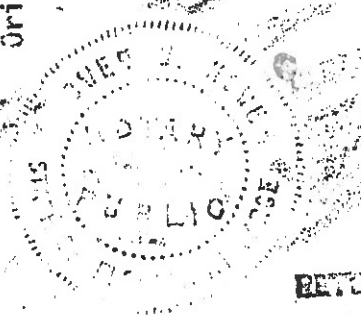
MAR 19 11 31 AM '85

Before me, the undersigned officer duly authorized to administer oaths and take acknowledgements, personally appeared Peter S Barges 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. 25, 1989



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

**AFFIDAVIT**

STATE OF FLORIDA                   :  
  :  
COUNTY OF HILLSBOROUGH       :

I HEREBY certify that a thorough search of the indices has been completed at the Pinellas County Courthouse in Clearwater, Florida, regarding the recorded documents for PORT BELLEAIR NO. 2, INC., A CONDOMINIUM, and that based on the materials available at said courthouse, the enclosed documents are, to the best of my knowledge, a true and correct copy of the recorded documents found therein.

DATED this 20<sup>th</sup> day of May, 1992.

*Denise D. Layne*

\_\_\_\_\_  
DENISE D. LAYNE  
PARALEGAL ASSOCIATES, INC.

The foregoing instrument was acknowledged before me this 20<sup>th</sup> day of MAY, 1992, by DENISE D. LAYNE of Paralegal Associates, Inc., who is personally known to me or who has produced a driver's license (#L500-172-55-565) as identification and who did/did not take an oath.

*Anne E. Crall*

\_\_\_\_\_  
(Signature of Notary)

ANNE E. CRALL

\_\_\_\_\_  
(Typed/Printed Name of Notary)

NOTARY PUBLIC

STATE OF FLORIDA

Commission No. \_\_\_\_\_

Bonded by Regency Insurance Company  
My Commission Expires Oct. 18, 1992

Nov 29 3 30 PM '79

01 Cash 11 Chg  
40 Rec  
41 DS  
46 m  
Tol

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

THIS INSTRUMENT PREPARED BY:  
KENNETH E. EASLEY, ATTORNEY AT LAW  
1212 SO. HIGHLAND AVE. - CLEARWATER, FLA. 33616

RETURN TO:

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:

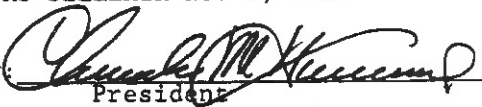
- 1. Paragraph 1 is amended by adding:  
"A 21.9% undivided interest in the following described property:


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.

GORMIN, GEOGHEGAN,  
EASLEY & GRANESE, P.A.  
ATTORNEYS AND  
COUNSELLORS AT LAW  
1212 SO. HIGHLAND AVENUE  
CLEARWATER, FLORIDA  
33616  
5800 BUILDING  
HOLIDAY, FLORIDA  
33590

PORT BELLEAIR NO. 2, INC.  
By:   
President

Attest:  
  
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. Felt*  
\_\_\_\_\_  
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



40 Rec 5.00  
41 DS  
43 Int  
Tot 5.00 DH

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 \_\_\_\_\_ day of March 1984.

15 18306404 70 278  
40 5.00  
TOTAL 5.00

PORT BELLEAIR #2, INC.

By *Peter J. Barges*

President Port Belleair #2, Inc.

(seal)

*Virginia M. Stemm*

Secretary Port Belleair #2, Inc.

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

STATE OF FLORIDA )  
PINELLAS COUNTY ) SS

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 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 26<sup>th</sup> day of March 1984.

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

*[Signature]*  
Notary Public

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

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

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 \_\_\_ day of March 1984.

PORT BELLEAIR #2, INC.

By:

*[Signature]*

President Port Belleair #2, Inc.

(seal)

*Virginia M. Stemm*

Secretary Port Belleair #2, Inc.

STATE OF FLORIDA)

) SS

PINELLAS COUNTY )

15 15408-05 70 1 176  
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TOTAL 5.00 C

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 28<sup>th</sup> day of ~~March~~ April 1984.

APRIL

*[Signature]*

Notary Public

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

01 Cash 11 Chg

40 Rec 5.00

41 DS \_\_\_\_\_

43 Int \_\_\_\_\_

Tot 5.00 DH

Condominium rules 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

APR 27 3 31 PM '84  
COURT

6250  
 RECORDED  
 PINELLAS COUNTY

MAR 11 3 53 PM '69

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

This is a Declaration of Condominium made this 11<sup>th</sup> 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-----

Law Office  
*Parker, Battaglia and Ross*  
 3835 Central Avenue  
 Post Office Box 12078  
 St. Petersburg, Florida 33733

This instrument was prepared by:  
 Carl G. Parker, Attorney at Law  
 P. O. Box 12078, St. Petersburg, Florida 33733

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

*Law Offices  
Parker, Battaglia and Ross  
3835 Central Avenue  
Post Office Box 12078  
St. Petersburg, Florida 33733*

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:

Unit	Per Cent	Unit	Per Cent	Unit	Per Cent
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.

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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, <sup>and</sup> 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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(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:

[Signature]  
[Signature]

PORT BUILDERS, INC.

By [Signature]  
Dave Zimring, President

(Attest:

[Signature]  
George W. Schwenck, Secretary

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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:

[Signature]  
[Signature]

PORT BELLEAIR NO. 2, INC.

By [Signature]  
Dave Zimring, President

Attest:

[Signature]  
Carol Ford, Secretary

STATE OF FLORIDA )  
COUNTY OF PINELLAS )

I HEREBY CERTIFY, That on this 11<sup>th</sup> 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.

[Signature]  
Notary Public

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

O. R. BOOK 3033, PAGES 111 AND 112, REPRESENT EXHIBIT "A" AND ARE NOT INCLUDED HEREIN AS THEY ARE TOO BULKY TO REPRODUCE.

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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 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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*Parker, Battaglia and Ross*  
 3835 Central Avenue  
 Post Office Box 12078  
 St. Petersburg, Florida 33733

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.

*Law Offices*  
*Parker, Battaglia and Ross*  
*3835 Central Avenue*  
*Post Office Box 12078*  
*S. Petersburg, Florida 33733*

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.

*Law Offices*  
*Parker, Battaglia and Ross*  
*3835 Central Avenue*  
*Post Office Box 12078*  
*S. Petersburg, Florida 33733*

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 Bluffview 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

*Law Office*  
*Parker, Rattaglia and Ross*  
*3835 Central Avenue*  
*Post Office Box 12078*  
*St. Petersburg, Florida 33733*

OR 30.13 FEB 1960

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 Offices*  
*Parker, Battaglia and Ross*  
*3835 Central Avenue*  
*Post Office Box 12078*  
*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*  
James W. MacFarlane, Partner  
FRANKLIN ENGINEERING LIMITED  
Florida Reg. Surveyor's No. 1584

Sworn to and subscribed before me  
this 10<sup>th</sup> day of February, 1969.

*Carol E. Ford*  
Notary Public  
My commission expires:

Notary Public, State of Florida at Large  
My Commission Expires 12-31-1971  
Exempt from Renewal Under S. 1191, F.S.

*Law Offices*  
*Parker, Battaglia and Ross*  
*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:

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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Parker, Battaglia and Pass  
3835 Central Expressway  
Post Office Box 12018  
St. Petersburg, Florida 33733*

FILED  
SECRETARY OF STATE  
TALLAHASSEE, FLORIDA



thence run South 89° 03' 57" East, 350.00 feet; thence run North 01° 23' 52" East, 353.00 feet to the Point of Beginning; thence 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, 353.55 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

*Law Office*  
*Thurston, D. Mayhew and Pless*  
 3035 Commercial Avenue  
 Post Office Box 12078  
 St. Petersburg, Florida 33733

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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Parker, Perkins and Ross  
3835 Central Avenue  
Post Office Box 12078  
St. Petersburg, Florida 33733*

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 herefor 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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Dunham, Bunting, Lee and Potts  
3035 Central Avenue  
Post Office Box 12078  
St. Petersburg, Florida 33793*

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 Ford	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.

*Law Office  
Barton, Battaglia and Ross  
3835 Central Avenue  
Post Office Box 12078  
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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3335 Central Avenue  
Post Office Box 13078  
St. Petersburg, Florida 33733*

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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St. Petersburg, Florida 33733*

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 or places as may be designated from time to time.

*Law Office  
Dorothy S. Smith, by and through  
3155 Central Avenue  
Post Office Box 12078  
St. Petersburg, Florida 33733*

the subscribing incorporators have  
herewith set their hands and seals and caused these Articles of  
Incorporation to be executed this 21<sup>st</sup> day of February, 1969.

Dave 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 several-  
ly 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 21<sup>st</sup> 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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*Parker, Battaglia and Ross*  
*3835 Central Avenue*  
*Post Office Box 12078*  
*St. Petersburg, Florida 33733*

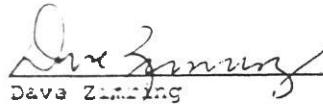


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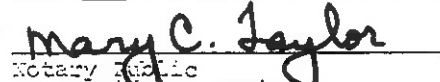
STATE OF FLORIDA            )  
  ss.  
COUNTY OF PINELLAS        )

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 21<sup>st</sup> day of February, 1969.

  
Notary Public  
My commission expires:

*Law Offices*  
*Banker, Scarborough and Pless*  
*3005 Central Avenue*  
*Dist. Office Room 120118*  
*St. Petersburg, Florida 33713*

## **FACTS ABOUT THE PORT BELLEAIR COMMUNITY AGREEMENT**

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- Each building is obligated to pay their proportionate share to maintain the common areas, per the 1979 Mutual Easement Agreement. Therefore, each building should have an equal voice in how the common areas are managed—the COMMUNITY AGREEMENT gives each building that voice.
- The COMMUNITY AGREEMENT requires that each building have two representatives on the Committee—one representative will be from the Board of Directors and the other will be elected by you --the UNIT OWNERS.
- No funds can be allocated for the Maintenance Plan without the approval of the individual building's BOARD OF DIRECTORS.
- The COMMUNITY AGREEMENT was written in accordance with Florida Statute 718, which governs condominiums. This statute limits budget increases to 15%--the COMMUNITY AGREEMENT likewise includes this limit.
- Last year, the line item budget was \$138,435—this year a \$90,000 Maintenance Plan/budget is proposed—which includes \$20,000 to improve security lighting.
- Each building's funds remain in their own account; if the funds budgeted in the Maintenance Plan are not needed they are NOT SPENT.
- Bldg. 2 is obligated to pay their share (21.9%) towards common area expenses—if Bldg. 2 does not approve the COMMUNITY AGREEMENT—they will have NO REPRESENTATION ON THE COMMITTEE.

Approving the COMMUNITY AGREEMENT will NOT cost unit owners any more money than they are already obligated to pay towards the upkeep of the common areas. If the COMMUNITY AGREEMENT is NOT approved now, Bldg. 2 will have NO way in the future to agree or disagree with decisions made by the other buildings. THIS IS YOUR COMMUNITY AND YOUR INVESTMENT—PROTECT IT—APPROVE THE AGREEMENT AND LET YOUR VOICE BE HEARD.

REPAIRED BY AND RETURN TO:  
JOSEPH R. CIANFRONE, P.A.  
1968 BAYSHORE BOULEVARD  
DUNEDIN, FL 34698

## PORT BELLEAIR COMMUNITY AGREEMENT

This Agreement is entered into on \_\_\_\_\_, by the condominium associations known as PORT BELLEAIR NO. 1, INC., PORT BELLEAIR NO. 2, INC., PORT BELLEAIR NO. 3, INC., and PORT BELLEAIR NO. 4, INC., collectively herein referred to as "Condominium Associations".

The above Condominium Associations are joint owners of a certain parcel of real property, which for the purposes of this Agreement, is described as the Recreational Property, including the improvements located thereon, with the legal description on the attached Exhibit "A".

This Agreement shall supercede the 1979 Mutual Benefit Agreement as previously recorded at O.R. 4949, Page 636 et seq. of the Public Records of Pinellas County, Florida. The parties desire to state their rights, obligations and burdens with regard to improvements, which may now or hereafter exist or be on or about the Recreational Property.

The parties further 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 Recreational Property for recreational common area purposes for each of the Condominium Associations.

2. COSTS AND CONTRIBUTIONS.

Costs of maintenance and improvements to the Recreational Property shall be borne by the respective Condominium Associations which hereby have become obligated to make contributions for said costs on a pro rata basis as follows:

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, a third party for the payment of maintenance, management, repair and costs of said recreational area and improvements.

3. GOVERNING BODY/TERMS.

Each Association, which is party to this Agreement, shall select two (2) Representatives to meet as a committee; said committee shall be called the "Recreational Common Area Committee." Each Condominium Association shall appoint one (1) Representative from the respective Condominium Board and one (1) Representative shall be duly elected by the general membership at the Annual Meeting of each respective Condominium to serve on the Committee. Only one Representative from each Association may be on the Board of Directors; the President may not serve. The Condominium Association Board shall appoint a substitute Representative to attend the Recreational Committee meeting(s) if one of the other two Representatives is unable to attend. The Representative selected from the respective Association Board of Directors will serve as a Representative for one (1) year to coincide with the Director's one-year term; the Representative elected by the Condominium members shall serve for two (2) years.

4. COMMITTEE CHAIR/DUTIES.

The Committee shall select a Chair, a Vice-Chair person and a Secretary at the organizational meeting of the Committee to be held no later than March 30 of each year. The duties of the Committee members are as follows:

Chair Person - Shall preside at all meetings of the Committee, following Roberts Rules of Order; shall prepare, upon input from the Committee members from each Condominium and post agenda for respective meetings; shall sign contracts, work orders, invoices, and other written instruments as required from time to time, on behalf of the Committee as authorized agent of the representative Condominium Associations which are party to this Agreement; and shall exercise other duties as may be required by the Committee.

Vice-Chair Person - Shall act in the place and stead of the Chair Person in the event of his absence, inability, or refusal to act; shall exercise such other duties as may be required of him by the Committee.

Secretary - Shall record the Minutes of all meetings of the Committee, per Roberts Rules of Order, ensuring completeness and accuracy; shall post and distribute Minutes to each Committee person; shall maintain the records of the Committee pursuant to the requirements of Chapter 718, Florida Statutes; shall exercise other duties as may be required by the Committee.

5. MEETINGS.

Committee shall meet a minimum of three (3) times per year. The first meeting shall be held no later than March 30 of each year for the purpose of organizing the Committee. The next meeting will be held no later than September 30 of each year, at which time the Maintenance Plan will be formulated and presented to the individual Condominium Associations for review. A subsequent meeting will be held each year to finalize the Maintenance Plan. The Chair Person with may request additional special meetings of the Committee at any time no less than seventy-two (72) hours notice to the Committee members.

Quorum - One hundred percent (100%) of the Representatives shall constitute a quorum for the transaction of Committee business. Every act or decision made by the majority of the Committee members present at a duly scheduled meeting at which a quorum is present shall be the act of the Committee.

Notice - A notice of meeting shall be posted on the Condominium properties no less than 48 hours prior to all meetings. Such notice shall specify the place, day, hour, and the purpose of the meeting. Written notice shall be provided to each Committee person.

Vacancies - Each individual Condominium Association must maintain two (2) Committee member (Representatives) on the Committee at all times. Should a vacancy occur in either the appointed or elected Committee member position, the individual Condominium Association shall immediately assign a replacement to fill the vacancy, who shall serve the remainder of the term.

Recall - The Committee shall not be empowered to recall any Committee member. The recall of a Committee member may be accomplished only by a majority vote of the individual Condominium Association members.

6. POWERS/DUTIES OF THE COMMITTEE.

The Committee shall only be empowered to oversee the operation, maintenance, repair, and improvement of the Recreational Property and to provide necessary services to the Recreational Property on behalf of the Associations. The Committee shall have the power to appoint sub-committees as required, to solicit bids, and to review and finalize contracts for maintenance of the

Recreational Property included in the annual Maintenance Plan. The Committee shall have delegated authority from the four respective Condominium Associations to execute contracts on behalf of the Associations for such maintenance. The Committee shall also have the authority to authorize emergency repairs to the Recreational Property not to exceed \$1,000.00 per occurrence. For purposes of this section, an emergency is defined as an action necessary to preserve the integrity or safety of the Recreational Property.

7. MAINTENANCE PLAN.

The Maintenance Plan shall be formulated each year by the Committee no later than September 15, to include the estimated costs to operate, maintain, oversee, repair and improve the Recreational Property for the Associations. The Plan shall not increase expenditures more than 15% yearly, without approval by a majority of the voting interests in each of the individual Condominiums. Per the Condominium Act, reserves for capital expenditures and deferred maintenance, and expenses that are not anticipated on a regular or annual basis, are excluded from the 15% cap on budget increases. Capital expenditures for improvements shall not be included in the annual Maintenance Plan. Capital projects may be recommended, and require the approval of the Boards of Directors of each of the respective Condominiums. Proposals for capital improvements shall be brought to the Committee for consideration and inclusion in the Maintenance Plan for the following year.

8. APPROVAL OF MAINTENANCE PLAN.

Each Committee member shall present the proposed Maintenance Plan and any other pertinent information regarding the Plan to the respective Condominium Association Board of Directors. Each Association Representative will then cast their vote on behalf of their respective condominium at a duly noticed Recreational Common Area Committee meeting. Upon a majority vote of the Board of Representatives, the plan will thus be considered approved and each individual Condominium will incorporate their required pro-rata share in the Condominium budget for the upcoming year.

9. REMEDIES FOR NONCOMPLIANCE.

All controversies, claims and other matters in question between the parties arising out of or relating to this Agreement will be settled by first attempting mediation under the rules of the American Mediation Association or other mediator agreed upon by the parties. All parties further agree that any disputes not resolved by mediation shall be settled by neutral binding arbitration in Pinellas County in accordance with the rules of the American Arbitration Association or other arbitrator agreed upon by the parties. The parties may seek to recover any costs and attorney's fees incurred in connection with arbitration as part of the costs and attorney's fees that may be recovered by the prevailing party.

10. AMENDMENTS TO/TERMINATION OF AGREEMENT.

Termination of, or amendments to this Agreement may be made with the approval of seventy-five percent (75%) of the unit owners of the respective individual Condominiums which are a party hereto.

11. SUCCESSORS AND ASSIGNS.

This Agreement and the rights and obligations of the parties shall be binding hereto and to their respective heirs, successors, and assigns and shall run with the land.

12. RECORDING. This Agreement shall be recorded in the Public Records of Pinellas County, Florida.

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

Attest:

PORT BELLEAIR NO. 1, INC.

\_\_\_\_\_  
Secretary

By:  
President

(CORPORATE SEAL)

Attest:

PORT BELLEAIR NO. 2, INC.

\_\_\_\_\_  
Secretary

By:  
President

(CORPORATE SEAL)

Attest:

PORT BELLEAIR NO. 3, INC.

\_\_\_\_\_  
Secretary

By: President

(CORPORATE SEAL)

Attest:

PORT BELLEAIR NO. 4, INC.

\_\_\_\_\_  
Secretary

By: President

(CORPORATE SEAL)



**PORT BELLEAIR NO. 2 INC.**  
**RULES, REGULATIONS & GUIDELINES**  
Port Belleair No. 2 is a Residential Condominium Community.  
Adopted September 28, 2016

1. Designated parking spaces are marked for each Resident. Guest spaces are located at the center island. Belleair Bluffs Police request that all vehicles be parked front-first so the license plate is visible.
2. Shopping carts are located under the ground floor stairwells. Please return cart after use. **Carts are not for contractor use.**
3. The laundry room is for Residents and their Guests. Wash cycle is approximately 25 minutes / Dryer cycle 60 minutes. Please be courteous and remove items promptly from Washer and Dryer when finished. The Laundry Room Air Conditioner may be used for your comfort. Please turn the Air Conditioner **Off** when finished.
4. Do not put boxes or large items in the chute - small tied "Grocery" bags fit nicely. If in doubt, walk items down to the dumpster. Large boxes should be "broken-down" prior to placing them in the dumpster. **Do not place construction debris in the dumpster - contractors must remove their debris.**
5. If you plan to make major renovations/alteration to the interior/exterior of your unit, an *Alteration Application* must be completed and approved prior to beginning the actual work.
6. To maintain a harmonious environment, residents should be considerate of others. Please avoid making excessive noise during the evening and late night hours.
7. No pets are allowed. No dogs or cats are allowed in Port Belleair No. 2, A Condominium, except those covered by the Federal Fair Housing Act and ADA.  
Should a resident have a medical need for a Service or Emotional Support Animal they must obtain a form to register that animal with the association and provide written documentation from a doctor, on the office letterhead, that states the need for the service or emotional support animal. Upon receiving a request for the form to register the association must provide the form within 48 business hours. The resident must return the completed form and documentation from their physician with 7 business days. The association will have 48 hours to review the submission to ensure all necessary information has been provided.
  - a. The animal may not be a nuisance or unreasonably disturb other residents.
  - b. If the animal is taken outside of the unit it must be on a leash and the person handling the animal must have control of the leash.
  - c. The animal may be walked in the common lawn area of the community or outside of the community.
  - d. The person having possession of the animal outside of the unit must comply with all State, County and Local ordinance as to leashing and cleaning up after the animal.
8. Good taste dictates that residents and their guests be appropriately attired (including footwear) when going to and from the pool.
9. A Storage Area is located on each floor, (behind the elevator) for each condo unit. Please keep the area clean and store items in your designated closet.
10. When moving or having large items delivered, please attempt to schedule between the hours of 8:00 AM and 5:00 PM Monday thru Saturday - **Please No Sunday activity.**
11. Elevator Pads and Carpet are available to protect the interior of the elevator. Pads/Carpet are located in the electrical room directly behind the elevator. **Any and all damages will be the responsibility of the condominium owner.**
12. Permits are required for major plumbing, electrical and window/patio replacements. County/city permits are the responsibility of the condo owner and must be posted conspicuously. Association approval required.

Thank you for choosing Port Belleair No.2 as your home.  
If you have any questions please ask a Board Member for assistance