

BYLAWS

THE BYLAWS OF THE ASSOCIATION SHALL BE ADOPTED BY THE FIRST BOARD, AND THEREAFTER MAY BE ALTERED, AMENDED OR RESCINDED BY A MAJORITY OF THE BOARD AND A MAJORITY OF THE MEMBERS PRESENT AT A MEETING OF EACH OF SUCH BODIES IN THE MANNER PROVIDED FOR IN THE BYLAWS.

ARTICLES X

AMENDMENT

PRIOR TO THE CONVEYANCE BY DEVELOPER OF AN UNIT, THESE ARTICLES MAY BE AMENDED ONLY BY AN INSTRUMENT IN WRITING SIGNED BY ALL OF THE SUBSCRIBER MEMBERS AND FILED IN THE OFFICE OF THE SECRETARY OF STATE OF THE STATE OF FLORIDA.

AFTER THE CONVEYANCE BY DEVELOPER OF AN UNIT, THESE ARTICLES MAY BE AMENDED IN THE FOLLOWING MANNER:

(1) AN AMENDMENT MAY BE FIRST CONSIDERED BY EITHER THE BOARD OR THE MEMBERS, AND NOTICE OF THE SUBJECT MATTER OF THE PROPOSED AMENDMENT SHALL BE SET FORTH IN THE NOTICE OF THE MEETING (WHETHER OF THE BOARD OR OF THE MEMBERSHIP) AT WHICH TIME SUCH PROPOSED AMENDMENT SHALL BE CONSIDERED. UPON APPROVAL OF A PROPOSED AMENDMENT BY EITHER THE BOARD OR THE MEMBERS, SUCH PROPOSED AMENDMENT SHALL BE SUBMITTED FOR APPROVAL TO THE OTHER OF SAID BODIES. APPROVAL BY THE MEMBERS MUST BE BY A VOTE OF TWO-THIRDS (2/3) OF THE MEMBERS PRESENT AT A MEETING OF THE MEMBERS AT WHICH A QUORUM IS PRESENT, AND APPROVAL BY THE BOARD MUST BE BY TWO-THIRDS (2/3) OF THE DIRECTORS PRESENT AT A MEETING OF THE DIRECTORS AT WHICH A QUORUM IS PRESENT.

NOTWITHSTANDING ANY PROVISION OF THIS ARTICLE X TO THE CONTRARY, THESE ARTICLES SHALL NOT BE AMENDED IN ANY MANNER WHICH SHALL ABRIDGE, AMEND OR ALTER THE RIGHTS OR PRIORITIES OF ANY INSTITUTIONAL FIRST MORTGAGEE, OR DEVELOPER, INCLUDING THE RIGHTS OF DEVELOPER TO DESIGNATE THE DIRECTORS OF THE FIRST BOARD AS PROVIDED IN ARTICLE VIII HEREOF WITHOUT THE PRIOR WRITTEN CONSENT TO SUCH AMENDMENT BY DEVELOPER OR SUCH INSTITUTIONAL FIRST MORTGAGEE AS THE CASE MAY BE.

NOTWITHSTANDING ANY PROVISION OF THIS ARTICLE X TO THE CONTRARY, THESE ARTICLES SHALL NOT BE AMENDED IN ANY MANNER WHICH SHALL AMEND, MODIFY OR AFFECT ANY PROVISIONS, TERMS, CONDITIONS, RIGHTS AND OBLIGATIONS SET FORTH IN ANY OTHER CONDOMINIUM DOCUMENT, AS THE SAME MAY BE AMENDED FROM TIME TO TIME IN ACCORDANCE WITH THE RESPECTIVE PROVISIONS THEREOF.

ANY INSTRUMENT AMENDING THE ARTICLES SHALL IDENTIFY THE PARTICULAR SECTION OR SECTIONS BEING AMENDED AND GIVE THE EXACT LANGUAGE OF SUCH AMENDMENT. A CERTIFIED COPY OF EACH OF SUCH AMENDMENT SHALL BE ATTACHED TO ANY CERTIFIED COPY OF THESE ARTICLES AND A COPY OF EACH AMENDMENT CERTIFIED BY THE SECRETARY OF STATE SHALL BE RECORDED AMONGST THE PUBLIC RECORDS OF PINELLAS COUNTY, FLORIDA.

ARTICLE XI

REGISTERED OFFICE AND REGISTERED AGENT

THE ASSOCIATION HEREBY APPOINTS DAVID HANNIGAN, ATTORNEY, LOCATED AT 5721 - 4TH STREET NORTH, ST. PETERSBURG, FLORIDA, 33703, AS ITS REGISTERED AGENT TO ACCEPT SERVICE OF PROCESS WITHIN THIS STATE.

AGENCY ACCEPTED:

BY: *David Hannigan*
David Hannigan

INDEMNIFICATION

THE ASSOCIATION SHALL INDEMNIFY ANY OFFICER OR DIRECTOR, OR ANY FORMER OFFICER OR DIRECTOR, TO THE FULLEST EXTENT PERMITTED UNDER LAW, WITHOUT LIMITING THE FOREGOING, EACH AND EVERY DIRECTOR AND OFFICER OF THE ASSOCIATION SHALL BE INDEMNIFIED BY THE ASSOCIATION AGAINST ALL COSTS, EXPENSES AND LIABILITIES, INCLUDING COUNSEL FEES AT ALL TRIAL AND APPELLATE LEVELS, REASONABLY INCURRED BY OR IMPOSED UPON HIM IN CONNECTION WITH ANY THREATENED, PENDING OR COMPLETED PROCEEDING OR LITIGATION OR ANY SETTLEMENT IN WHICH HE IS A PARTY BY REASONS OF HIS BEING OR HAVING BEEN A DIRECTOR OR OFFICER OF THE ASSOCIATION, AND THE FOREGOING PROVISION FOR INDEMNIFICATION SHALL APPLY WHETHER OR NOT SUCH A PERSON IS A DIRECTOR OR OFFICER AT THE TIME SUCH COST, EXPENSE, OR LIABILITY IS INCURRED. NOTWITHSTANDING THE FOREGOING, IN THE EVENT A DIRECTOR OR OFFICER ADMITS OR IS ADJUDGED GUILTY OF WILLFUL MISFEASANCE OR MALFEASANCE IN THE PERFORMANCE OF HIS DUTIES, THE INDEMNIFICATION PROVISION OF THE ARTICLE XII SHALL NOT APPLY.

IN WITNESS WHEREOF, THE SUBSCRIBERS HAVE HEREUNTO AFFIXED THEIR SIGNATURES THIS 16th DAY OF February, 1981.

Peter Limongello

 PETER LIMONGELLO

Michael Limongello

 MICHAEL LIMONGELLO

Ronald Damico

 RONALD DAMICO

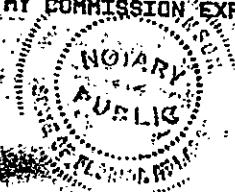
STATE OF FLORIDA
 COUNTY OF PINELLAS

PETER LIMONGELLO, MICHAEL LIMONGELLO, AND RONALD DAMICO, APPEARED BEFORE ME, AND AFTER BEING DULY SWORN, THEY ACKNOWLEDGED THAT THEY EXECUTED THE FOREGOING ARTICLES OF INCORPORATION FOR THE PURPOSES EXPRESSED IN THE ARTICLES ON THE 16th DAY OF February, 1981.

W.D. Tomlinson

 NOTARY PUBLIC

MY COMMISSION EXPIRES: 7/13/81



BY-LAWS

UPON RECEIPT OF A WRITTEN NOTICE OF
MEMBERSHIP OF THE ASSOCIATION.
CHATEAUX VERSAILLES CONDOMINIUM ASSOCIATION, INC.
(A FLORIDA CORPORATION NOT FOR PROFIT)

ARTICLE I

IDENTIFICATION OF ASSOCIATION

THESE ARE THE BY-LAWS OF CHATEAUX VERSAILLES CONDOMINIUM ASSOCIATION, INC., HEREINAFTER REFERRED TO AS THE "ASSOCIATION," AS DULY ADOPTED BY THE BOARD OF DIRECTORS OF THE ASSOCIATION. THE ASSOCIATION IS A CORPORATION NOT FOR PROFIT ORGANIZED PURSUANT TO AND UNDER CHAPTER 617 OF THE FLORIDA STATUTES FOR THE PURPOSE OF ADMINISTERING, MANAGING, OPERATING AND MAINTAINING CHATEAUX VERSAILLES CONDOMINIUM WHICH IS LOCATED NEAR THE CITY OF ST. PETERSBURG, COUNTY OF PINELLAS AND STATE OF FLORIDA.

THE OFFICE OF THE ASSOCIATION MAY BE LOCATED AT ANY PLACE IN PINELLAS COUNTY, FLORIDA DESIGNATED BY THE BOARD OF DIRECTORS OF THE ASSOCIATION.

THE SEAL OF THE ASSOCIATION SHALL BEAR THE NAME OF THE ASSOCIATION, THE WORD "FLORIDA", AND THE WORDS "CORPORATION NOT FOR PROFIT."

ARTICLE II

MEMBERSHIP, MEMBERS' MEETINGS, VOTING AND PROXIES

THE QUALIFICATION OF MEMBERS, THE MANNER OF THEIR ADMISSION TO MEMBERSHIP IN THE ASSOCIATION, THE MANNER OF THE TERMINATION OF SUCH MEMBERSHIP, AND THE MANNER OF VOTING BY MEMBERS SHALL BE AS SET FORTH IN ARTICLE IV OF THE ARTICLES.

THE MEMBERS SHALL MEET ANNUALLY AT THE OFFICE OF THE ASSOCIATION OR AS SUCH OTHER PLACE IN PINELLAS COUNTY, FLORIDA, AS DETERMINED BY THE BOARD AND AS DESIGNATED IN THE NOTICE OF SUCH MEETING, AT 7:30 O'CLOCK P.M., LOCAL TIME, ON THE SECOND TUESDAY IN THE MONTH OF NOVEMBER OF EACH YEAR (THE "ANNUAL MEETING") PROVIDED, HOWEVER, THAT IF THAT DAY IS A LEGAL HOLIDAY, THEN THE MEETING SHALL BE HELD AT THE SAME HOUR ON THE NEXT SUCCEEDING TUESDAY WHICH IS NOT A LEGAL HOLIDAY. THE PURPOSE OF AN ANNUAL MEETING SHALL BE TO HEAR REPORTS OF THE OFFICERS, ELECT MEMBERS OF THE BOARD, AND TO TRANSACT ANY OTHER BUSINESS AUTHORIZED TO BE TRANSACTED BY THE MEMBERS AT SUCH ANNUAL MEETING.

SPECIAL MEETINGS OF THE MEMBERS SHALL BE HELD AT ANY PLACE WITHIN THE COUNTY OF PINELLAS, STATE OF FLORIDA WHENEVER CALLED BY THE PRESIDENT OF THE ASSOCIATION OR A MAJORITY OF THE BOARD. A SPECIAL MEETING MUST BE CALLED BY THE PRESIDENT OF THE ASSOCIATION

UPON RECEIPT OF A WRITTEN REQUEST FROM ONE-THIRD (1/3) OF THE ENTIRE MEMBERSHIP OF THE ASSOCIATION.

MEETINGS OF THE MEMBERS SHALL BE OPEN TO ANY INSTITUTIONAL FIRST MORTGAGEE OR A REPRESENTATIVE THEREOF; PROVIDED, HOWEVER, EXCEPT AS IS PERMITTED OR CONTEMPLATED BY THESE BY-LAWS OR BY ANY OTHER CONDOMINIUM DOCUMENT, NO SUCH INSTITUTIONAL FIRST MORTGAGEE OR ITS REPRESENTATIVE SHALL BE ENTITLED TO PARTICIPATE IN ANY MEETING OF THE MEMBERS, BUT SHALL ONLY BE ENTITLED TO ACT AS AN OBSERVER THEREAT.

A WRITTEN NOTICE OF ALL MEETINGS OF MEMBERS (WHETHER THE ANNUAL MEETING OR A SPECIAL MEETING OF THE MEMBERS) SHALL BE MAILED, CERTIFIED MAIL, TO EACH MEMBER ENTITLED TO VOTE THEREAT AT HIS LAST KNOWN ADDRESS AS IT APPEARS ON THE BOOKS OF THE ASSOCIATION NOT LESS THAN FOURTEEN (14) DAYS NOR MORE THAN THIRTY (30) DAYS PRIOR TO THE DATE OF SUCH MEETING, OR WITHIN SUCH OTHER TIME PERIODS AS ARE SPECIFICALLY REQUIRED UNDER THE ARTICLES, THESE BY-LAWS OR THE CONDOMINIUM ACT. PROOF OF SUCH MAILINGS SHALL BE GIVEN BY THE AFFIDAVIT OF THE PERSON WHO MAILED SUCH NOTICE. THE NOTICE SHALL STATE THE TIME AND PLACE OF SUCH MEETING AND THE OBJECT FOR WHICH THE MEETING IS CALLED AND SHALL BE SIGNED BY AN OFFICER OF THE ASSOCIATION. NOTICE OF ALL MEETINGS OF MEMBERS SHALL BE POSTED AT A CONSPICUOUS PLACE ON THE CONDOMINIUM PROPERTY AT LEAST FOURTEEN (14) DAYS PRIOR TO ANY SUCH MEETING. ANY PROVISION HEREIN TO THE CONTRARY NOTWITHSTANDING, NOTICE OF ANY MEETING MAY BE WAIVED BY ANY MEMBER BEFORE, DURING OR AFTER SUCH MEETING, WHICH WAIVER SHALL BE IN WRITING AND SHALL BE DEEMED RECEIPT OF NOTICE BY SUCH MEMBER OF SUCH MEETING.

THE MEMBERS MAY, AT THE DISCRETION OF THE BOARD, ACT BY WRITTEN AGREEMENT IN LIEU OF A MEETING; PROVIDED, HOWEVER, THAT WRITTEN NOTICE OF THE MATTER OR MATTERS TO BE DETERMINED BY SUCH MEMBERS IS GIVEN TO THE MEMBERS AT THE ADDRESSES AND WITHIN THE TIME PERIODS SET FORTH IN PARAGRAPHS IMMEDIATELY PRECEDING FOR NOTICES OF MEETINGS OF MEMBERS OR IS DULY WAIVED IN ACCORDANCE WITH SUCH SECTION. ANY DETERMINATION AS TO THE MATTER OR MATTERS TO BE DETERMINED PURSUANT TO SUCH NOTICE BY THE NUMBER OF PERSONS THAT WOULD BE ABLE TO DETERMINE THE SUBJECT MATTER AT A MEETING SHALL BE BINDING ON ALL OF THE MEMBERS; PROVIDED, HOWEVER, THAT A QUORUM OF THE MEMBERSHIP RESPONDS IN WRITING TO SUCH NOTICE IN THE MANNER SET FORTH IN THE NOTICE. ANY SUCH NOTICE SHALL SET FORTH A TIME PERIOD DURING WHICH TIME A RESPONSE MAY BE MADE THERETO.

A QUORUM OF THE MEMBERS SHALL CONSIST OF PERSONS ENTITLED TO CAST A MAJORITY OF THE VOTES OF THE ENTIRE MEMBERSHIP. A MEMBER MAY JOIN IN THE ACTION OF A MEETING OF MEMBERS BY SIGNING THE MINUTES THEREOF OR AN ATTENDANCE SHEET THEREAT, AND SUCH SIGNING SHALL CONSTITUTE THE PRESENCE OF SUCH MEMBER FOR THE PURPOSE OF DETERMINING A QUORUM. SUCH METHOD OF DETERMINING A QUORUM SHALL NOT PRECLUDE SUCH A DETERMINATION BY A SHOWING OF HANDS AT THE OPENING OF A MEETING. MATTERS APPROVED BY A MAJORITY OF THE MEMBERS PRESENT AT A MEETING AT WHICH A QUORUM IS PRESENT SHALL CONSTITUTE THE OFFICIAL ACTS OF THE MEMBERS, EXCEPT AS OTHERWISE SPECIFICALLY PROVIDED BY LAW, THE DECLARATION, THE ARTICLES, ANY OTHER CONDOMINIUM DOCUMENT,

OR ELSEWHERE HEREIN.

IF AT ANY MEETINGS OF THE MEMBERS THERE SHALL BE LESS THAN A QUORUM PRESENT, THE MAJORITY OF THOSE PRESENT MAY ADJOURN THE MEETING FROM TIME TO TIME UNTIL A QUORUM IS PRESENT, PROVIDED THAT ALL OF THE MEMBERS PRESENT AT ANY SUCH RECONVENING FOLLOWING ADJOURNMENT SHALL (NOTWITHSTANDING THAT A MAJORITY OF SUCH MEMBERS ARE NOT PRESENT) CONSTITUTE A QUORUM FOR ALL PURPOSES IF THE MEMBERS WERE NOTIFIED OF SUCH RECONVENING IN THE MANNER REQUIRED FOR NOTICES OF MEETINGS AS SET FORTH IN THIS ARTICLE II.

MINUTES OF ALL MEETINGS OF THE MEMBERS SHALL BE KEPT IN A BUSINESSLIKE MANNER AND BE AVAILABLE FOR INSPECTION BY THE MEMBERS AND DIRECTORS AT THE OFFICES OF THE ASSOCIATION AT ALL REASONABLE TIMES.

VOTING RIGHTS OF MEMBERS SHALL BE AS STATED IN THE ARTICLES. SUCH VOTES MAY BE CAST IN PERSON OR BY PROXY. "PROXY" IS DEFINED TO MEAN AN INSTRUMENT CONTAINING THE APPOINTMENT OF A PERSON WHO IS SUBSTITUTED BY A MEMBER TO VOTE FOR HIM AND IN HIS PLACE AND STEAD. PROXIES SHALL BE IN WRITING, AND EXCEPT AS OTHERWISE STATED THEREIN, SHALL BE VALID ONLY FOR THE PARTICULAR MEETING, MEETINGS, OR PERIOD OF TIME DESIGNATED THEREIN AND ANY ADJOURNMENT THEREOF IF SO STATED. A PROXY OR COPY THEREOF MUST BE FILED WITH THE SECRETARY ANY TIME BEFORE THE APPOINTED TIME OF THE MEETING IN ORDER TO BE EFFECTIVE. ANY PROXY EXCEPT A PROXY WHICH BY ITS TERMS STATES OTHERWISE MAY BE REVOKED PRIOR TO THE TIME A VOTE IS CAST PURSUANT TO SUCH PROXY. BUT IN NO EVENT SHALL A PROXY BE GOOD FOR MORE THAN NINETY (90) DAYS FROM THE FIRST MEETING FOR WHICH IT WAS ORIGINALLY GIVEN.

NOTWITHSTANDING ANY PROVISION IN THESE BY-LAWS TO THE CONTRARY, A MEMBER MAY GRANT AN INSTITUTIONAL FIRST MORTGAGEE HOLDING A MORTGAGE ENCUMBERING HIS APARTMENT A PROXY COUPLED WITH AN INTEREST, WHICH PROXY MAY BY ITS TERMS BE UNLIMITED IN TIME AND/OR IRREVOCABLE AS LONG AS SUCH MORTGAGEE CONTINUES TO HOLD SUCH MORTGAGE OR FOR A SHORTER PERIOD OF TIME AS IS SET FORTH IN THE PROXY.

AT ANY TIME PRIOR TO A VOTE UPON ANY MATTER AT A MEETING OF THE MEMBERS, ANY MEMBER MAY RAISE THE QUESTION OF THE USE OF A SECRET WRITTEN BALLOT FOR THE VOTING ON ANY MATTER. IN THE EVENT OF THE USE OF SUCH SECRET WRITTEN BALLOT, THE CHAIRMAN OF THE MEETING SHALL CALL FOR NOMINATIONS AND THE ELECTION OF INSPECTORS OF ELECTION TO COLLECT AND TALLY SUCH WRITTEN BALLOTS UPON THE COMPLETION OF THE BALLOTING UPON SUCH MATTER.

ARTICLE III

BOARD OF DIRECTORS, DIRECTORS' MEETINGS

THE FORM OF ADMINISTRATION OF THE ASSOCIATION SHALL BE BY A BOARD OF DIRECTORS. THE NUMBER OF DIRECTORS ON THE "FIRST BOARD," AS DEFINED IN ARTICLE IX OF THE ARTICLES, AND ON THE BOARD THEREAFTER, SHALL BE THREE (3).

THE ELECTION AND, IF APPLICABLE, DESIGNATION OF DIRECTORS, SHALL BE CONDUCTED IN ACCORDANCE WITH THE ARTICLES.

A VACANCY IN THE FIRST BOARD SHALL BE FILLED BY THE PARTY OF PARTIES HAVING THE RIGHT TO ELECT THE DIRECTOR WHOSE MEMBERSHIP ON THE FIRST BOARD HAS BEEN VACATED. ANY SUCH VACANCY TO BE FILLED BY MEMBERS OTHER THAN DEVELOPER SHALL BE FILLED BY SUCH MEMBERS BY ELECTION AT A SPECIAL MEETING. VACANCIES IN THE BOARD AFTER THE FIRST BOARD SHALL BE FILLED BY ELECTION BY THE REMAINING DIRECTORS. ANY PERSON FILLING THE VACANCY OF A DIRECTOR SHALL HAVE ALL OF THE RIGHTS, PRIVILEGES, DUTIES AND OBLIGATIONS AS A DIRECTOR ELECTED AT AN ANNUAL MEETING AND SHALL SERVE FOR THE TERM PRESCRIBED IN THIS ARTICLE III OF THESE BY-LAWS.

THE TERM OF EACH DIRECTOR'S SERVICE SHALL EXTEND UNTIL THE NEXT ANNUAL MEETING AND UNTIL HIS SUCCESSOR IS DULY ELECTED AND QUALIFIED, OR UNTIL HE IS EARLIER REMOVED FROM SUCH SERVICE IN THE MANNER ELSEWHERE PROVIDED HEREIN.

A DIRECTOR ELECTED BY THE MEMBERS AS PROVIDED IN THE ARTICLES MAY BE REMOVED FROM OFFICE UPON THE AFFIRMATIVE VOTE OF TWO-THIRDS (2/3) OF THE MEMBERS AT A SPECIAL MEETING OF THE MEMBERS CALLED BY AT LEAST TEN (10%) PERCENT OF THE MEMBERS FOR ANY REASON DEEMED BY THE MEMBERS TO BE IN THE BEST INTEREST OF THE ASSOCIATION; PROVIDED, HOWEVER, BEFORE ANY DIRECTOR IS REMOVED FROM OFFICE, HE SHALL BE NOTIFIED IN WRITING FOURTEEN (14) DAYS PRIOR TO THE SPECIAL MEETING AT WHICH A MOTION FOR HIS REMOVAL WILL BE MADE, AND SUCH DIRECTOR SHALL BE GIVEN AN OPPORTUNITY TO BE HEARD AT SUCH MEETING SHOULD HE BE PRESENT THEREAT.

Does not say if present at the meeting

A DIRECTOR DESIGNATED BY DEVELOPER, AS PROVIDED IN THE ARTICLES, MAY BE REMOVED ONLY BY DEVELOPER IN ITS SOLE AND ABSOLUTE DISCRETION WITHOUT ANY NEED FOR A MEETING OR VOTE. DEVELOPER SHALL HAVE THE UNQUALIFIED RIGHT TO NAME A SUCCESSOR FOR ANY DIRECTOR DESIGNATED AND THEREAFTER REMOVED BY IT OR FOR ANY VACANCY CREATED ON THE BOARD AS TO A DIRECTOR DESIGNATED BY IT, AND THE DEVELOPER, UPON SUCH REMOVAL OR VACANCY, SHALL NOTIFY THE BOARD OF THE NAME OF THE RESPECTIVE SUCCESSOR DIRECTOR, AND OF THE COMMENCEMENT DATE FOR THE TERM OF SUCH SUCCESSOR DIRECTOR.

THE ORGANIZATIONAL MEETING OF A NEWLY ELECTED BOARD SHALL BE HELD WITHIN TEN (10) DAYS OF THEIR ELECTION AT SUCH PLACE AND TIME AS SHALL BE FIXED BY THE DIRECTORS AT THE MEETING AT WHICH THEY WERE ELECTED. NO FURTHER NOTICE OF THE ORGANIZATIONAL MEETING SHALL BE NECESSARY.

REGULAR MEETINGS OF THE BOARD MAY BE HELD AT SUCH TIME AND PLACE AS SHALL BE DETERMINED FROM TIME TO TIME BY A MAJORITY OF DIRECTORS. SPECIAL MEETINGS OF THE BOARD MAY BE CALLED AT THE DIRECTION OF THE PRESIDENT. SPECIAL MEETINGS MUST BE CALLED BY THE SECRETARY AT THE WRITTEN REQUEST OF ONE-THIRD (1/3) OF THE DIRECTORS.

NOTICE OF THE TIME AND PLACE OF REGULAR AND SPECIAL MEETING OF THE BOARD, OR ADJOURNMENTS THEREOF, SHALL BE GIVEN TO EACH DIRECTOR

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PERSONALLY OR BY MAIL, TELEPHONE OR TELEGRAPH AT LEAST THREE (3) DAYS PRIOR TO THE DATE FOR SUCH MEETING. EXCEPT IN AN EMERGENCY, NOTICE OF A BOARD MEETING SHALL BE POSTED CONSPICUOUSLY ON THE CONDOMINIUM PROPERTY FORTY-EIGHT (48) HOURS IN ADVANCE FOR THE ATTENTION OF MEMBERS. ANY PROVISION HEREIN TO THE CONTRARY NOTWITHSTANDING, NOTICE OF ANY MEETING MAY BE WAIVED BY ANY DIRECTOR BEFORE, DURING OR AFTER SUCH MEETING, AND SUCH WAIVER SHALL BE DEEMED RECEIPT OF NOTICE BY SUCH DIRECTOR OF SUCH MEETING.

A QUORUM OF THE BOARD SHALL CONSIST OF THE DIRECTORS ENTITLED TO CAST A MAJORITY OF THE VOTES OF THE ENTIRE BOARD. A DIRECTOR MAY JOIN IN THE ACTION OF A MEETING OF THE BOARD BY SIGNING THE MINUTES THEREOF OR AN ATTENDANCE SHEET THEREAT, AND SUCH A SIGNING SHALL CONSTITUTE THE PRESENCE OF SUCH DIRECTOR FOR THE PURPOSE OF DETERMINING A QUORUM. SUCH METHOD OF DETERMINING A QUORUM SHALL NOT BE DETERMINATION BY A SHOWING OF HANDS AT THE OPENING OF A MEETING. MATTERS APPROVED BY A MAJORITY OF THE DIRECTORS PRESENT AT A MEETING AT WHICH A QUORUM IS PRESENT SHALL CONSTITUTE THE OFFICIAL ACTS OF THE BOARD, EXCEPT AS OTHERWISE SPECIFICALLY PROVIDED BY LAW, THE DECLARATION, THE ARTICLES, ANY OTHER CONDOMINIUM DOCUMENT, OR ELSEWHERE HEREIN. IF AT ANY MEETINGS OF THE BOARD THERE SHALL BE LESS THAN A QUORUM PRESENT, THE MAJORITY OF THOSE PRESENT MAY ADJOURN THE MEETING FROM TIME TO TIME UNTIL A QUORUM IS PRESENT. ANY BUSINESS WHICH MIGHT HAVE BEEN TRANSACTED AT A MEETING OF THE BOARD AS ORIGINALLY CALLED MAY BE TRANSACTED AT ANY ADJOURNED MEETING THEREOF. IN THE CASE OF THE ADJOURNMENT OF A MEETING, THE REQUIREMENT, IF ANY, AND MANNER OF NOTICE TO THE DIRECTORS OF SUCH ADJOURNMENT SHALL BE AS DETERMINED BY THE BOARD.

THE PRESIDING OFFICER AT BOARD MEETINGS SHALL BE THE PRESIDENT. IN THE ABSENCE OF THE PRESIDENT, THE DIRECTORS PRESENT SHALL DESIGNATE ANY ONE OF THEIR NUMBER TO PRESIDE.

DIRECTORS' FEES, IF ANY, SHALL BE DETERMINED BY THE MAJORITY OF THE MEMBERSHIP OF THE ASSOCIATION.

MINUTES OF ALL MEETINGS OF THE BOARD SHALL BE KEPT IN A BUSINESSLIKE MANNER AND BE AVAILABLE FOR INSPECTION BY MEMBERS AND DIRECTORS AT THE OFFICES OF THE ASSOCIATION AT ALL REASONABLE TIMES.

ARTICLE IV

POWERS AND DUTIES OF THE BOARD OF DIRECTORS

ALL OF THE POWERS AND DUTIES OF THE ASSOCIATION, INCLUDING THOSE UNDER THE DECLARATION, THE ARTICLES, THESE BY-LAWS, AND ANY OTHER CONDOMINIUM DOCUMENT, SHALL BE EXERCISED BY THE BOARD UNLESS OTHERWISE SPECIFICALLY DELEGATED THEREIN TO THE MEMBERS. SUCH POWERS AND DUTIES OF THE BOARD SHALL BE EXERCISED IN ACCORDANCE WITH THE PROVISIONS OF THE CONDOMINIUM ACT AND THE CONDOMINIUM DOCUMENTS AND SHALL INCLUDE, BUT NOT BE LIMITED TO THE FOLLOWING:

MAKING, ESTABLISHING, AMENDING AND ENFORCING REASONABLE RULES AND REGULATIONS GOVERNING CHATEAUX VERSAILLES CONDOMINIUM AND THE USE

OF THE CONDOMINIUM PROPERTY;

MAKING, LEVYING, COLLECTING AND ENFORCING ASSESSMENTS AGAINST MEMBERS TO PROVIDE FUNDS TO PAY THE EXPENSES OF THE ASSOCIATION. SUCH ASSESSMENTS SHALL BE COLLECTED BY THE ASSOCIATION BY PAYMENTS MADE DIRECTLY TO THE ASSOCIATION BY THE MEMBERS IN THE MANNER SET FORTH IN THE DECLARATION;

ADMINISTERING, MANAGING, AND OPERATING CHATEAUX VERSAILLES CONDOMINIUM;

MAINTAINING, REPAIRING AND REPLACING THE CONDOMINIUM PROPERTY, CONSTRUCTING AND RECONSTRUCTING THE CONDOMINIUM PROPERTY IN THE EVENT OF CASUALTY OR OTHER LOSS THEREOF AND MAKING FURTHER AUTHORIZED IMPROVEMENTS OF THE CONDOMINIUM PROPERTY, AND THE ESTABLISHMENT OF RESERVE ACCOUNTS FOR THE MAINTAINING, REPAIRING AND REPLACING OF THE CONDOMINIUM PROPERTY.

ENFORCING BY LEGAL MEANS THE PROVISIONS OF THE CONDOMINIUM DOCUMENTS AND THE CONDOMINIUM ACT;

RETAINING INDEPENDENT CONTRACTORS AND PROFESSIONAL PERSONNEL AND ENTERING INTO AND TERMINATING SERVICE, SUPPLY AND MANAGEMENT AGREEMENTS AND CONTRACTS TO PROVIDE FOR THE ADMINISTRATION, MANAGEMENT AND OPERATION OF CHATEAUX VERSAILLES CONDOMINIUM AND THE ASSOCIATION AND THE MAINTENANCE, CARE, REPAIR AND REPLACEMENT OF THE CONDOMINIUM PROPERTY INCLUDING THE DELEGATION TO THIRD PARTIES OF POWERS OF THE BOARD WITH RESPECT THEREFOR;

HIRING AND RETAINING SUCH EMPLOYEES AS ARE NECESSARY TO ADMINISTER AND CARRY OUT THE SERVICES REQUIRED FOR THE PROPER ADMINISTRATION OF THE PURPOSES OF THIS ASSOCIATION AND PAYING ALL OF THE SALARIES THEREFOR;

ENTERING INTO AND TERMINATING MANAGEMENT AGREEMENTS AND CONTRACTS FOR THE MAINTENANCE AND CARE OF THE CONDOMINIUM PROPERTY OR ANY PART THEREOF, INCLUDING THE DELEGATION TO PARTIES TO SUCH AGREEMENTS OR CONTRACTS OF POWERS AND DUTIES OF THE BOARD WITH RESPECT TO THE CARE AND MAINTENANCE OF THE CONDOMINIUM PROPERTY;

PAYING COSTS OF ALL POWER, WATER, SEWER, AND OTHER UTILITIES SERVICES RENDERED TO THE CONDOMINIUM PROPERTY AND NOT BILLED TO INDIVIDUAL OWNERS;

PAYING TAXES AND ASSESSMENTS WHICH ARE OR MAY BECOME LIENS AGAINST ANY PROPERTY LOCATED IN CHATEAUX VERSAILLES CONDOMINIUM OTHER THAN THE INDIVIDUAL APARTMENTS AND ASSESSING THE SAME AGAINST OWNERS;

APPROVING OR WITHHOLDING APPROVAL OF PROPOSED PURCHASERS, LESSEES OR MORTGAGEES OF APARTMENTS AND OF PERSONS ACQUIRING APARTMENTS BY GIFT, DEVISE OR INHERITANCE; AND;

PURCHASING AND CARRYING INSURANCE FOR THE PROTECTION OF OWNERS AND THE ASSOCIATION AGAINST CASUALTY LOSS OF THE CONDOMINIUM PROPERTY

AND LIABILITY UPON THE COMMON ELEMENTS.

THE BOARD SHALL HAVE: ARTICLE V.
THE ASSOCIATION
OFFICERS OF THE ASSOCIATION

THE OFFICERS OF THE ASSOCIATION SHALL BE A PRESIDENT, WHO SHALL BE A DIRECTOR, A TREASURER, A SECRETARY, AND, IF THE BOARD SO DETERMINES AN ASSISTANT TREASURER AND AN ASSISTANT SECRETARY, ALL OF WHOM SHALL BE ELECTED ANNUALLY BY THE BOARD. ANY OFFICER MAY BE REMOVED WITHOUT CAUSE FROM OFFICE BY A VOTE OF THE DIRECTORS AT ANY MEETING OF THE BOARD. THE BOARD SHALL, FROM TIME TO TIME, ELECT SUCH OTHER OFFICERS AND ASSISTANT OFFICERS AND DESIGNATE THEIR POWERS AND DUTIES AS THE BOARD SHALL DETERMINE TO BE NECESSARY OR APPROPRIATE FOR THE MANAGEMENT OF THE AFFAIRS OF THE ASSOCIATION.

THE PRESIDENT SHALL BE THE CHIEF EXECUTIVE OFFICER OF THE ASSOCIATION. HE SHALL HAVE ALL THE POWERS AND DUTIES WHICH ARE USUALLY VESTED IN THE OFFICE OF A PRESIDENT, INCLUDING, BUT NOT LIMITED TO, THE POWER TO APPOINT SUCH COMMITTEES AT SUCH TIMES FROM AMONG THE MEMBERS AS HE MAY IN HIS DISCRETION DETERMINE APPROPRIATE TO ASSIST IN THE CONDUCT OF THE AFFAIRS OF THE ASSOCIATION. THE PRESIDENT SHALL PRESIDE AT ALL MEETINGS OF THE BOARD.

THE SECRETARY SHALL KEEP THE MINUTES OF ALL MEETINGS OF THE BOARD AND OF THE MEMBERS, WHICH MINUTES SHALL BE KEPT IN A BUSINESSLIKE MANNER AND SHALL BE AVAILABLE FOR INSPECTION AT THE OFFICE OF THE ASSOCIATION BY MEMBERS AND DIRECTORS AT ALL REASONABLE TIMES. THE SECRETARY SHALL HAVE CUSTODY OF THE SEAL OF THE ASSOCIATION AND SHALL AFFIX THE SAME TO INSTRUMENTS REQUIRING SUCH SEAL WHEN DULY AUTHORIZED AND DIRECTED BY THE BOARD TO DO SO. HE SHALL KEEP THE RECORDS OF THE ASSOCIATION, EXCEPT THOSE OF THE TREASURER, AND SHALL PERFORM ALL OF THE DUTIES INCIDENT TO THE OFFICE OF A SECRETARY. THE ASSISTANT SECRETARY, IF ANY, SHALL ASSIST THE SECRETARY AND IN THE ABSENCE OR DISABILITY OF THE SECRETARY, SHALL EXERCISE THE POWER AND PERFORM THE DUTIES OF THE SECRETARY.

THE TREASURER SHALL HAVE CUSTODY OF ALL OF THE PROPERTY OF THE ASSOCIATION, INCLUDING FUNDS, SECURITIES AND EVIDENCES OF INDEBTEDNESS. HE SHALL KEEP THE ASSESSMENT ROLLS AND ACCOUNTS OF THE MEMBERS; HE SHALL KEEP THE BOOKS OF THE ASSOCIATION IN ACCORDANCE WITH GOOD ACCOUNTING PRACTICES; AND HE SHALL PERFORM ALL OF THE DUTIES INCIDENT TO THE OFFICE OF A TREASURER. THE ASSISTANT TREASURER, IF ANY, SHALL ASSIST THE TREASURER, AND IN THE ABSENCE OR DISABILITY OF THE TREASURER, SHALL EXERCISE THE POWER AND PERFORM THE DUTIES OF THE TREASURER.

THE COMPENSATION, IF ANY, OF ALL OFFICERS AND OTHER EMPLOYEES OF THE ASSOCIATION SHALL BE FIXED BY THE BOARD. THIS PROVISION SHALL NOT PRECLUDE THE BOARD FROM EMPLOYING A DIRECTOR AS AN EMPLOYEE OF THE ASSOCIATION OR PRECLUDE THE CONTRACTING WITH A DIRECTOR OR A PARTY AFFILIATED WITH A DIRECTOR FOR THE MANAGEMENT OF ANY PART OR ALL OF CHATEAUX VERSAILLES CONDOMINIUM.

ARTICLE VI

ACCOUNTING RECORDS, FISCAL MANAGEMENT

THE BOARD SHALL ADOPT A BUDGET OF THE ANTICIPATED EXPENSES OF THE ASSOCIATION FOR EACH FORTHCOMING FISCAL YEAR AT A SPECIAL MEETING OF THE BOARD ("BUDGET MEETING") CALLED FOR THAT PURPOSE. PRIOR TO THE BUDGET MEETING, A PROPOSED BUDGET SHALL BE PREPARED BY OR ON BEHALF OF THE BOARD, WHICH BUDGET SHALL INCLUDE, BUT NOT BE LIMITED TO, THE FOLLOWING APPLICABLE ITEMS OF COMMON EXPENSE: (1) ADMINISTRATION - SALARIES, LEGAL AND ACCOUNTING, TELEPHONE, SUPPLIES AND EQUIPMENT; (2) OPERATING - ELECTRICITY, WATER AND SEWER, SECURITY; (3) FIXED - REAL ESTATE TAXES, INSURANCE PREMIUMS, AND FEES PAYABLE TO FLORIDA DIVISION OF LAND SALES AND CONDOMINIUMS; (4) MAINTENANCE - EQUIPMENT AND SUPPLIES, SALARIES, MAINTENANCE FEES, AND MANAGEMENT FEES. COPIES OF THE PROPOSED BUDGET AND NOTICE OF THE EXACT TIME AND PLACE OF THE BUDGET MEETING SHALL BE MAILED TO EACH MEMBER AT THE MEMBER'S LAST KNOWN ADDRESS AS SHOWN ON THE BOOKS AND RECORDS OF THE ASSOCIATION NOT LESS THAN THIRTY (30) DAYS PRIOR TO SAID BUDGET MEETING, AND THE BUDGET MEETING SHALL BE OPEN TO ALL OF THE MEMBERS.

THE BOARD MAY ALSO INCLUDE IN ANY SUCH PROPOSED BUDGET EITHER ANNUALLY OR FROM TIME TO TIME AS THE BOARD SHALL DETERMINE THE SAME TO BE NECESSARY OR APPROPRIATE A SUM OF MONEY FOR OPERATING CAPITAL, THE MAKING OF BETTERMENTS TO THE CONDOMINIUM PROPERTY, OR THE ESTABLISHMENT OF RESERVES FOR REPAIR OR REPLACEMENT THEREOF.

NO BOARD SHALL BE REQUIRED TO ANTICIPATE REVENUE FROM ASSESSMENTS OR EXPEND FUNDS TO PAY FOR COMMON EXPENSES NOT INCLUDED IN THE BUDGET OR WHICH EXCEED BUDGETED AMOUNT, AND NO BOARD SHALL BE REQUIRED TO ENGAGE IN DEFICIT SPENDING. SHOULD THERE EXIST ANY DEFICIENCY WHICH RESULTS FROM THERE BEING GREATER COMMON EXPENSES THAN INCOME FROM ASSESSMENTS, THEN SUCH DEFICITS SHALL BE CARRIED INTO THE NEXT SUCCEEDING YEAR'S BUDGET AS A DEFICIENCY OR SHALL BE THE SUBJECT OF A SPECIAL ASSESSMENT TO BE LEVIED BY THE BOARD AS OTHERWISE PROVIDED IN THE DECLARATION. NOTWITHSTANDING ANY PROVISION HEREIN TO THE CONTRARY, IN THE EVENT ANY SUCH DEFICIENCY OCCURS OR IS REASONABLY ANTICIPATED TO OCCUR AND THE BOARD IS UNABLE AS A MATTER OF LAW OR OTHERWISE TO OBTAIN NECESSARY FUNDS BY TIMELY ASSESSMENT, THE BOARD IS AUTHORIZED TO BORROW FUNDS ON BEHALF OF THE ASSOCIATION, THE COST OF REPAYMENT OF WHICH, PLUS INTEREST, SHALL BE A COMMON EXPENSE.

THE DEPOSITORY OF THE ASSOCIATION SHALL BE SUCH BANK OR BANKS AS SHALL BE DESIGNATED FROM TIME TO TIME BY THE BOARD IN WHICH THE MONIES OF THE ASSOCIATION SHALL BE DEPOSITED. WITHDRAWAL OF MONIES FROM SUCH DEPOSITORY SHALL BE ONLY BY CHECKS SIGNED BY SUCH PERSONS AS ARE AUTHORIZED BY THE BOARD.

IN ADMINISTERING THE FINANCES OF THE ASSOCIATION, ASSESSMENTS SHALL BE MADE NOT LESS FREQUENTLY THAN QUARTERLY IN AMOUNTS NOT LESS THAN ARE REQUIRED TO PROVIDE FUNDS IN ADVANCE FOR TIMELY PAYMENT OF ALL BUDGETED OR OTHERWISE ANTICIPATED CURRENT OPERATING EXPENSES AND

THE BOARD AND NOTICE OF THE BOARD SHALL BE SET FORTH IN THE BY-LAWS OF THE ASSOCIATION.
FOR ALL UNPAID OPERATING EXPENSES PREVIOUSLY INCURRED.
CONSIDERED UPON APPROVAL OF THE BOARD.
THE ASSOCIATION SHALL MAINTAIN ACCOUNTING RECORDS IN ACCORDANCE WITH GOOD ACCOUNTING PRACTICES, WHICH SHALL BE OPEN TO INSPECTION BY MEMBERS OR THEIR AUTHORIZED REPRESENTATIVES AT REASONABLE TIMES. AUTHORIZATION AS A REPRESENTATIVE OF A MEMBER MUST BE IN WRITING AND BE SIGNED BY THE MEMBER GIVING SUCH AUTHORIZATION AND DATED WITHIN SIXTY (60) DAYS OF THE DATE OF ANY SUCH INSPECTION; PROVIDED, HOWEVER, AN INSTITUTIONAL FIRST MORTGAGEE SHALL FOR SUCH PURPOSE OF INSPECTION AUTOMATICALLY BE DEEMED A REPRESENTATIVE OF A MEMBER.

AN AUDIT OF THE ACCOUNTS OF THE ASSOCIATION SHALL BE MADE ANNUALLY BY AN AUDITOR, ACCOUNTANT, OR CERTIFIED PUBLIC ACCOUNTANT DESIGNATED BY THE BOARD AND A COPY OF A REPORT OF SUCH AUDIT SHALL BE FURNISHED TO EACH MEMBER NOT LATER THAN THE FIRST DAY OF JANUARY OF THE YEAR FOLLOWING THE YEAR FOR WHICH THE REPORT IS MADE. THE REPORT SHALL BE DEEMED TO BE FURNISHED TO THE MEMBER UPON DELIVERY OR MAILING THEREOF TO THE MEMBER AT THE ASSOCIATION MEMBER'S LAST KNOWN ADDRESS AS SHOWN ON THE BOOKS AND RECORDS OF THE ASSOCIATION.

ARTICLE VII

RULES AND REGULATIONS

THE BOARD MAY AT ANY MEETING OF THE BOARD ADOPT RULES AND REGULATIONS FOR THE OPERATION OF CHATEAUX VERSAILLES CONDOMINIUM, AND THE USE OF THE CONDOMINIUM PROPERTY, OR AMEND OR RESCIND ANY SUCH EXISTING RULES AND REGULATIONS; PROVIDED, HOWEVER, THAT SUCH RULES AND REGULATIONS SHALL NOT BE INCONSISTENT WITH ANY OF THE TERMS OR PROVISIONS OF ANY OF THE CONDOMINIUM DOCUMENTS. COPIES OF ANY RULES AND REGULATIONS AS PROMULGATED, AMENDED, OR RESCINDED, SHALL BE MAILED TO ALL MEMBERS AT THE LAST KNOWN ADDRESS OF THE MEMBERS AS SHOWN ON THE BOOKS AND RECORDS OF THE ASSOCIATION AND SHALL NOT TAKE EFFECT UNTIL FORTY-EIGHT (48) HOURS AFTER SUCH MAILING.

ARTICLE VIII

PARLIAMENTARY RULES

THE THEN LATEST EDITION OF ROBERT'S RULES OF ORDER SHALL GOVERN THE CONDUCT OF MEETINGS OF MEMBERS OF THE ASSOCIATION AND OF THE BOARD; PROVIDED, HOWEVER, IF SUCH RULES AND REGULATION ARE IN CONFLICT WITH ANY OF THE CONDOMINIUM DOCUMENTS, THEN THE RESPECTIVE CONDOMINIUM DOCUMENT, AS THE CASE MAY BE, SHALL APPLY AND GOVERN.

ARTICLE IX

AMENDMENT OF THE BY-LAWS

THESE BY-LAWS MAY BE AMENDED BY THE MEMBERS AT AN ANNUAL MEETING OR A SPECIAL MEETING OF THE MEMBERS AND BY THE BOARD AT A REGULAR OR SPECIAL MEETING OF THE BOARD.

AN AMENDMENT MAY BE FIRST CONSIDERED BY EITHER THE MEMBERS OR

THE BOARD AND NOTICE OF THE SUBJECT MATTER OF THE PROPOSED AMENDMENT SHALL BE SET FORTH IN THE NOTICE OF THE MEETING (WHETHER OF THE MEMBERS OR THE BOARD) AT WHICH SUCH PROPOSED AMENDMENT SHALL BE CONSIDERED. UPON APPROVAL OF A PROPOSED AMENDMENT BY EITHER THE MEMBERS OR THE BOARD, SUCH PROPOSED AMENDMENT SHALL BE SUBMITTED FOR APPROVAL TO THE OTHER OF SAID BODIES. APPROVAL BY THE MEMBERS MUST BE BY A VOTE OF AT LEAST A MAJORITY OF THE MEMBERS PRESENT AT A MEETING OF THE MEMBERS AT WHICH A QUORUM IS PRESENT AND APPROVAL BY THE BOARD MUST BE BY AT LEAST A MAJORITY OF THE DIRECTORS PRESENT AT A MEETING OF THE DIRECTORS AT WHICH A QUORUM IS PRESENT.

NOTWITHSTANDING ANY PROVISION OF THIS ARTICLE IX TO THE CONTRARY, THESE BY-LAWS SHALL NOT BE AMENDED IN ANY MANNER WHICH SHALL AMEND, MODIFY OR AFFECT ANY PROVISION, TERMS, CONDITIONS, RIGHTS OR OBLIGATIONS SET FORTH IN ANY OTHER CONDOMINIUM DOCUMENT, AS THE SAME MAY BE AMENDED FROM TIME TO TIME IN ACCORDANCE WITH THE PROVISIONS THEREOF, OR ANY RIGHTS OF DEVELOPER OR RIGHTS OR PRIORITIES OF AN INSTITUTIONAL FIRST MORTGAGEE WITHOUT THE PRIOR WRITTEN CONSENT THERETO BY DEVELOPER OR SUCH INSTITUTIONAL FIRST MORTGAGEE, AS THE CASE MAY BE.

ANY INSTRUMENT AMENDING THE BY-LAWS SHALL IDENTIFY THE PARTICULAR SECTION OR SECTIONS BEING AMENDED AND GIVE THE EXACT LANGUAGE OF SUCH AMENDMENT. A COPY OF EACH SUCH AMENDMENT CERTIFIED BY THE SECRETARY OF THE ASSOCIATION SHALL BE ATTACHED TO ANY CERTIFIED COPY OF THESE BY-LAWS AND A COPY OF EACH AMENDMENT CERTIFIED BY THE SECRETARY OF THE ASSOCIATION SHALL BE RECORDED AMONGST THE PUBLIC RECORDS OF PINELLAS COUNTY, FLORIDA.

BY-LAWS
OF
CHATEAUX VERSAILLES FORE CONDOMINIUM ASSOCIATION, INC.
(A Florida Corporation Not for Profit)

ARTICLE I
Identification of Association

These are the By-Laws of Chateaux Versailles Fore Condominium Association, Inc., hereinafter referred to as the "Association", as duly adopted by the Board of Directors of the Association. The Association is a corporation not for profit organized pursuant to and under Chapter 617 of the Florida Statutes for the purpose of administering, managing, operating and maintaining Chateaux Versailles Fore Condominium, which is located near the City of St. Petersburg, County of Pinellas and State of Florida.

The office of the Association may be located at any place in Pinellas County, Florida designated by the Board of Directors of the Association.

The seal of the Association shall bear the name of the Association, the word "Florida", and the words "Corporation Not for Profit".

ARTICLE II
Membership, members' meetings, voting and proxies

The qualification of members, the manner of their admission to membership in the association, the manner of the termination of such membership, and the manner of voting by members shall be as set forth in Article IV of the Articles.

The members shall meet annually at the office of the Association or at such other place in Pinellas County, Florida, as determined by the Board and as designated in the notice of such meeting, at 7:30 O'clock P.M., local time, on the second Tuesday in the month of November of each year (The "Annual Meeting") provided, however, that if the day is a legal holiday, then the meeting shall be held at the same hour on the next succeeding Tuesday which is not a legal holiday. The purpose of an annual meeting shall be to hear reports of the officers, elect members of the board, and to transact any other business authorized to be transacted by the members at such annual meeting.

Special meetings of the members shall be held at any place within the County of Pinellas, State of Florida, whenever called by the President of the Association or a majority of the board. A special meeting must be called by the President of the Association upon receipt of a written request from ten (10%) percent of the entire membership of the Association.

Meetings of the members shall be open to an institutional first mortgagee or a representative thereof; provided, however, except as is permitted or contemplated by these by-laws or by any other condominium document, no such institutional first mortgagee or its representative shall be entitled to participate in any meeting of the members, but shall only be entitled to act as an observer thereat.

A written notice of all meetings of members (whether the annual meeting or a special meeting of the members) shall be mailed, certified mail, to each member entitled to vote thereat at his last known address as it appears on the books of the Association, not less than fourteen (14) days nor more than thirty (30) days prior to the date of such meeting, or within such other time periods as are specifically required under the Articles, these by-laws or the condominium act. Proof of such mailings shall be given by the affidavit of the person

who mailed such notice. The notice shall state the time and place of such meeting and the object for which the meeting is called and shall be signed by an officer of the Association. Notice of all meetings of members shall be posted at a conspicuous place on the condominium property at least fourteen (14) days prior to any such meeting. Any provision herein to the contrary notwithstanding, notice of any meeting may be waived by any member before, during or after such meeting, which waiver shall be in writing and shall be deemed receipt of notice by such member of such meeting.

The members may, at the discretion of the board, act by written agreement in lieu of a meeting; provided, however, that written notice of the matter or matters to be determined by such members is given to the members at the addresses and within the time periods set forth in the paragraphs immediately preceding for notices of meetings of members or is duly waived in accordance with such section. Any determination as to the matter or matters to be determined pursuant to such notice by the number of persons that would be able to determine the subject matter at a meeting shall be binding on all of the members; provided, however, that a quorum of the membership responds in writing to such notice in the manner set forth in the notice. Any such notice shall set forth a time period during which time a response may be made thereto.

A quorum of the members shall consist of persons entitled to cast a majority of the votes of the entire membership. A member may join in the action of the meeting of members by signing the minutes thereof or an attendance sheet thereat, and such signing shall constitute the presence of such member for the purpose of determining a quorum. Such method of determining a quorum shall not preclude such a determination by a showing of hands at the opening of a meeting. Matters approved by a majority of the members present at a meeting at which a quorum is present shall constitute the official acts of the members, except as otherwise specifically provided by law, the Declaration, the Articles, any other condominium document, or elsewhere herein.

If at any meeting of the members there shall be less than a quorum present, the majority of those present may adjourn the meeting from time to time until a quorum is present, provided that all of the members present at any such reconvening following adjournment shall (notwithstanding that a majority of such members are not present) constitute a quorum for all purposes if the members were notified of such reconvening in the manner required for notices of meetings as set forth in this Article II.

Minutes of all meetings of the members shall be kept in a businesslike manner and be available for inspection by the members and directors at the offices of the Association at all reasonable times.

Voting rights of members shall be as stated in the Articles. Such votes may be cast in person or by proxy. "Proxy" is defined to mean an instrument containing the appointment of a person who is substituted by a member to vote for him and in his place and stead. Proxies shall be in writing, except as otherwise stated therein, shall be valid only for the particular meeting, meetings, or period of time designated therein and any adjournment thereof if so stated. A proxy or copy thereof must be filed with the Secretary any time before the appointed time of the meeting in order to be effective. Any proxy, except a proxy which by its terms states otherwise, may be revoked prior to the time a vote is cast pursuant to such proxy. But, in no event, shall a proxy be good for more than ninety (90) days from the first meeting for which it was originally given.

Notwithstanding any provision in these by-laws to the contrary, a member may grant an institutional first mortgage holder a mortgage encumbering his apartment a proxy coupled with an interest, which proxy may by its terms be unlimited in time and/or irrevocable as long as such mortgagee continues to hold such mortgage or for a shorter period of time as is set forth in the proxy.

At any time prior to a vote upon any matter at a meeting of the owners, any member may raise the question of the use of a secret written ballot for the voting on any matter. In the event of the use of such secret written ballot, the chairman of the meeting shall call for nominations and the election of inspectors of election shall collect and tally such written ballots upon the completion of the balloting upon such matter.

ARTICLE III
Board of Directors, Directors' Meetings

The form of administration of the association shall be by a Board of Directors. The number of directors on the "First Board", as defined in Article IX of the Articles, and on the Board thereafter, shall be three (3).

The election, and, if applicable, designation of directors, shall be conducted in accordance with the Articles.

A vacancy in the First Board shall be filled by the party or parties having the right to elect the director whose membership on the First Board has been vacated. Any such vacancy to be filled by members other than Developer shall be filled by such members by election at a special meeting. Vacancies on the Board after the First Board shall be filled by election by the remaining Directors. Any person filling the vacancy of a Director shall have all of the rights, privileges, duties and obligations as a Director elected at an annual meeting and shall serve for the term prescribed in this Article III of these By-Laws.

The term of each Director's service shall extend until the next annual meeting and until his successor is duly elected and qualified, or until he is earlier removed from such service in the manner elsewhere provided herein.

A Director elected by the members as provided in the Articles may be removed from office upon the affirmative vote of a majority of the members at a special meeting or the members called by at least ten (10%) percent of the members for any reason deemed by the members to be in the best interest of the Association; provided, however, before any Director is removed from office, he shall be notified in writing fourteen (14) days prior to the special meeting at which a motion for his removal will be made, and such Director shall be given an opportunity to be heard at such meeting, should he be present thereat.

A Director designated by Developer, as provided in the Articles, may be removed only by Developer in its sole and absolute discretion without any need for a meeting or vote. Developer shall have the unqualified right to name a successor for any Director designated and thereafter removed by it or for any vacancy created on the Board as to a Director designated by it, and the Developer, upon such removal or vacancy, shall notify the Board of the name of the respective successor director and of the commencement date for the term of such successor director.

The organizational meeting of a newly elected Board shall be held within ten (10) days of their election at such place and time as shall be fixed by the Directors at a meeting at which they are elected. No further notice of the organizational meeting shall be necessary.

Regular meetings of the Board may be held at such time and place as shall be determined from time to time by a majority of Directors. Special meetings of the Board may be called at the direction of the President. Special meetings must be called by the Secretary at the written request of one-third (1/3) of the Directors.

Notice of the time and place of regular and special meeting of the Board, or adjournments thereof, shall be given to each Director personally or by mail, telephone or telegraph at least three (3) days prior to the date of such meeting. Except in an emergency, notice of the Board meeting shall be posted conspicuously on the condominium property forty-eight (48) hours in advance for the attention of members. Any provisions herein to the contrary notwithstanding, notice of any meeting may be waived by any Director before, during or after such meeting, and such waiver shall be deemed receipt of notice by such Director of such meeting.

A quorum of the Board shall consist of the Directors entitled to cast a majority of the votes of the entire Board. A Director may join in the action of a meeting of the Board by signing the minutes thereof or an attendance sheet thereat, and such a signing shall not constitute the presence of such Director for the purpose of determining a quorum. Such method of determining a quorum shall not preclude such a determination by a showing of hands at the opening of a meeting. Matters approved by a majority of the Directors present at a meeting at which a quorum is present shall constitute the official acts of the Board, except as otherwise specifically provided by law, the Declaration, the Articles, any other condominium document, or elsewhere herein. If at any meeting of the Board there shall be less than a quorum present, the majority of those present may adjourn the meeting from time to time until a quorum is present. Any business which might have been transacted at a meeting of the Board as originally called may be transacted at any adjourned meeting thereof. In case of the adjournment of a meeting, the requirement, if any, any manner of notice to the Directors of such adjournment shall be as determined by the Board.

The presiding officer at Board meetings shall be the President. In the absence of the President, the Directors present shall designate any one of their number to preside.

Directors' fees, if any, shall be determined by the majority of the membership of the Association.

Minutes of all meetings of the Board shall be kept in a business-like manner and be available for inspection by members and Directors at the offices of the Association at all reasonable times.

ARTICLE IV

Powers and Duties of the Board of Directors

All of the powers and duties of the Association, including those under the Declaration, the Articles, these By-Laws, and any other condominium document, shall be exercised by the Board unless otherwise specifically delegated therein to the members. Such powers and duties of the Board shall be exercised in accordance with the provisions of the Condominium Act and the condominium documents and shall include, but not be limited to the following:

Making, establishing, amending and enforcing reasonable rules and regulations governing Chateaux Versailles Fore Condominium and the use of the condominium property;

Making, levying, collecting and enforcing assessments against members to provide funds to pay the expenses of the Association. Such assessments shall be collected by the Association by payments made directly to the Association by the members in the manner set forth in the Declaration;

Administering, managing and operating Chateaux Versailles Fore Condominium;

ADOPTED AMENDMENTS TO THE DECLARATION OF CONDOMINIUM
OF CHATEAUX VERSAILLES FORE, A CONDOMINIUM

Additions indicated by underlining
Deletions indicated by striking-through

21. Unit owners' association, Unit owners' vote and rights. The administration and management of the condominium shall be vest in an association, to be known as Chateaux Versailles Fore Condominium Association, Inc. a corporation not for profit and shall be governed by the bylaws. The management of the condominium vested in the Association has taken place by adoption of a Plan of Merger and Articles of Merger of the membership of this condominium and Chateaux Versailles, a Condominium as described in Book 5212 at Page 445 et. seq. of the Official Records of Pinellas County, Florida and Chateaux Versailles Fore, a Condominium as described in Book 6055 at Page 7776 et. seq. of the Official Records of Pinellas County, Florida. The surviving corporation by merger is Chateaux Versailles Condominium Association, Inc. which previously existed as the entity responsible for administration of Chateaux Versailles, a Condominium. Unit owners vote shall be established by the acquisition of ownership of fee title to a unit in Chateaux Versailles Fore, a Condominium and such unit ownership shall deliver a copy of the deed or other instrument of acquisition to the association and shall be entitled to one vote only per unit (whether one or more joint owners of said unit).

2013/07/01 02:17:30
RECORDING 1 \$10.50
TOTAL \$10.50

C.391

CERTIFICATE OF AMENDMENT
TO THE DECLARATION OF CONDOMINIUM
CHATEAUX VERSAILLES FORE, A CONDOMINIUM

RECORDING REC 10
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WE HEREBY CERTIFY THAT the attached amendment to the Declaration of Condominium, as described in Book 6055 at Page 776 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 30, 1989, in the manner prescribed by the Declaration in Article XIII, that is by a vote of 75% of the total voting power of Chateaux Versailles Fore Condominium Association, Inc.

IN WITNESS WHEREOF, we have affixed our hands this day of January, 1989, at Pinellas County, Florida.

CHATEAUX VERSAILLES CONDOMINIUM ASSOCIATION, INC., successor by merger to:

CHATEAUX VERSAILLES FORE CONDOMINIUM ASSOCIATION, INC.

Witnesses: Cathy Gibson
Earl D. Gibson

By: George Fritzell
GEORGE FRITZELL, President

Attest: Eleanor Hering
ELEANOR HERING, Secretary

(SEAL)

Rec'd by, Potatoff at 10
9:20 AM 2823
J. Potatoff
Del 3/4/17

STATE OF FLORIDA)
) SS
COUNTY OF PINELLAS)

BEFORE ME, the undersigned authority, on this day personally appeared _____ and _____, known to me to be the members of the _____ CONDOMINIUM ASSOCIATION, INC., and they jointly acknowledged before me that they freely and voluntarily executed the foregoing instrument.

day of January, 1989.
Earl D. Gibson
Notary Public

NOTARY PUBLIC
STATE OF FLORIDA
My Commission Expires DEC. 9, 1991
KARLEEN F. DEBLAKER, CLERK
FEB 19, 1990 4:34PM

ADOPTED AMENDMENT TO THE DECLARATION OF CONDOMINIUM
OF CHATEAUX VERSAILLES TOO, A CONDOMINIUM

Additions are indicated by underlining
Deletions are indicated by ~~striking-through~~

21. Unit owners' association. The administration and management of the condominium shall be vested in an association, to be known as Chateaux Versailles Fee Condominium Association, Inc., a corporation not for profit and shall be governed by bylaws. The management of the condominium vested in the Association has taken place by adoption of a Plan of Merger and Articles of Merger of the membership of this condominium and Chateaux Versailles, a Condominium as described in Book 5217 at Page 445 et. seq. of the Official Records of Pinellas County, Florida and Chateaux Versailles Fore, a Condominium as described in Book 6055 at Page 7776, et. seq. of the Official Records of Pinellas County, Florida. The surviving corporation by merger is Chateaux Versailles Condominium Association, Inc. which previously existed as the entity responsible for administration of Chateaux Versailles, a Condominium.

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*** OFFICIAL RECORDS ***
BOOK 7216 PAGE 1839

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11 3010 00000689

REC'D ROBERT L. TANKEL

RECORDING 1 \$6.00

CHARGE AMOUNT TOTAL \$6.00

Maintaining, repairing and replacing the condominium property, construction and reconstructing the condominium property in the event of casualty or other loss thereof and making further authorized improvements of the condominium property, and the establishment of reserve accounts for the maintaining, repairing and replacing of the condominium property;

Enforcing by legal means the provisions of the condominium documents and the condominium act;

Retaining independent contractors and professional personnel and entering into and terminating services, supply and management agreements and contracts to provide for the administration, management and operation of Chateaux Versailles Fore Condominium and the Association and the maintenance, care, repair and replacement of the condominium property, including the delegation to third parties of powers of the Board with respect therefor;

Hiring and retaining such employees as are necessary to administer and carry out the services required for the proper administration of the purposes of this Association and paying all of the salaries therefor;

Entering into and terminating management agreements and contracts for the maintenance and care of the condominium property or for any part thereof, including the delegation to parties to such agreements or contracts of powers and duties of the Board with respect to the care and maintenance of the condominium property;

Paying costs of all power, water, sewer, and other utilities services rendered to the condominium property and not billed to individual owners;

Paying taxes and assessments which are or may become liens against any property located in Chateaux Versailles Fore Condominium other than the individual apartments and assessing the same against owners;

Approving or withholding approval of proposed purchasers, lessees or mortgagees of apartments and of persons acquiring apartments by gift, devise or inheritance; and

Purchasing and carrying insurance for the protection of owners and the Association against casualty loss of the condominium property and liability upon the common elements.

ARTICLE V Officers of the Association

The Officers of the Association shall be a President, who shall be a Director, a Treasurer, a Secretary and, if the Board so determines, an Assistant Treasurer and an Assistant Secretary, all of whom shall be elected annually by the Board. Any officer may be removed without cause from office by a vote of the Directors at any meeting of the Board. The Board shall, from time to time, elect such other officers and assistant officers and designate their powers and duties as the Board shall determine to be necessary or appropriate for the management of the affairs of the Association.

The President shall be the chief executive officer of the Association. He shall have all the powers and duties which are usually vested in the office of the President, including, but not limited to, the power to appoint such committees at such times from among the members as he may, in his discretion, determine appropriate to assist in the conduct of the affairs of the Association. The President shall preside at all meetings of the Board.

The Secretary shall keep the minutes of all meetings of the Board and of the members, which minutes shall be kept in a businesslike manner and shall be available for inspection at the office of the Association by members and Directors at all reasonable times. The Secretary shall have custody of the seal of the Association and shall affix the same to instruments requiring such seal when duly authorized and directed by the Board to do so. He shall keep the records of the Association, except those of the Treasurer, and shall perform all of the duties incident to the office of Secretary. The Assistant Secretary, if any, shall assist the Secretary and in the absence or disability of the Secretary, shall exercise the power and perform the duties of the Secretary.

The Treasurer shall have custody of all of the property of the Association, including funds, securities and evidences of indebtedness. He shall keep the assessment rolls and accounts of the members; He shall keep the books of the Association in accordance with good accounting practices; and he shall perform all of the duties incident to the office of Treasurer. The Assistant Treasurer, if any, shall assist the Treasurer, and in the absence or disability of the Treasurer, shall exercise the power and perform the duties of the Treasurer.

The compensation, if any, of all officers and other employees of the Association shall be fixed by the Board. This provision shall not preclude the Board from employing a Director as an employee of the Association or preclude the contracting with a Director or a party affiliated with a Director for the management of any part or all of Chateaux Versailles Fore Condominium.

ARTICLE VI Accounting Records, Fiscal Management

The Board shall adopt a budget of the anticipated expenses of the Association for each forthcoming fiscal year at a special meeting of the Board ("Budget Meeting") called for that purpose. Prior to the Budget Meeting, a proposed budget shall be prepared by or on behalf of the Board, which budget shall include, but not be limited to, the following applicable items of common expense: (1) Administration - salaries, legal and accounting, telephone, supplies and equipment; (2) Operating - electricity, water and sewer, security; (3) fixed - real estate taxes, insurance premiums, and fees payable to Florida Division of Land Sales and Condominiums; (4) Maintenance - equipment and supplies, salaries, maintenance fees, and management fees. Copies of the proposed budget and notice of the exact time and place of the budget meetings shall be mailed to each member at the member's last known address as shown on the books and records of the Association not less than thirty (30) days prior to said budget meeting, and the budget meeting shall be open to all of the members.

The Board may also include in any such proposed budget either annually or from time to time as the Board shall determine, the same to be necessary or appropriate a sum of money for operating capital, the making of betterments to the condominium property, or the establishment of reserves for repair or replacement thereof.

No Board shall be required to anticipate revenue from assessments or expend funds to pay for common expenses not included in the budget or which exceed budgeted amount, and no Board shall be required to engage in deficit spending. Should there exist any deficiency which results from there being greater common expenses than income from assessments, then such deficits shall be carried into the next succeeding year's budget as a deficiency or shall be the subject of a special assessment to be levied by the Board as otherwise provided in the Declaration. Notwithstanding any provision herein to the contrary, in the event of such deficiency occurs or is reasonably anticipated to occur and the Board is unable, as a matter of law or otherwise, to obtain necessary funds by timely assessment, the Board is authorized to borrow funds on behalf of the Association, the cost of repayment of which, plus interest, shall be a common expense.

The depository of the Association shall be such bank or banks as shall be designated from time to time by the Board in which the monies of the Association shall be deposited. Withdrawal of monies from such depository shall be only by checks signed by such persons as are authorized by the Board.

In administering the finances of the Association, assessments shall be made not less frequently than quarterly in amounts not less than are required to provide funds in advance for timely payment of all budgeted or otherwise anticipated current operating expenses and for all unpaid operating expenses previously incurred.

The Association shall maintain accounting records in accordance with good accounting practices, which shall be open to inspection by members or their authorized representatives at reasonable times, authorization as a representative of a member must be in writing and be signed by the member giving such authorization and dated within sixty (60) days of the date of any such inspection; provided, however, an institutional first mortgagee shall, for such purposes of inspection, automatically be deemed a representative of a member.

An audit of the accounts of the Association shall be made annually by an auditor, accountant, or certified public accountant designated by the Board and a copy of a report of such audit shall be furnished to each member not later than the first day of January of the year following the year for which the report is made. The report shall be deemed to be furnished to the member upon delivery or mailing thereof to the member at the Association member's last known address as shown on the books and records of the Association.

ARTICLE VII Rules and Regulations

The Board may at any meeting of the board, adopt rules and regulations for the operation of Chateau Versailles Fore Condominium, and the use of the condominium property, or amend or rescind any such existing rules and regulations; provided, however, that such rules and regulations shall not be inconsistent with any of the terms or provisions of any of the condominium documents. Copies of any rules and regulations as promulgated, amended, or rescinded, shall be mailed to all members at the last known address of the member as shown on the books and records of the Association and shall not take effect until forty-eight (48) hours after such mailing.

ARTICLE VIII Parliamentary Rules

The then latest edition of Robert's Rules of Order shall govern the conduct of meetings of members of the Association and of the Board; provided, however, if such rules and regulations are in conflict with any of the condominium documents, then the respective condominium document, as the case may be, shall apply and govern.

ARTICLE IX Amendment of the By-Laws

These By-Laws may be amended by the members at an annual meeting or a special meeting of the members and by the Board at a regular or special meeting of the Board.

An amendment may be first considered by either the members or the Board and notice of the subject matter of the proposed amendment shall be set forth in the notice of the meeting (whether of the members or the Board) at which such proposed amendment shall be considered. Upon approval

of a proposed amendment by either the members or the Board, such proposed amendment shall be submitted for approval to the other of said bodies. Approval by the members must be by a vote of at least a majority of the members present at a meeting of the members at which a quorum is present and approval by the Board must be at least a majority of the Directors present at a meeting of the Directors at which a quorum is present.

Notwithstanding any provision of this Article IX to the contrary, these By-Laws shall not be amended in any manner which shall amend, modify or affect any provision, terms, conditions, rights or obligations set forth in any other condominium document, as the same may be amended from time to time in accordance with the provisions thereof, or any rights of Developer or rights or priorities of an institutional first mortgagee without the prior written consent thereto by Developer or such institutional first mortgagee, as the case may be.

Any instrument amending the By-Laws shall identify the particular section or sections being amended and give the exact language of such amendment. A copy of each such amendment certified by the Secretary of the Association shall be attached to any certified copy of these By-Laws and a copy of each amendment certified by the Secretary of the Association and a copy of each amendment certified by the Secretary of the Association shall be recorded amongst the Public Records of Pinellas County, Florida.

State of Florida



Department of State

I certify that the attached is a true and correct copy of the Articles of Incorporation of CHATEAUX VERSAILLES FORE CONDOMINIUM ASSOCIATION, INC., a corporation organized under the Laws of the State of Florida, filed on September 8, 1983, as shown by the records of this office.

The charter number of this corporation is 770144.

Given under my hand and the Great Seal of the State of Florida, at Tallahassee, the Capital, this the 13th day of September, 1983.



CER-101

A handwritten signature in cursive script, appearing to read 'George Firestone'.

George Firestone
Secretary of State

CHATEAUX VERSAILLES FORE, A CONDOMINIUM

ESTIMATED BUDGET

1984 - 1985
(Based upon 24 units)

	Monthly	Annual	Unit per month	Yearly per unit
Administration	\$ 18.00	\$216.00	\$.75	\$ 9.00
Management Fee	0	0	0	0
Building & Ground Maintenance & Supplies	290.40	3,484.80	12.10	145.20
Association Property Tax	99.84	1,198.08	4.16	49.92
Recreational Lease	0	0	0	0
Taxes Leased Areas	0	0	0	0
Insurance	137.52	1,650.24	5.73	68.76
Misc. Expenses	30.00	360.00	1.25	15.00
Security	0	0	0	0
Operating Capital	78.72	944.64	3.28	39.36
Cable T.V.	172.80	2,073.60	7.20	86.40
Electricity	150.00	1,800.00	6.25	75.00
Water, Sewer & Garbage Collection	224.68	2,698.56	9.37	112.44
Fees Payable to Division	2.40	28.80	.10	1.20
Reserves for Capital Expenditures:				
Roof Replacement	45.12	541.44	1.88	22.56
Exterior Painting	36.48	437.76	1.52	18.24
Pavement Resurfacing	<u>110.40</u>	<u>1,324.80</u>	<u>4.60</u>	<u>55.20</u>
Totals	\$1,395.56	\$16,758.72	\$58.19	\$698.28

CHATEAUX VERSAILLES FORE, A PROPOSED CONDOMINIUM
AGREEMENT FOR SALE

THIS CONTRACT, made and entered into this _____ day of _____, 19____, by and between

hereinafter referred to as Seller, and

Address: _____

Phone _____, hereinafter referred to as Purchaser.

ORAL REPRESENTATIONS CANNOT BE RELIED UPON AS CORRECTLY STATING THE REPRESENTATIONS OF THE DEVELOPER. FOR MORE CORRECT REPRESENTATIONS, REFERENCE SHOULD BE MADE TO THIS CONTRACT AND THE DOCUMENTS REQUIRED BY SECTION 718.503, FLORIDA STATUTES, TO BE FURNISHED BY DEVELOPER TO A BUYER OR LESSEE.

ANY PAYMENT MADE TO DEVELOPER PRIOR TO CLOSING PURSUANT TO THIS CONTRACT MAY BE USED FOR CONSTRUCTION PURPOSES BY THE DEVELOPER.

The below unit has not been occupied.

In consideration of the terms and conditions hereinafter set forth, Seller agrees to sell, and Purchaser agrees to purchase, the following described property located in Pinellas County, Florida:

That certain Condominium Parcel composed of Unit No. _____ and an undivided _____ interest in the common elements appurtenant thereto, in accordance with, and subject to, the covenants, restrictions, easements, terms, obligations and other provisions of the Declaration of Condominium of CHATEAUX VERSAILLES FORE, A CONDOMINIUM.

1. Estimated monthly maintenance payment	\$ _____
2. Payment of Purchase Price	\$ _____
Authorized Extras	\$ _____
Total Purchase Price	\$ _____
CASH	\$ _____
MORTGAGE TO BE OBTAINED	\$ _____
Escrow Deposit	\$ _____
Ten percent (10%) Date: _____	\$ _____
Balance at closing or upon completion, whichever occurs first Date: _____	\$ _____
TOTAL	\$ _____

THIS AGREEMENT IS VOIDABLE BY BUYER BY DELIVERING WRITTEN NOTICE OF THE BUYER'S INTENTION TO CANCEL WITHIN FIFTEEN (15) DAYS AFTER THE DATE OF EXECUTION OF THIS AGREEMENT BY BUYER AND RECEIPT BY BUYER OF ALL ITEMS REQUIRED TO BE DELIVERED TO HIM BY THE DEVELOPER UNDER SECTION 718.503, FLORIDA STATUTES. THIS AGREEMENT IS ALSO VOIDABLE BY BUYER BY DELIVERING WRITTEN NOTICE OF THE BUYER'S INTENTION TO CANCEL WITHIN FIFTEEN (15) DAYS AFTER THE DATE OF RECEIPT FROM THE DEVELOPER OF ANY AMENDMENT WHICH MATERIALLY ALTERS OR MODIFIES THE OFFERING IN A MANNER THAT IS ADVERSE TO THE BUYER. ANY PURPORTED WAIVER OF THESE VOIDABILITY RIGHTS SHALL BE OF NO EFFECT. BUYER MAY EXTEND THE TIME FOR CLOSING FOR A PERIOD OF NOT MORE THAN FIFTEEN (15) DAYS AFTER THE BUYER HAS RECEIVED ALL OF THE ITEMS REQUIRED. BUYER'S RIGHT TO VOID THIS AGREEMENT SHALL TERMINATE AT CLOSING.

3. **CLOSING:** Subject to the voidable provisions as stated above, this transaction will be closed ten (10) days after notification from Seller to Purchaser that Purchaser's unit is ready for occupancy, which notice shall set forth the exact time, date and place of closing. Seller estimates that Purchaser's unit will be completed and ready for occupancy on or about 19___. In the event that Seller incurs delays in construction for any reason, including, but not limited to, acts of God, strikes, or inability to obtain materials, the estimated completion date shall be correspondingly extended.

4. **DOCUMENTS AND COSTS AT CLOSING:** Seller agrees to convey the condominium parcel by general warranty deed, to deliver and pay for title insurance binder (to be followed by a title insurance policy) insuring Purchaser's interest in the condominium parcel, and to pay state documentary stamps on the deed. Purchaser shall pay for recording the deed and for costs in connection with the loan, if any. All proratable items, including, but not limited to, condominium assessments and real estate taxes (based on 19___ tax bill) shall be prorated and paid at time of closing. Purchaser shall be liable for all assessments from date of closing or occupancy, whichever occurs first.

5. **DEFAULT:** If Purchaser shall fail to perform as required by this contract, all amounts paid under this contract, including charges for extras and change orders, shall be retained by Seller as reasonable and agreed damages, and all parties shall be released from all obligations hereunder. If Seller shall default under this contract, Purchaser shall have the exclusive remedy of cancelling this contract and receiving a return of all amounts paid.

6. **ESCROW:** Seller has established an escrow account with Southeast Bank, N.A. as escrow agent, for holding Purchaser's payment of up to ten (10) percent of the purchase price, as required by Section 718.202 of the Condominium Act. UPON REQUEST, PURCHASER MAY OBTAIN A RECEIPT FOR HIS PAYMENTS FROM THE ESCROW AGENT. The address of the escrow agent is Southeast Bank, N.A., 500 Clearwater Mall, Clearwater, Florida 33520.

7. **OCCUPANCY:** The taking of occupancy by Purchaser prior to closing of this transaction shall constitute the unqualified acceptance of the unit by Purchaser.

8. **ASSIGNMENT:** This contract may not be assigned, sold, or conveyed without the prior written consent of the Seller.

9. **FINANCING CONTINGENCY:** In the event the Buyer desires to obtain a mortgage loan in order to finance a portion of the purchase price of the unit being purchased herein, the Buyer shall immediately make a good faith effort in promptly and diligently seeking to obtain such financing. In the event the Buyer is unable to secure or qualify for such financing within ___ days from the date of this Agreement, the deposits made pursuant to this Agreement shall thereafter be returned to said Buyer, and this Agreement shall thereafter be null and void and no further force and effect and thereupon the parties hereto shall be relieved and released from all obligations hereunder. In the event such a mortgage loan is to be

obtained by the Buyer, it is understood that the Buyer will obtain said mortgage at his own expense.

10. MISCELLANEOUS PROVISIONS:

A. This contract supersedes all prior agreements between the parties, either verbal or written. All covenants and agreements contained herein shall extend to and be binding upon the heirs, executors, administrators and assigns of the respective parties.

B. The Purchaser agrees not to record this agreement in the Public Records of Pinellas County, Florida; and such recording shall constitute a default by Purchasers.

C. Condominium Plan: The Buyer acknowledges that he has made inquiry into and has been fully informed as to the condominium plan and the development plan of the Developer, and that no representations have been made to Buyer which are inconsistent with, or at variance with the provisions of this Agreement, applicable Florida Statutes, and the various documents to which reference is made herein.

D. Gender: The use of the plural shall include the singular and the use of the singular shall include the plural. The use of the masculine and neuter genders shall include all genders.

E. A \$25.00 charge will be made in the event the prospectus is not returned to Seller upon notification of the Buyer's decision not to purchase a unit in the condominium.

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

In the presence of:

Seller

In the presence of:

Purchaser

Purchaser

RECEIPT FOR CONDOMINIUM DOCUMENTS

The undersigned acknowledges that the documents checked below have been received, or as to plans and specifications, made available for inspection.

Name of Condominium: CHATEAUX VERSAILLES FORE CONDOMINIUM ASSOCIATION, INC.

Address of Condominium:

Place a check in the column by each document received or, for the plans and specifications, made available for inspection. If an item does not apply, place "N/A" in the column.

Document	Received
Prospectus Text	N/A
Declaration of Condominium	
Articles of Incorporation	
By-Laws	
Estimated Operating Budget	
Form of Agreement for Sale or Lease	
Rules and Regulations	See Declaration
Covenants and Restrictions	See Declaration
Ground Lease	N/A
Management and Maintenance Contracts for more than one year	N/A
Renewable Management Contracts	N/A
Lease of Recreational and other facilities to be used exclusively by unit owners of subject condominiums	N/A
Form of unit lease if a leasehold	N/A
Declaration of Servitude	N/A
Sales Brochures	N/A
Phase Development Description	N/A
Description of Management for single management of multiple condominiums	N/A
Conversion Inspection Report	N/A
Conversion Termite Inspection Report	N/A
Plat Plan	See Declaration

Floor Plan	See Declaration
Survey of Land and Graphic Descriptions of Improvements	See Declaration
Executed Escrow Agreement	N/A
Plans and Specifications	See Declaration
Lease of recreational and other facilities to be used by unit owners with other condo's	N/A

THE PURCHASE AGREEMENT IS VOIDABLE TO BUYER BY DELIVERING WRITTEN NOTICE OF THE BUYER'S INTENTION TO CANCEL WITHIN 15 DAYS AFTER THE DATE OF EXECUTION OF THE PURCHASE AGREEMENT BY THE BUYER AND RECEIPT BY THE BUYER OF ALL OF THE DOCUMENTS REQUIRED TO BE DELIVERED TO HIM BY THE DEVELOPER. BUYER MAY EXTEND THE TIME FOR CLOSING FOR A PERIOD OF NOT MORE THAN 15 DAYS AFTER THE BUYER HAS RECEIVED ALL OF THE DOCUMENTS REQUIRED. BUYER'S RIGHT TO VOID THE PURCHASE AGREEMENT SHALL TERMINATE AT CLCSING.

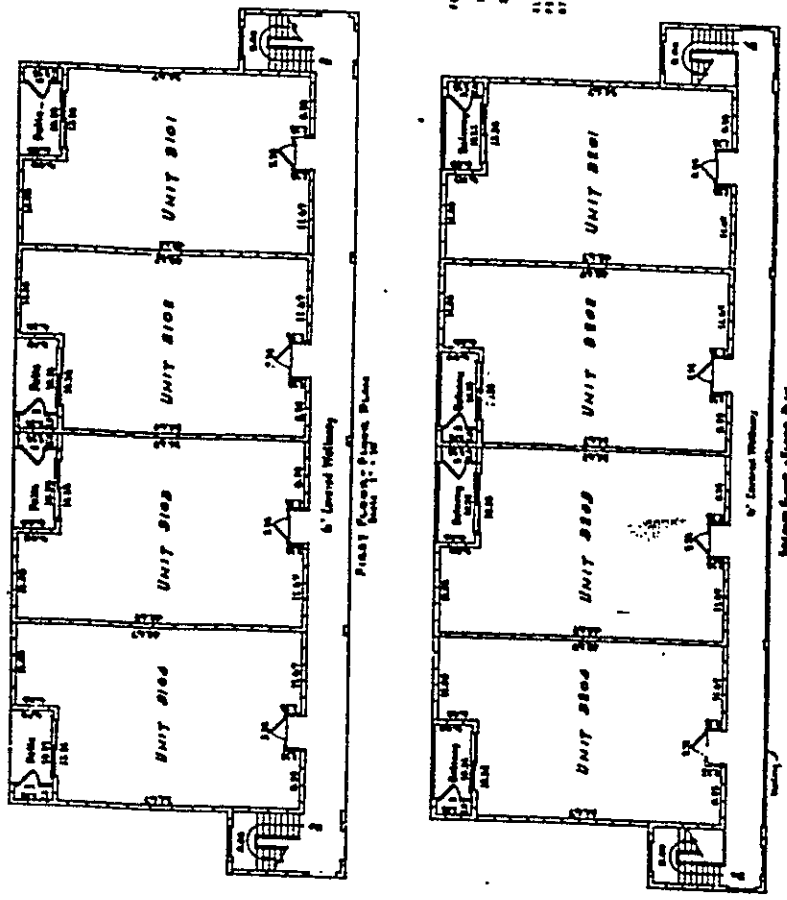
Executed this _____ day of _____, 1984.

Purchaser _____

Purchaser _____

CHATEAUX VERSAILLES FORE

A PROPOSED CONDOMINIUM • SECTION 36 • TOWN OF ST. PETERSBURG • PINELLAS COUNTY • FLORIDA



- NOTES:**
- THE DIMENSIONS AS SHOWN ABOVE ARE BASED ON ACTUAL CONSTRUCTION AND ARE SUBJECT TO FIELD VERIFICATION WORK BY OTHER ENGINE CONSTRUCTION.
 - THE DIMENSIONS OF THE UNITS ARE FOR THEIR RESPECTIVE PORTIONS OF THE PERIMETER WALLS, FLOORS AND CEILING.
 - FIELD SURVEYOR CLASS AND ALL-SECTIONS ARE COMPILED FROM PLANS AND DATA SUPPLIED BY OWNER ENGINEER, TOWN OF ST. PETERSBURG, FLORIDA.

- LEGEND:**
- 6" WALL
 - 8" WALL
 - 12" WALL
 - ALL AIR CONDUCTIONS

PROPOSED ELEVATIONS

FLOOR	DATE	FIN. FLOOR ELEVATION
1	2000-0000	110.10
2	2000-0000	110.00

ALL ELEVATIONS REFER TO CITY OF ST. PETERSBURG GRID, GRID 000 LEVEL = 0.00 FEET.

BUILDING No. 3

OWNER OF
GEORGE F. YOUNG, INC.
 ARCHITECT, ENGINEER, PLANNER & INTERIOR
 DESIGNER
 2500 1ST AVENUE
 ST. PETERSBURG, FLORIDA

SHEET 2 OF 2

A PROPOSED DEVELOPMENT

SECTION 36

TRIMMED TO BOUND

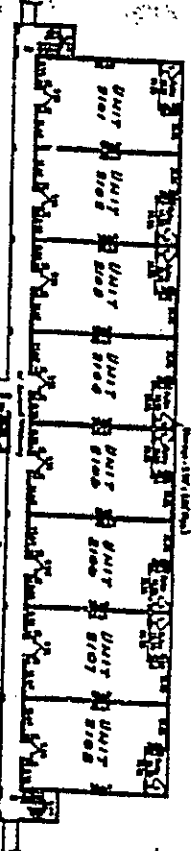
MADE 26 UNIT

ST. PETERSBURG

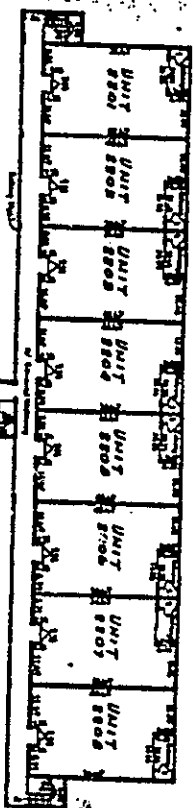
FRANKLIN COUNTY

FLORIDA

CHATEAU VERSAILLES FORE



First Floor - Four Units



Second Floor - Four Units

BUILDING NO. 3

NOTES:
1. SEE SHEET 3 OF 4 FOR TOTALS, NOTES AND LEGEND.

PROPOSED EXHAUSTING

NO.	UNIT	QTY.	AMOUNT	TOTAL
1	Standard	110.00	155.00	
2	Special	100.00	150.00	
				305.00

ALL EXHAUSTING UNITS TO CITY OF ST. PETERSBURG ORDIN. ALSO SEE SHEET 4 OF 4 OF 8007.

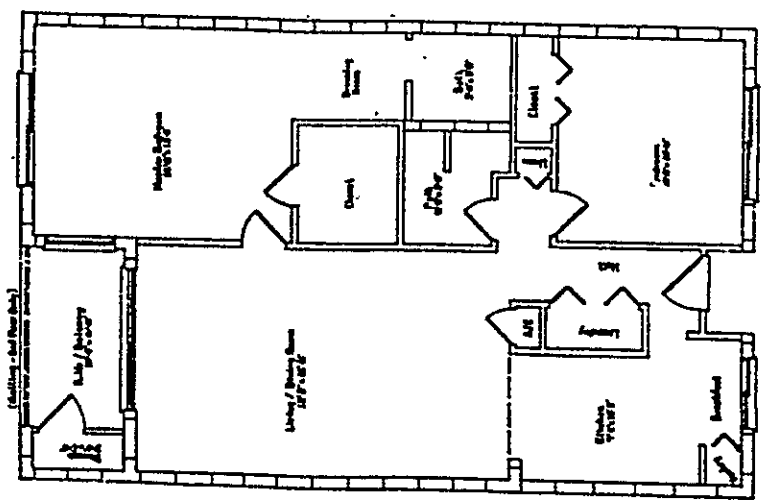
APPROVED FOR THE CITY OF ST. PETERSBURG

OFFICE OF
GEORGE F. YOUNG, INC.
ARCHITECTS, ENGINEERS, PLANNERS & INTERIORS
1000 10TH STREET NORTH
ST. PETERSBURG, FLORIDA

UNIT 3 OF 4

CHATEAUX VERSAILLES FORE

SECTION 28 TOWNSHIP 23 NORTH RANGE 13 EAST ST. PETERSBURG PINELLAS COUNTY FLORIDA



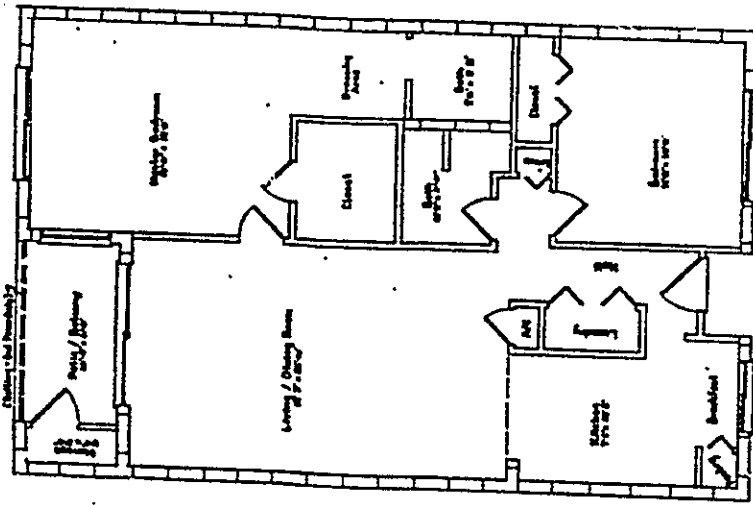
- NOTES:
1. SEE SHEET 3 OF 4 FOR TYPICAL DEETS AND CEILING.
 2. THE PLAN IS FOR TYPICAL DEETS AS A REPRESENTATION OF A TYPICAL UNIT. PLEASE REFER TO THE UNIT'S 40 TYPICAL DEETS.

DESIGNED BY
EDWIN F. YOUNG, INC.
 ARCHITECTS, ENGINEERS, PLANNERS & INTERIORS
 100 1ST STREET NORTH
 ST. PETERSBURG, FLORIDA

SCALE: 1/8" = 1'-0"
 ALL DIMENSIONS ARE TO FACE UNLESS NOTED OTHERWISE

Legend:
 [Symbol] - Typical Unit Floor Plan

CHATEAU VERSAILLES THREE



© General Building

ESCROW AGREEMENT

THIS AGREEMENT entered into between CHADCO DEVELOPMENT, INC., a Florida Corporation, hereinafter referred to as Developer, and GILBERT J. ROOTH, a member of the Florida Bar, hereinafter referred to as Escrow Agent.

WITNESSETH:

WHEREAS, the Developer intends to build 24 condominium units known as Chateaux Versailles Fore.

In consideration of the mutual agreement between the parties hereto, it is agreed

(1) That the Developer contracts to sell a condominium parcel and the construction, furnishings and landscaping of the property submitted to the condominium ownership has not been substantially completed in accordance with the plans and specifications and representations made by the Developer in the disclosure of Declaration of Condominium, the Developer shall pay into an escrow account established by the escrow agent, all payments up to 10 percent of the sale price received by the Developer from a buyer toward the sale price.

(2) The Escrow agent agrees to give the purchaser a receipt for the deposit upon request.

(3) The escrow agent agrees to release funds from escrow when:

(A) A buyer properly terminates the contract pursuant to its terms or pursuant to Florida Statute 718.

(B) If buyer defaults in the performance of his obligations under the contract of purchase and sale, the funds shall be paid to the Developer.

(C) If funds of the buyer have been previously disbursed, they may be disbursed to the Developer by the Escrow Agent at the closing of the transaction, unless prior to the disbursement the Escrow Agent receives from the Buyer written notice of a dispute between the Buyer and Developer.

Developer hereby agrees with the provisions of this

Escrow Agreement.

Executed this 15th day of July, 1984.

CHADCO DEVELOPMENT, INC.

Gilbert J. Rooth
Gilbert J. Rooth
Escrow Agent

By: Jeffrey A. Whitworth, Pres.
President

PINELLAS COUNTY FLA.
INST # 90-045723

OFFICIAL RECORDS
BOOK 7203 PAGE 1031

55:30
OF RECORDING
REC 55.50
INT
FEES
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P/C
REV

**CERTIFICATE OF AMENDMENT TO THE
DECLARATION OF CONDOMINIUM OF CHATEAUX VERSAILLES,
A CONDOMINIUM AND BY-LAWS OF
CHATEAUX VERSAILLES CONDOMINIUM ASSOCIATION, INC.
AND AMENDMENT TO THE ARTICLES OF INCORPORATION OF
CHATEAUX VERSAILLES CONDOMINIUM ASSOCIATION, INC.**

TOTAL 55.50

WE HEREBY CERTIFY THAT the attached amendments to the Declaration of Condominium, Articles of Incorporation and By-Laws, as described in Book 5212 at Page 445, et seq., of the Official Records of Pinellas County, Florida, were duly approved, at a meeting of the membership held on November 30, 1989, in the manner prescribed by the Declaration in Article XVI, that is by a vote of three-fourths of the condominium parcel owners of Chateaux Versailles Condominium Association, Inc., and in the manner prescribed by the By-Laws in Article IX, and Article X of the Articles of Incorporation by at least two-thirds (2/3) of the members present at a meeting of the members at which a quorum is present.

WE HEREBY CERTIFY THAT the attached amendment to the Articles of Incorporation, as described in Book 5212, Page 482, approved, at a meeting of the membership held on November 30, 1989, in the manner prescribed by the Articles in Article X, that is, by a vote of two-thirds (2/3) of the members present at a meeting of the members at which a quorum is present.

IN WITNESS WHEREOF, we have affixed our hands this day of January 5, 1990, at Pinellas County, Florida.

Witnesses:

Cathy Garcia
Carol Gibson

CHATEAUX VERSAILLES CONDOMINIUM ASSOCIATION, INC.

By: George Frizzell
GEORGE FRIZZELL, President

Attest: Eleanor Hering
ELEANOR HERING, Secretary

Condominium Plats pertaining hereto are filed in Condo Plat Book 52 Pg. 2
RETURN TO: Becken, Poliakoff et al PO Box 2823 Clearwater, FL 34617

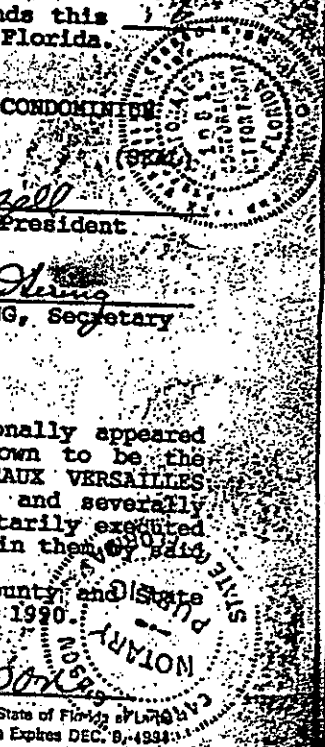
STATE OF FLORIDA }
COUNTY OF PINELLAS }

BEFORE ME, the undersigned authority, personally appeared GEORGE FRIZZELL, and ELEANOR HERING, to me known to be the President and Secretary, respectively, of CHATEAUX VERSAILLES CONDOMINIUM ASSOCIATION, INC., and they jointly and severally acknowledged before me that they freely and voluntarily executed the same as such officers, under authority vested in them by said corporation.

WITNESS my hand and official seal in the County and State last aforesaid, this 5th day of January, 1990.

KARLEEN F. DEBLAKER, CLERK
FEB 19, 1990 4:34PM

Carol Gibson
Notary Public, State of Florida
My Commission Expires DEC. 6, 1991



BY-LAWS
OF
CHATEAUX VERSAILLES TOO CONDOMINIUM ASSOCIATION, INC.
(A Florida Corporation Not for Profit)

ARTICLE I
Identification of association

These are the By-Laws of Chateaux Versailles Too Condominium Association, Inc., hereinafter referred to as the "Association", as duly adopted by the Board of Directors of the Association. The Association is a corporation not for profit organized pursuant to and under Chapter 617 of the Florida Statutes for the purpose of administering, managing, operating and maintaining Chateaux Versailles Too Condominium, which is located near the City of St. Petersburg, County of Pinellas and State of Florida.

The office of the Association may be located at any place in Pinellas County, Florida designated by the Board of Directors of the Association.

The seal of the Association shall bear the name of the Association, the word "Florida", and the words "Corporation Not for Profit".

ARTICLE II
Membership, members' meetings, voting and proxies

The qualification of members, the manner of their admission to membership in the association, the manner of the termination of such membership, and the manner of voting by members shall be as set forth in Article IV of the Articles.

The members shall meet annually at the office of the Association or at such other place in Pinellas County, Florida, as determined by the Board and as designated in the notice of such meeting, at 7:30 O'clock P.M., local time, on the second Tuesday in the month of November of each year (The "Annual Meeting") provided, however, that if the day is a legal holiday, then the meeting shall be held at the same hour on the next succeeding Tuesday which is not a legal holiday. The purpose of an annual meeting shall be to hear reports of the officers, elect members of the board, and to transact any other business authorized to be transacted by the members at such annual meeting.

Special meetings of the members shall be held at any place within the County of Pinellas, State of Florida, whenever called by the President of the Association or a majority of the board. A special meeting must be called by the President of the Association upon receipt of a written request from ten (10%) percent of the entire membership of the Association.

Meetings of the members shall be open to any institutional first mortgagee or a representative thereof; provided, however, except as is permitted or contemplated by these by-laws or by any other condominium document, no such institutional first mortgagee or its representative shall be entitled to participate in any meeting of the members, but shall only be entitled to act as an observer thereat.

A written notice of all meetings of members (whether the annual meeting or a special meeting of the members) shall be mailed, certified mail, to each member entitled to vote thereat at his last known address as it appears on the books of the Association, not less than fourteen (14) days nor more than thirty (30) days prior to the date of such meeting, or within such other time periods as are specifically required under the Articles, these by-laws or the condominium act. Proof of such mailings shall be given by the affidavit of the person who mailed such notice.

The notice shall state the time and place of such meeting and the object for which the meeting is called and shall be signed by an officer of the Association. Notice of all meetings of members shall be posted at a conspicuous place on the condominium property at least fourteen (14) days prior to any such meeting. Any provision herein to the contrary notwithstanding, notice of any meeting may be waived by any member before, during or after such meeting, which waiver shall be in writing and shall be deemed receipt of notice by such member of such meeting.

The members may, at the discretion of the board, act by written agreement in lieu of a meeting; provided, however, that written notice of the matter or matters to be determined by such members is given to the members at the addresses and within the time periods set forth in the paragraphs immediately preceding for notices of meetings of members or is duly waived in accordance with such section. Any determination as to the matter or matters to be determined pursuant to such notice by the number of persons that would be able to determine the subject matter at a meeting shall be binding on all of the members; provided, however, that a quorum of the membership responds in writing to such notice in the manner set forth in the notice. Any such notice shall set forth a time period during which time a response may be made thereto.

A quorum of the members shall consist of persons entitled to cast a majority of the votes of the entire membership. A member may join in the action of a meeting of members by signing the minutes thereof or an attendance sheet thereat, and such signing shall constitute the presence of such member for the purpose of determining a quorum. Such method of determining a quorum shall not preclude such a determination by a showing of hands at the opening of a meeting. Matters approved by a majority of the members present at a meeting at which a quorum is present shall constitute the official acts of the members, except as otherwise specifically provided by law, the Declaration, the Articles, any other condominium document, or elsewhere herein.

If at any meetings of the members there shall be less than a quorum present, the majority of those present may adjourn the meeting from time to time until a quorum is present, provided that all of the members present at any such reconvening following adjournment shall (notwithstanding that a majority of such members are not present) constitute a quorum for all purposes if the members were notified of such reconvening in the manner required for notices of meetings as set forth in this Article II.

Minutes of all meetings of the members shall be kept in a business-like manner and be available for inspection by the members and directors at the offices of the Association at all reasonable times.

Voting rights of members shall be as stated in the Articles. Such votes may be cast in person or by proxy. "Proxy" is defined to mean an instrument containing the appointment of a person who is substituted by a member to vote for him and in his place and stead. Proxies shall be in writing, except as otherwise stated therein, shall be valid only for the particular meeting, meetings, or period of time designated therein and any adjournment thereof if so stated. A proxy or copy thereof must be filed with the Secretary any time before the appointed time of the meeting in order to be effective. Any proxy, except a proxy which by its terms states otherwise, may be revoked prior to the time a vote is cast pursuant to such proxy. But, in no event, shall a proxy be good for more than ninety (90) days from the first meeting for which it was originally given.

Notwithstanding any provision in these by-laws to the contrary, a member may grant an institutional first mortgage holding a mortgage encumbering his apartment a proxy coupled with an interest, which proxy may by its terms be unlimited in time and/or irrevocable as long as such mortgagee continues to hold such mortgage or for a shorter period of time as is set forth in the proxy.

At any time prior to a vote upon any matter at a meeting of the owners, any member may raise the question of the use of a secret written ballot for the voting on any matter. In the event of the use of such secret written ballot, the chairman of the meeting shall call for nominations and the election of inspectors of election to collect and tally such written ballots upon the completion of the balloting upon such matter.

ARTICLE III
Board of Directors, Directors' Meetings

The form of administration of the association shall be by a Board of Directors. The number of directors on the "First Board", as defined in Article IX of the Articles, and on the Board thereafter, shall be three (3).

The election and, if applicable, designation of directors, shall be conducted in accordance with the Articles.

A vacancy in the First Board shall be filled by the party of parties having the right to elect the director whose membership on the First Board has been vacated. Any such vacancy to be filled by members other than Developer shall be filled by such members by election at a special meeting. Vacancies in the Board after the First Board shall be filled by election by the remaining Directors. Any person filling the vacancy of a Director shall have all of the rights, privileges, duties and obligations as a Director elected at an annual meeting and shall serve for the term prescribed in this Article III of these By-Laws.

The term of each Director's service shall extend until the next annual meeting and until his successor is duly elected and qualified, or until he is earlier removed from such service in the manner elsewhere provided herein.

A Director elected by the members as provided in the Articles may be removed from office upon the affirmative vote of two-thirds (2/3) of the members at a special meeting of the members called by at least ten (10%) percent of the members for any reason deemed by the members to be in the best interest of the Association; provided, however, before any Director is removed from office, he shall be notified in writing fourteen (14) days prior to the special meeting at which a motion for his removal will be made, and such Director shall be given an opportunity to be heard at such meeting should he be present thereat.

A Director designated by Developer, as provided in the Articles, may be removed only by Developer in its sole and absolute discretion without any need for a meeting or vote. Developer shall have the unqualified right to name a successor for any Director designated and thereafter removed by it or for any vacancy created on the Board as to a Director designated by it, and the Developer, upon such removal or vacancy, shall notify the Board of the name of the respective successor director and of the commencement date for the term of such successor director.

The organizational meeting of a newly elected Board shall be held within ten (10) days of their election at such place and time as shall be fixed by the Directors at a meeting at which they are elected. No further notice of the organizational meeting shall be necessary.

Regular meetings of the Board may be held at such time and place as shall be determined from time to time by a majority of Directors. Special meetings of the Board may be called at the direction of the President. Special meetings must be called by the Secretary at the written request of one-third (1/3) of the Directors.

Notice of the time and place of regular and special meeting of the Board, or adjournments thereof, shall be given to each Director personally or by mail, telephone or telegraph at least three (3) days prior to the date for such meeting. Except in an emergency, notice of the Board meeting shall be posted conspicuously on the condominium property forty-eight (48) hours in advance for the attention of members. Any provision herein to the contrary notwithstanding, notice of any meeting may be waived by any Director before, during or after such meeting, and such waiver shall be deemed receipt of notice by such Director of such meeting.

A quorum of the Board shall consist of the Directors entitled to cast a majority of the votes of the entire Board. A Director may join in the action of a meeting of the Board by signing the minutes thereof or an attendance sheet thereat, and such a signing shall not constitute the presence of such Director for the purpose of determining a quorum. Such method of determining a quorum shall not preclude such a determination by a showing of hands at the opening of a meeting. Matters approved by a majority of the Directors present at a meeting at which a quorum is present shall constitute the official acts of the Board, except as otherwise specifically provided by law, the Declaration, the Articles or any other condominium document, or elsewhere herein. If at any meetings of the Board there shall be less than a quorum present, the majority of those present may adjourn the meeting from time to time until a quorum is present. Any business which might have been transacted at a meeting of the Board as originally called may be transacted at any adjourned meeting thereof. In case of the adjournment of a meeting, the requirement, if any, any manner of notice to the Directors of such adjournment shall be as determined by the Board.

The presiding officer at Board meetings shall be the President. In the absence of the President, the Directors present shall designate any one of their number to preside.

Directors' fees, if any, shall be determined by the majority of the membership of the Association.

Minutes of all meetings of the Board shall be kept in a business-like manner and be available for inspection by members and Directors at the offices of the Association at all reasonable times.

ARTICLE IV
Powers and Duties of the Board of Directors,

All of the powers and duties of the Association, including those under the Declaration, the Articles, these By-Laws, and any other condominium document, shall be exercised by the Board unless otherwise specifically delegated therein to the members. Such powers and duties of the Board shall be exercised in accordance with the provisions of the Condominium Act and the condominium documents and shall include, but not be limited to the following:

Making, establishing, amending and enforcing reasonable rules and regulations governing Chateaux Versailles Too Condominium and the use of the condominium property;

Making, levying, collecting and enforcing assessments against members to provide funds to pay the expenses of the Association, such assessments shall be collected by the Association by payments made directly to the Association by the members in the manner set forth in the Declaration;

Administering, managing and operating Chateaux Versailles Too Condominium;

Maintaining, repairing and replacing the condominium property, constructing and reconstructing the condominium property in the event of casualty or other loss thereof and making further authorized improvements of the condominium property, and the establishment of reserve accounts for the maintaining, repairing and replacing of the condominium property;

Enforcing by legal means the provisions of the condominium documents and the condominium act;

Retaining independent contractors and professional personnel and entering into and terminating service, supply and management agreements and contracts to provide for the administration, management and operation of Chateaux Versailles Too Condominium and the Association and the maintenance, care, repair and replacement of the condominium property, including the delegation to third parties of powers of the Board with respect therefor;

Hiring and retaining such employees as are necessary to administer and carry out the services required for the proper administration of the purposes of this Association and paying all of the salaries therefor;

Entering into and terminating management agreements and contracts for the maintenance and care of the condominium property or any part thereof, including the delegation to parties to such agreements or contracts of powers and duties of the Board with respect to the care and maintenance of the condominium property;

Paying costs of all power, water, sewer, and other utilities services rendered to the condominium property and not billed to individual owners;

Paying taxes and assessments which are or may become liens against any property located in Chateaux Versailles Too Condominium other than the individual apartments and assessing the same against owners;

Approving or withholding approval of proposed purchasers, lessees or mortgagees of apartments and of persons acquiring apartments by gift, devise or inheritance; and

Purchasing and carrying insurance for the protection of owners and the Association against casualty loss of the condominium property and liability upon the common elements.

ARTICLE V Officers of the Association

The Officers of the Association shall be a President, who shall be a Director, a Treasurer, a Secretary, and, if the Board so determines, an Assistant Treasurer and an Assistant Secretary, all of whom shall be elected annually by the Board. Any officer may be removed without cause from office by a vote of the Directors at any meeting of the Board. The Board shall, from time to time, elect such other officers and assistant officers and designate their powers and duties as the Board shall determine to be necessary or appropriate for the management of the affairs of the Association.

The President shall be the chief executive officer of the Association. He shall have all the powers and duties which are usually vested in the office of a President, including, but not limited to, the power to appoint such committees at such times from among the members as he may, in his discretion, determine appropriate to assist in the conduct of the affairs of the Association. The President shall preside at all meetings of the Board.

The Secretary shall keep the minutes of all meetings of the Board and of the members, which minutes shall be kept in a businesslike manner and shall be available for inspection at the office of the Association by members and Directors at all reasonable times. The Secretary shall have custody of the seal of the Association and shall affix the same to instruments requiring such seal when duly authorized and directed by the Board to do so. He shall keep the records of the Association, except those of the Treasurer, and shall perform all of the duties incident to the office of a Secretary. The Assistant Secretary, if any, shall assist the Secretary and in the absence or disability of the Secretary, shall exercise the power and perform the duties of the Secretary.

The Treasurer shall have custody of all of the property of the Association, including funds, securities and evidences of indebtedness. He shall keep the assessment rolls and accounts of the members; He shall keep the books of the Association in accordance with good accounting practices; and he shall perform all of the duties incident to the office of a Treasurer. The Assistant Treasurer, if any, shall assist the Treasurer, and in the absence or disability of the Treasurer, shall exercise the power and perform the duties of the Treasurer.

The compensation, if any, of all officers and other employees of the Association shall be fixed by the Board. This provision shall not preclude the Board from employing a Director as an employee of the Association or preclude the contracting with a Director or a party affiliated with a Director for the management of any part or all of Chateaux Versailles Too Condominium.

ARTICLE VI Accounting Records, Fiscal Management

The Board shall adopt a budget of the anticipated expenses of the Association for each forthcoming fiscal year at a special meeting of the Board ("Budget Meeting") called for that purpose. Prior to the Budget Meeting, a proposed budget shall be prepared by or on behalf of the Board, which budget shall include, but not be limited to, the following applicable items of common expense: (1) Administration - salaries, legal and accounting, telephone, supplies and equipment; (2) Operating - electricity, water and sewer, security; (3) Fixed - real estate taxes, insurance premiums, and fees payable to Florida Division of Land Sales and Condominiums; (4) Maintenance - equipment and supplies, salaries, maintenance fees, and management fees. Copies of the proposed budget and notice of the exact time and place of the budget meeting shall be mailed to each member at the member's last known address as shown on the books and records of the Association not less than thirty (30) days prior to said budget meeting, and the budget meeting shall be open to all of the members.

The Board may also include in any such proposed budget either annually or from time to time as the Board shall determine, the same to be necessary or appropriate a sum of money for operating capital, the making of betterments to the condominium property, or the establishment of reserves for repair or replacement thereof.

No Board shall be required to anticipate revenue from assessments or expend funds to pay for common expenses not included in the budget or which exceed budgeted amount, and no Board shall be required to engage in deficit spending. Should there exist any deficiency which results from there being greater common expenses than income from assessments, then such deficits shall be carried into the next succeeding year's budget as a deficiency or shall be the subject of a special assessment to be levied by the Board as otherwise provided in the Declaration. Notwithstanding any provision herein to the contrary, in the event any such deficiency occurs or is reasonably anticipated to occur and the Board is unable, as a matter of law or otherwise, to obtain necessary funds by timely assessment, the Board is authorized to borrow funds on behalf of the Association, the cost of repayment of which, plus interest, shall be a common expense.

The depository of the Association shall be such bank or banks as shall be designated from time to time by the Board in which the monies of the Association shall be deposited. Withdrawal of monies from such depository shall be only by checks signed by such persons as are authorized by the Board.

In administering the finances of the Association, assessments shall be made not less frequently than quarterly in amounts not less than are required to provide funds in advance for timely payment of all budgeted or otherwise anticipated current operating expenses and for all unpaid operating expenses previously incurred.

The Association shall maintain accounting records in accordance with good accounting practices, which shall be open to inspection by members or their authorized representatives at reasonable times, authorization as a representative of a member must be in writing and be signed by the member giving such authorization and dated within sixty (60) days of the date of any such inspection; provided, however, an installment on a first mortgage shall, for such purposes of inspection, automatically be deemed a representative of a member.

An audit of the accounts of the Association shall be made annually by an auditor, accountant, or certified public accountant designated by the Board and a copy of a report of such audit shall be furnished to each member not later than the first day of January of the year following the year for which the report is made. The report shall be deemed to be furnished to the member upon delivery or mailing thereof to the member at the Association member's last known address as shown on the books and records of the Association.

ARTICLE VII

Rules and Regulations

The Board may at any meeting of the board, adopt rules and regulations for the operation of Chateaux Versailles Too Condominium, and the use of the condominium property, or amend or rescind any such existing rules and regulations; provided, however, that such rules and regulations shall not be inconsistent with any of the terms or provisions of any of the condominium documents. Copies of any rules and regulations as promulgated, amended, or rescinded, shall be mailed to all members at the last known address of the members as shown on the books and records of the Association and shall not take effect until forty-eight (48) hours after such mailing.

ARTICLE VIII

Parliamentary Rules

The then latest edition of Robert's Rules of order shall govern the conduct of meetings of members of the Association and of the Board; provided, however, if such rules and regulations are in conflict with any of the condominium documents, then the respective condominium document, as the case may be, shall apply and govern.

ARTICLE IX

Amendment of the By-Laws

These By-Laws may be amended by the members at an annual meeting or a special meeting of the members and by the Board at a regular or special meeting of the Board.

An amendment may be first considered by either the members or the Board and notice of the subject matter of the proposed amendment shall be set forth in the notice of the meeting (whether of the members or the Board) at which such proposed amendment shall be considered. Upon approval

of a proposed amendment by either the members or the Board, such proposed amendment shall be submitted for approval to the other of said bodies. Approval by the members must be by a vote of at least a majority of the members present at a meeting of the members at which a quorum is present and approval by the Board must be by at least a majority of the Directors present at a meeting of the Directors at which a quorum is present.

Notwithstanding any provision of this Article IX to the contrary, these By-Laws shall not be amended in any manner which shall amend, modify or affect any provision, terms, conditions, rights or obligations set forth in any other condominium document, as the same may be amended from time to time in accordance with the provisions thereof, or any rights of Developer or rights or priorities of an institutional first mortgagee without the prior written consent thereto by Developer or such institutional first mortgagee, as the case may be.

Any instrument amending the By-Laws shall identify the particular section or sections being amended and give the exact language of such amendment. A copy of each such amendment certified by the Secretary of the Association shall be attached to any certified copy of these By-Laws and a copy of each amendment certified by the Secretary of the Association shall be recorded amongst the Public Records of Pinellas County, Florida.

State of Florida

D.R. 5495 PAGE 1329



Department of State

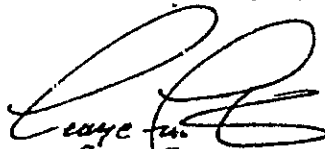
I certify that the attached is a true and correct copy of the Article of Incorporation of CHATEAUX VERSAILLES TOO CONDOMINIUM ASSOCIATION, INC., a corporation not for profit organized under the Laws of the State of Florida, filed on August 3, 1982, as shown by the records of this office.

The charter number for this corporation is 764408.

Given under my hand and the
Great Seal of the State of Florida,
at Tallahassee, the Capital, this the
6th day of August, 1982.



CER 101


George Firestone
Secretary of State

CHATEAUX VERSAILLES TOO, A CONDOMINIUM
ESTIMATED BUDGET

1982 - 1983

(Based upon 16 units)

	Monthly	Annual	Unit per month	Yearly Per Unit
Administration	\$ 12.48	\$ 149.76	\$.78	\$ 9.36
Management Fee	\$ 0	\$ 0	\$ 0	\$ 0
Building & Ground Maintenance & Supplies	\$161.60	\$1,939.20	\$10.10	\$121.20
Recreational Lease	\$ 0	\$ 0	\$ 0	\$ 0
Association Property Tax	\$ 66.56	\$ 798.72	\$ 4.16	\$ 50.00
Taxes Leased Areas	\$ 0	\$ 0	\$ 0	\$ 0
Insurance	\$ 91.68	\$1,100.16	\$ 5.73	\$ 68.75
Security	\$ 0	\$ 0	\$ 0	\$ 0
Misc. Expenses	\$ 20.00	\$ 240.00	\$ 1.25	\$ 15.00
Operating Capital	\$ 52.48	\$ 629.76	\$ 3.28	\$ 39.36
Electricity	\$100.00	\$1,200.00	\$ 6.25	\$ 75.00
Water, Sewer & Garbage Collection	\$149.92	\$1,799.04	\$ 9.37	\$112.44
Fees payable to Division	\$ 1.28	\$ 15.36	\$.00	\$.96
Reserves for Capital Expenditures	\$ 33.60	\$ 403.20	\$ 2.10	\$ 25.20
Reserves for Deferred Maintenance				
1. Roof Replacement	\$ 30.08	\$ 360.96	\$ 1.88	\$ 22.56
2. Exterior Painting	\$ 40.32	\$ 483.84	\$ 2.52	\$ 30.24
3. Pavement Resurfacing	\$ 89.60	\$1,075.20	\$ 5.60	\$ 67.20
Totals	\$849.60	\$10,195.20	\$53.10	\$637.20

CHATEAUX VERSAILLES TOO, A PROPOSED CONDOMINIUM
AGREEMENT FOR SALE

THIS CONTRACT, made and entered into this _____ day
of _____, 19____, by and between

herein referred to as Seller, and

Address _____

Phone _____, herein referred to as Purchaser.

ORAL REPRESENTATIONS CANNOT BE RELIED UPON AS CORRECTLY
STATING THE REPRESENTATIONS OF THE DEVELOPER. FOR MORE
CORRECT REPRESENTATIONS, REFERENCE SHOULD BE MADE TO THIS
CONTRACT AND THE DOCUMENTS REQUIRED BY SECTION 718.503,
FLORIDA STATUTES, TO BE FURNISHED BY DEVELOPER TO A BUYER
OR LESSEE.

ANY PAYMENT MADE TO DEVELOPER PRIOR TO CLOSING PURSUANT
TO THIS CONTRACT MAY BE USED FOR CONSTRUCTION PURPOSES
BY THE DEVELOPER.

The below unit has not been occupied

In consideration of the terms and conditions hereinafter
set forth, Seller agrees to sell, and Purchaser agrees to purchase,
the following described property located in Pinellas County, Florida:

That certain Condominium Parcel composed of Unit No. _____
and an undivided _____ interest in the common elements
appurtenant thereto, in accordance with, and subject to, the
covenants, restrictions, easements, terms, obligations and
other provisions of the Declaration of Condominium of
CHATEAUX VERSAILLES TOO, A CONDOMINIUM.

- 1. Estimated monthly maintenance payment \$ _____
- 2. Payment of Purchase Price:
 - Purchase Price \$ _____
 - Authorized Extras \$ _____
 - Total Purchase Price \$ _____
 - CASH \$ _____
 - MORTGAGE TO BE OBTAINED \$ _____

Escrow Deposit
Ten percent (10%) Date: _____ \$ _____

Balance at closing or upon
completion, whichever
occurs first Date: _____ \$ _____

TOTAL \$ _____

THIS AGREEMENT IS VOIDABLE BY PURCHASER BY DELIVERING WRITTEN NOTICE OF THE PURCHASER'S INTENTION TO CANCEL WITHIN 15 DAYS AFTER THE DATE OF EXECUTION OF THIS AGREEMENT BY PURCHASER AND RECEIPT BY PURCHASER OF ALL OF THE ITEMS REQUIRED TO BE DELIVERED TO HIM BY THE DEVELOPER UNDER SECTION 718.503 AND 718.616, FLORIDA STATUTES. PURCHASER MAY EXTEND THE TIME FOR CLOSING FOR A PERIOD OF NOT MORE THAN 15 DAYS AFTER THE PURCHASER HAS RECEIVED ALL OF THE ITEMS REQUIRED. PURCHASER'S RIGHT TO VOID THIS AGREEMENT SHALL TERMINATE AT CLOSING.

3. **CLOSING:** Subject to the voidable provisions as stated above, this transaction will be closed ten (10) days after notification from Seller to Purchaser that Purchaser's unit is ready for occupancy, which notice shall set forth the exact time, date and place of closing. Seller estimates that Purchaser's unit will be completed and ready for occupancy on or about _____ 19____. In the event that Seller incurs delays in construction for any reason, including, but not limited to, acts of God, strikes, or inability to obtain materials, the estimated completion date shall be correspondingly extended.

4. **DOCUMENTS AND COSTS AT CLOSING:** Seller agrees to convey the condominium parcel by general warranty deed, to deliver and pay for title insurance binder (to be followed by a title insurance policy) insuring Purchaser's interest in the condominium parcel, and to pay state documentary stamps on the deed. Purchaser shall pay for recording the deed and for costs in connection with the loan, if any. All proratable items, including, but not limited to, condominium assessments and real estate taxes (based on 1981 tax bill) shall be prorated and paid at time of closing. Purchaser shall be liable for all assessments from the date of closing or occupancy, whichever occurs first.

5. **DEFAULT:** If Purchaser shall fail to perform as required by this contract, all amounts paid under this contract, including charges for extras and charge orders, shall be retained by Seller as reasonable and agreed damages, and all parties shall be released from all obligations hereunder. If Seller shall default under this contract, Purchaser shall have the exclusive remedy of cancelling this contract and receiving a return of all amounts paid.

6. **ESCROW:** Seller has established an escrow account with Gilbert J. Rooth, Attorney, as escrow agent, for holding Purchaser's payment of up to 10 percent of the purchase price, as required by Section 718.202 of the Condominium Act. UPON REQUEST, PURCHASER MAY OBTAIN A RECEIPT FOR HIS PAYMENTS FROM THE ESCROW AGENT. The address of the escrow agent is: 9065 Park Blvd. N., Seminole, Florida 33543.

7. **OCCUPANCY:** The taking of occupancy by Purchaser prior to closing of this transaction shall constitute the unqualified acceptance of the unit by Purchaser.

8. **ASSIGNMENT:** This contract may not be assigned, sold or conveyed without the prior written consent of the Seller.

9. **FINANCING CONTINGENCY:** In the event the Buyer desires to obtain a mortgage loan in order to finance a portion of the purchase price of the unit being purchased herein, the Buyer shall immediately make a good faith effort in promptly and diligently seeking to obtain such financing. In the event the Buyer is unable to secure or qualify for such financing within _____ days from the date of this Agreement, the deposits made pursuant to this Agreement shall thereafter be returned to said Buyer, and this Agreement shall thereafter be null and void and no further force and effect and

thereupon the parties hereto shall be relieved and released from all obligations hereunder. In the event such a mortgage loan is to be obtained by the Buyer, it is understood that the Buyer will obtain said mortgage at his own expense.

10. MISCELLANEOUS PROVISIONS:

A. This contract supersedes all prior agreements between the parties, either verbal or written. All covenants and agreements contained herein shall extend to and be binding upon the heirs, executors, administrators and assigns of the respective parties.

B. The purchaser agrees not to record this agreement in the Public Records of Pinellas County, Florida; and such recording shall constitute a default by purchasers.

C. Condominium Plan: The Buyer acknowledges that he has made inquiry into and has been fully informed as to the condominium plat and the development plan of the Developer, and that no representations have been made to Buyer which are inconsistent with, or at variance with the provisions of this Agreement, applicable Florida Statutes, and the various documents to which reference is made herein.

D. Gender: The use of the plural shall include the singular and the use of the singular shall include the plural. The use of the masculine and neuter genders shall include all genders.

E. A \$25.00 charge will be made in the event the prospectus is not returned to Seller upon notification of the Buyers decision not to purchase a unit in the condominium.

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

In the presence of:

Seller

In the presence of:

Purchaser

Purchaser

RECEIPT FOR CONDOMINIUM DOCUMENTS

The undersigned acknowledges that the documents checked below have been received or, as to plans and specifications, made available for inspection.

Name of Condominium: CHATEAUX VERSAILLES TOO CONDOMINIUM ASSOCIATION, INC.

Address of Condominium: 2275 - 62nd Avenue North, St. Petersburg, Florida

Place a check in the column by each document received or, for the plans and specifications, made available for inspection. If an item does not apply, place "N/A" in the column.

Document	Received
Prospectus Text	N/A
Declaration of Condominium	
Articles of Incorporation	
By-Laws	
Estimated Operating Budget	
Form of Agreement for Sale or Lease	
Rules and Regulations	See Declaration
Covenants and Restrictions	See Declaration
Ground Lease	N/A
Management and Maintenance Contracts for more than one year	N/A
Renewable Management Contracts	N/A
Lease of Recreational and other facilities to be used exclusively by unit owners of subject condominiums	N/A
Form of unit lease if a leasehold	N/A
Declaration of Servitude	N/A
Sales Brochures	N/A
Phase Development Description	N/A
Description of Management for single management of multiple condominiums	N/A
Conversion Inspection Report	N/A
Conversion Termite Inspection Report	N/A
Plat Plan	See Declaration

Floor Plan	See Declaration
Survey of Land and Graphic Descriptions of Improvements	See Declaration
Executed Escrow Agreement	N/A
	Made available
Plans and Specifications	See Declaration
Lease of recreational and other facilities to be used by unit owners with other condo's	N/A

THE PURCHASE AGREEMENT IS VOIDABLE BY BUYER BY DELIVERING WRITTEN NOTICE OF THE BUYER'S INTENTION TO CANCEL WITHIN 15 DAYS AFTER THE DATE OF EXECUTION OF THE PURCHASE AGREEMENT BY THE BUYER AND RECEIPT BY THE BUYER OF ALL OF THE DOCUMENTS REQUIRED TO BE DELIVERED TO HIM BY THE DEVELOPER. BUYER MAY EXTEND THE TIME FOR CLOSING FOR A PERIOD OF NOT MORE THAN 15 DAYS AFTER THE BUYER HAS RECEIVED ALL OF THE DOCUMENTS REQUIRED. BUYER'S RIGHT TO VOID THE PURCHASE AGREEMENT SHALL TERMINATE AT CLOSING.

Executed this _____ day of _____, 1982.

Purchaser

Purchaser

CHATEAUX VERSAILLES TOO

CORPORATION SECTION 25 TOWN OF ST. PETERSBURG PINELLAS COUNTY FLORIDA

LIEN DESCRIPTION - CHATEAUX VERSAILLES TOO AND SUBSIDIARIES
 SECTION 25, TOWN OF ST. PETERSBURG, PINELLAS COUNTY, FLORIDA

SECTION 25, TOWN OF ST. PETERSBURG, PINELLAS COUNTY, FLORIDA

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OFFICE OF
 GEORGE F. YOUNG, INC.
 REAL ESTATE BROKERS AND LEASE BROKERS
 11, PETERBOROUGH, FLORIDA

PAGE 1 OF 7

01-5495 INC1336

SECTION 25, TOWN OF ST. PETERSBURG, PINELLAS COUNTY, FLORIDA

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CHATEAUX VERSAILLES TOO

A CORPORATION INCORPORATED IN FLORIDA ST. PETERSBURG FRANKLIN COUNTY FLORIDA

CHEATEUX VERSAILLES NO. 1 (INCORPORATED)

ISSUED 1954

AS SET FORTH IN THE CHARTER AND BY-LAWS, APPROVED BY THE BOARD OF DIRECTORS OF CHATEAUX VERSAILLES TOO

THE CHARTER AND BY-LAWS OF CHATEAUX VERSAILLES TOO, AS AMENDED TO DATE OF THIS CHARTER, ARE HEREBY SET FORTH IN FULL IN THE CHARTER AND BY-LAWS OF CHATEAUX VERSAILLES TOO, AS AMENDED TO DATE OF THIS CHARTER, AND THE SAME ARE HEREBY SET FORTH IN FULL IN THE CHARTER AND BY-LAWS OF CHATEAUX VERSAILLES TOO, AS AMENDED TO DATE OF THIS CHARTER.

THESE CHARTER AND BY-LAWS ARE HEREBY SET FORTH IN FULL IN THE CHARTER AND BY-LAWS OF CHATEAUX VERSAILLES TOO, AS AMENDED TO DATE OF THIS CHARTER.

IN WITNESS WHEREOF, THE BOARD OF DIRECTORS OF CHATEAUX VERSAILLES TOO, HAS CAUSED THIS CHARTER AND BY-LAWS TO BE SIGNED AND SEALED AND THE SEAL OF SAID CORPORATION TO BE HEREON AFFIXED, THIS 15th DAY OF FEBRUARY, 1954.

WALTER W. WATSON, President, Chairman of the Board
WALTER W. WATSON, Vice President
WALTER W. WATSON, Secretary
WALTER W. WATSON, Treasurer
WALTER W. WATSON, Director
WALTER W. WATSON, Director
WALTER W. WATSON, Director
WALTER W. WATSON, Director
WALTER W. WATSON, Director
WALTER W. WATSON, Director

IN WITNESS WHEREOF, I, the Secretary, have hereunto set my hand and the seal of said Corporation at St. Petersburg, Florida, this 15th day of February, 1954.

WALTER W. WATSON, Secretary

THE CHARTER AND BY-LAWS OF CHATEAUX VERSAILLES TOO, AS AMENDED TO DATE OF THIS CHARTER, ARE HEREBY SET FORTH IN FULL IN THE CHARTER AND BY-LAWS OF CHATEAUX VERSAILLES TOO, AS AMENDED TO DATE OF THIS CHARTER, AND THE SAME ARE HEREBY SET FORTH IN FULL IN THE CHARTER AND BY-LAWS OF CHATEAUX VERSAILLES TOO, AS AMENDED TO DATE OF THIS CHARTER.

THESE CHARTER AND BY-LAWS ARE HEREBY SET FORTH IN FULL IN THE CHARTER AND BY-LAWS OF CHATEAUX VERSAILLES TOO, AS AMENDED TO DATE OF THIS CHARTER.

IN WITNESS WHEREOF, THE BOARD OF DIRECTORS OF CHATEAUX VERSAILLES TOO, HAS CAUSED THIS CHARTER AND BY-LAWS TO BE SIGNED AND SEALED AND THE SEAL OF SAID CORPORATION TO BE HEREON AFFIXED, THIS 15th DAY OF FEBRUARY, 1954.

CERTIFICATE

I, the undersigned, do hereby certify that the foregoing is a true and correct copy of the Charter and By-Laws of Chateaux Versailles Too, as amended to date of this Charter, as the same appear in the files and records of said Corporation, and that the same are herewith being filed for record in the office of the Clerk of the Circuit Court in and for the County of Franklin, State of Florida, this 15th day of February, 1954.

GEORGE F. YOUNG, INC.

George F. Young

STATE OF FLORIDA, COUNTY OF FRANKLIN, this 15th day of February, 1954.



OFFICE OF
GEORGE F. YOUNG, INC.
STATE OF FLORIDA - COUNTY OF FRANKLIN
1500 BAYVIEW AVENUE, ST. PETERSBURG, FLORIDA

PL 5495 FEB 13 37

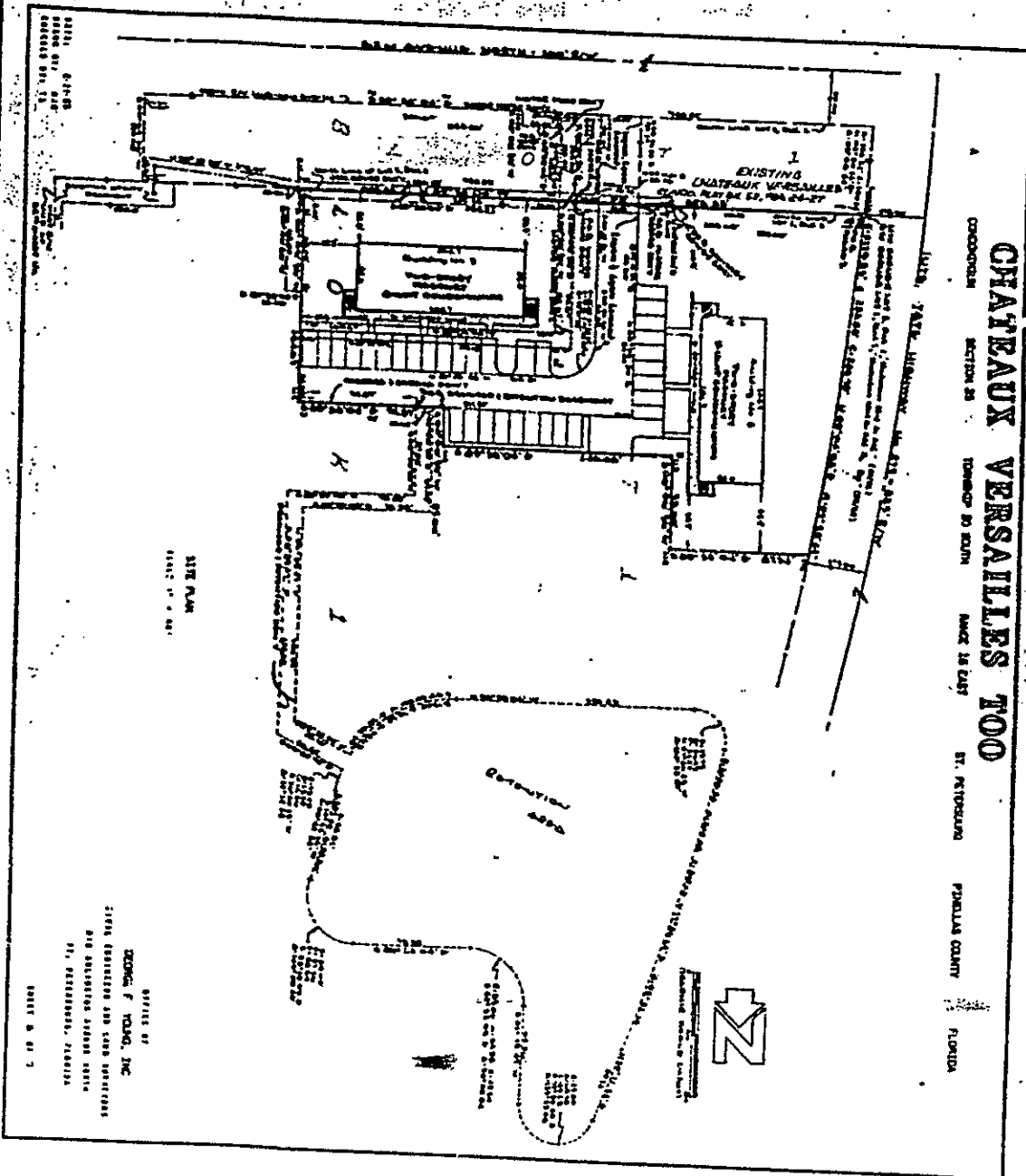


EXHIBIT C

CHATEAU VERSAILLES TOO

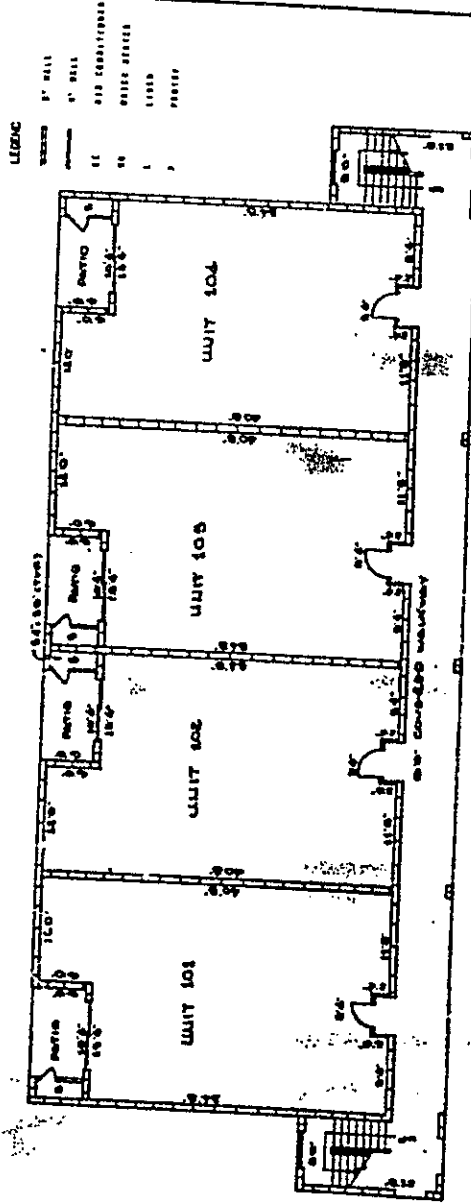
CONDOMINIUM SECTION 26 TOWNSHIP 29 SOUTH RANGE 16 EAST ST. PETERSBURG PINELLAS COUNTY FLORIDA

ELEVATIONS

Level	Finish	Existing
1st	0'-00"	0'-00"
2nd	0'-00"	0'-00"
3rd	0'-00"	0'-00"

ALL ELEVATIONS REFER TO THE NATIONAL ADAPTIVE SURVEY DATUM OF 1985

BUILDING 4
FIRST FLOOR - FLOOR PLAN
SCALE 1/8" = 1'-0"



NOTES

1. THE DIMENSIONS OF THE WALLS ARE THE THICK DIMENSIONS UNLESS OTHERWISE SPECIFIED BY THE ARCHITECTURAL WALL, FLOOR AND CEILING.
2. UNLESS NOTED, COLUMNS ARE LOCATED AT THE INTERSECTION CORNER OF GRID LINES.
3. THE ASSUMPTION MADE IN THE NATIONAL ADAPTIVE SURVEY DATUM OF 1985.

DESIGNED BY
GEORGE F. YOUNG, INC.
 1105 UNIVERSITY AVENUE, SUITE 100
 ST. PETERSBURG, FLORIDA

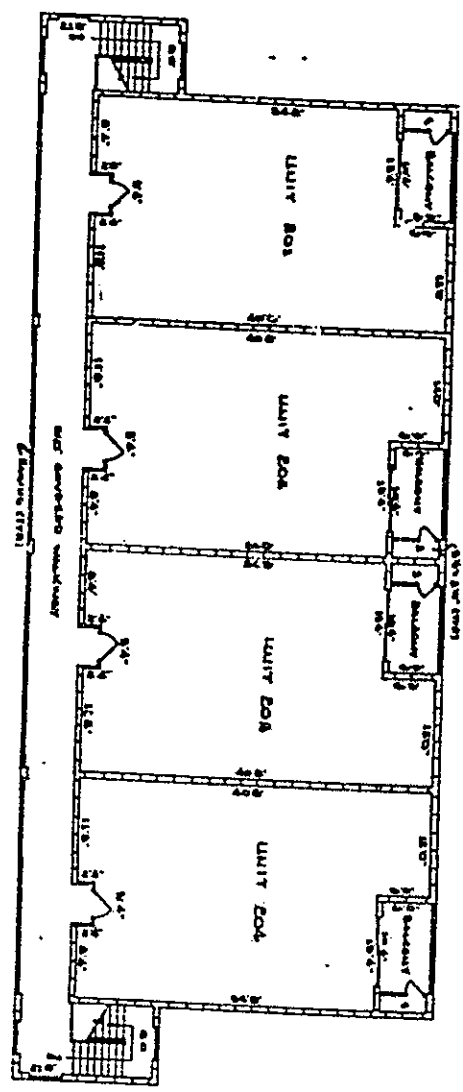
SHEET 4 OF 7

D.P. 5495 REC1339

CHATEAUX VERSAILLES TOO

COORDINATE SECTION 28 TOWNSHIP 21 NORTH RANGE 16 EAST ST. PETERSBURG PINELLAS COUNTY FLORIDA

BUILDING 4
SECOND FLOOR - FLOOR PLAN
2000 1/2" = 1'



NOTE:
1. SEE SHEETS A, B, C, D, E, F, G, H, I, J, K, L, M, N, O, P, Q, R, S, T, U, V, W, X, Y, Z, AA, AB, AC, AD, AE, AF, AG, AH, AI, AJ, AK, AL, AM, AN, AO, AP, AQ, AR, AS, AT, AU, AV, AW, AX, AY, AZ, BA, BB, BC, BD, BE, BF, BG, BH, BI, BJ, BK, BL, BM, BN, BO, BP, BQ, BR, BS, BT, BU, BV, BW, BX, BY, BZ, CA, CB, CC, CD, CE, CF, CG, CH, CI, CJ, CK, CL, CM, CN, CO, CP, CQ, CR, CS, CT, CU, CV, CW, CX, CY, CZ, DA, DB, DC, DD, DE, DF, DG, DH, DI, DJ, DK, DL, DM, DN, DO, DP, DQ, DR, DS, DT, DU, DV, DW, DX, DY, DZ, EA, EB, EC, ED, EE, EF, EG, EH, EI, EJ, EK, EL, EM, EN, EO, EP, EQ, ER, ES, ET, EU, EV, EW, EX, EY, EZ, FA, FB, FC, FD, FE, FF, FG, FH, FI, FJ, FK, FL, FM, FN, FO, FP, FQ, FR, FS, FT, FU, FV, FW, FX, FY, FZ, GA, GB, GC, GD, GE, GF, GG, GH, GI, GJ, GK, GL, GM, GN, GO, GP, GQ, GR, GS, GT, GU, GV, GW, GX, GY, GZ, HA, HB, HC, HD, HE, HF, HG, HH, HI, HJ, HK, HL, HM, HN, HO, HP, HQ, HR, HS, HT, HU, HV, HW, HX, HY, HZ, IA, IB, IC, ID, IE, IF, IG, IH, II, IJ, IK, IL, IM, IN, IO, IP, IQ, IR, IS, IT, IU, IV, IW, IX, IY, IZ, JA, JB, JC, JD, JE, JF, JG, JH, JI, JJ, JK, JL, JM, JN, JO, JP, JQ, JR, JS, JT, JU, JV, JW, JX, JY, JZ, KA, KB, KC, KD, KE, KF, KG, KH, KI, KJ, KK, KL, KM, KN, KO, KP, KQ, KR, KS, KT, KU, KV, KW, KX, KY, KZ, LA, LB, LC, LD, LE, LF, LG, LH, LI, LJ, LK, LL, LM, LN, LO, LP, LQ, LR, LS, LT, LU, LV, LW, LX, LY, LZ, MA, MB, MC, MD, ME, MF, MG, MH, MI, MJ, MK, ML, MM, MN, MO, MP, MQ, MR, MS, MT, MU, MV, MW, MX, MY, MZ, NA, NB, NC, ND, NE, NF, NG, NH, NI, NJ, NK, NL, NM, NN, NO, NP, NQ, NR, NS, NT, NU, NV, NW, NX, NY, NZ, OA, OB, OC, OD, OE, OF, OG, OH, OI, OJ, OK, OL, OM, ON, OO, OP, OQ, OR, OS, OT, OU, OV, OW, OX, OY, OZ, PA, PB, PC, PD, PE, PF, PG, PH, PI, PJ, PK, PL, PM, PN, PO, PP, PQ, PR, PS, PT, PU, PV, PW, PX, PY, PZ, QA, QB, QC, QD, QE, QF, QG, QH, QI, QJ, QK, QL, QM, QN, QO, QP, QQ, QR, QS, QT, QU, QV, QW, QX, QY, QZ, RA, RB, RC, RD, RE, RF, RG, RH, RI, RJ, RK, RL, RM, RN, RO, RP, RQ, RR, RS, RT, RU, RV, RW, RX, RY, RZ, SA, SB, SC, SD, SE, SF, SG, SH, SI, SJ, SK, SL, SM, SN, SO, SP, SQ, SR, SS, ST, SU, SV, SW, SX, SY, SZ, TA, TB, TC, TD, TE, TF, TG, TH, TI, TJ, TK, TL, TM, TN, TO, TP, TQ, TR, TS, TT, TU, TV, TW, TX, TY, TZ, UA, UB, UC, UD, UE, UF, UG, UH, UI, UJ, UK, UL, UM, UN, UO, UP, UQ, UR, US, UT, UY, UZ, VA, VB, VC, VD, VE, VF, VG, VH, VI, VJ, VK, VL, VM, VN, VO, VP, VQ, VR, VS, VT, VU, VV, VW, VX, VY, VZ, WA, WB, WC, WD, WE, WF, WG, WH, WI, WJ, WK, WL, WM, WN, WO, WP, WQ, WR, WS, WT, WU, WV, WW, WX, WY, WZ, XA, XB, XC, XD, XE, XF, XG, XH, XI, XJ, XK, XL, XM, XN, XO, XP, XQ, XR, XS, XT, XU, XV, XW, XX, XY, XZ, YA, YB, YC, YD, YE, YF, YG, YH, YI, YJ, YK, YL, YM, YN, YO, YP, YQ, YR, YS, YT, YU, YV, YW, YX, YY, YZ, ZA, ZB, ZC, ZD, ZE, ZF, ZG, ZH, ZI, ZJ, ZK, ZL, ZM, ZN, ZO, ZP, ZQ, ZR, ZS, ZT, ZU, ZV, ZW, ZX, ZY, ZZ

DATE: 6-15-88
DRAWN BY: J. W. HARRIS
CHECKED BY: J. W. HARRIS

OFFICE OF
ROBERT J. WARD, INC.
GENERAL CONTRACTORS AND ARCHITECTS
ONE SANDHURST SQUARE CENTER
ST. PETERSBURG, FLORIDA
33701

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ROBERT J. WARD, INC. AND IS TO BE
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SITE SPECIFICALLY IDENTIFIED
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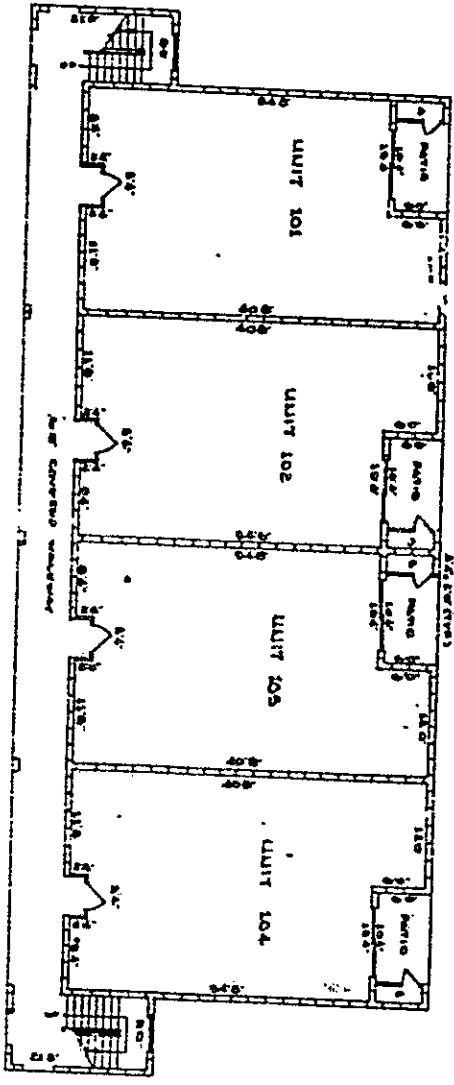
EXHIBIT E

CHAPEAU VERSAILLES 700

EXHIBIT A SECTION 30 TOWNSHIP 23 SOUTH RANGE 18 EAST ST. PETERSBURG PINELLAS COUNTY FLORIDA

PROPOSED ELEVATIONS
FLOOR 100 100'-00"
FLOOR 101 101'-00"
FLOOR 102 102'-00"
FLOOR 103 103'-00"
FLOOR 104 104'-00"
FLOOR 105 105'-00"
FLOOR 106 106'-00"
FLOOR 107 107'-00"
FLOOR 108 108'-00"
FLOOR 109 109'-00"
FLOOR 110 110'-00"
FLOOR 111 111'-00"
FLOOR 112 112'-00"
FLOOR 113 113'-00"
FLOOR 114 114'-00"
FLOOR 115 115'-00"
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FLOOR 140 140'-00"
FLOOR 141 141'-00"
FLOOR 142 142'-00"
FLOOR 143 143'-00"
FLOOR 144 144'-00"
FLOOR 145 145'-00"
FLOOR 146 146'-00"
FLOOR 147 147'-00"
FLOOR 148 148'-00"
FLOOR 149 149'-00"
FLOOR 150 150'-00"

BUILDING 3
FIRST FLOOR - FLOOR PLAN
SCALE 1/8" = 1'-0"



NOTE:
1. SEE SHEET A OF 7 FOR UNIT ELEVATIONS
AND ELEVATIONS.

DATE 8-10-84
DRAWN BY
CHECKED BY
APPROVED BY

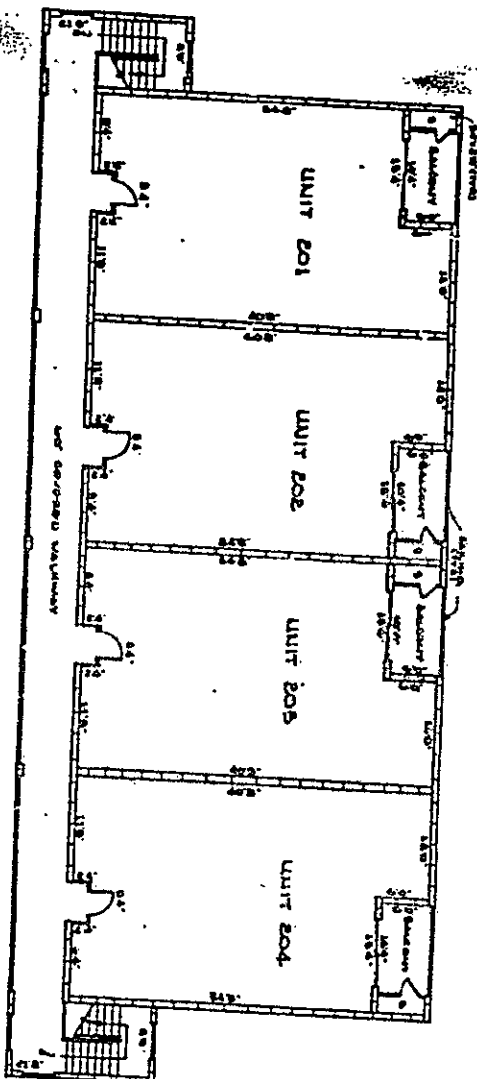
OFFICE OF
GEORGE F. YOUNG, INC.
3333 BAYVIEW BLVD. SUITE 100
ST. PETERSBURG, FLORIDA 33708
PHONE 813-921-1111

EXHIBIT F

CHATEAU VERSAILLES TOO

DEPARTMENT SECTION NO. TOWN OR CITY NAME IN EAST ST. PETERSBURG POLK'S COUNTY FLORIDA

BUILDING B
SECOND FLOOR - FLOOR PLAN
SCALE 1/8" = 1'-0"



NOTE:
1. SEE SECT. A OF '9 FOR DETAILS
2. SEE SECT. B OF '9 FOR DETAILS

APPROXIMATE
ROOM DIMENSIONS
INDICATED BY DIMENSIONS

THIS FLOOR PLAN IS A COPY OF THE ORIGINAL AS SUBMITTED TO THE ST. PETERSBURG POLK'S COUNTY FLORIDA DEPARTMENT OF BUILDING

OFFICE OF
GEORGE F. YOUNG, INC.
CIVIL ENGINEERS AND ARCHITECTS
400 N. W. 10TH AVENUE SUITE 200
MIAMI, FLORIDA 33136
PHONE 7 88 7

EXHIBIT C

7