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PINELLAS CO. FLORIDA
Karl F. DeBlaker
CLERK CIRCUIT COURT
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D.R. 5212 PAGE 445

Building 1

DECLARATION OF CONDOMINIUM

OF

CHATEAUX VERSAILLES, A CONDOMINIUM

(Phase I)

Article 1
SUBMISSION STATEMENT

HERON DEVELOPMENT CORPORATION, the Developer of Chateaux Versailles, a Condominium, hereby submits the land described in Article 3 to condominium ownership pursuant to Chapter 718, Florida Statutes, The Condominium Act, upon the terms, conditions, restrictions, reservations and limitations hereinafter set forth. Except where variances allowed by law may appear in this Declaration or By-Laws or amendments to either of them, the provisions of Chapter 718, Florida Statutes, The Condominium Act as presently amended, including the definitions therein contained, are adopted and included herein by express reference.

WHEREAS, the DEVELOPER contemplates erecting upon portions of said lands multi-unit residential buildings, housing up to but not exceeding thirty-two (32) residential units and related facilities in three (3) phases pursuant to the provisions set forth in Section 718.403, Florida Statutes. A copy of the Phase Plan is attached hereto as Exhibit "A"; and

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

NOW, THEREFORE, the DEVELOPER makes the following declarations:

Article 2
NAME

The Condominium shall be known and identified as CHATEAUX VERSAILLES, A CONDOMINIUM.

Article 3
LAND

The legal description of the real property hereby submitted to condominium ownership is:

Lot 1, Block 1, MEADOWLAWN 62nd AVENUE ADDITION, according to the plat thereof, as recorded in Plat Book 69, Page 36, Public Records of Pinellas County, Florida.

Subject to restrictions, reservations, conditions, limitations, and easements of record.

Prepared by:
DAVID HANNIGAN, ATTORNEY
5721 - 4TH STREET NORTH
ST. PETERSBURG, FLORIDA 33708

Hold - Homeowner
CONDOMINIUM PLAT PERTAINING HERETO ARE FILED IN CONDOMINIUM PLAT BOOK 52 Page 24 thru 27 INCL.

01 Cash 11 Ctg
40 Rec 146.00
41 DS

Article 4
IDENTIFICATION OF UNITS

The condominium property consists of the land described in Article 3 and all easements and rights appurtenant thereto, together with the buildings and other improvements to be constructed thereon. The principal improvements on the real property submitted herewith to condominium ownership are to consist of three apartment buildings, swimming pool, maintenance building, parking areas and other related facilities.

There are to be a total of thirty-two (32) condominium units and related facilities, to be completed in three (3) phases. A copy of the phase plan survey and description of individual phases is attached hereto as exhibit "A".

Article 5
PROPERTY SUBMITTED TO CONDOMINIUM FORM OF OWNERSHIP

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

(a) Phase I: the lands lying and being situate in Pinellas County, Florida, as more particularly set forth in exhibit "A", attached hereto, which lands are hereinafter referred to as "Phase I", together with all improvements erected or installed thereon, including but not limited to one (1) residential building, Building "1", containing eight (8) condominium units and related facilities, subject to the reservations, easements and restrictions of record.

All eight (8) units included in Phase I contain approximately 1,365 square feet.

Article 6
PROPERTY WHICH MAY BE SUBMITTED TO CONDOMINIUM FORM OF OWNERSHIP.

(a) Phase II: one (1) residential building, Building "2", containing sixteen (16) residential units each may be constructed on the property described as Phase II, as more particularly set forth in exhibit "A" attached hereto.

All sixteen (16) of the units in Phase II will contain approximately 1,365 square feet.

In the event the DEVELOPER exercises the right to construct Phase II and submit the same to condominium ownership herein, the improvements contained in Phase II shall be completed by March 1982.

(b) Phase III: one (1) residential building, Building "3", containing eight (8) residential units may be constructed on the property described as Phase III, as more particularly set forth in exhibit "A" attached hereto.

All eight (8) of the units in Phase III will contain approximately 1,365 square feet.

In the event the DEVELOPER exercises the right to construct Phase III and submit the same to condominium ownership therein, the improvements contained in Phase III shall be completed by November 1982.

Article 7
AMENDMENT OF DECLARATION ADDING PHASES

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

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

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

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

Article 8
IDENTIFICATION

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

Article 9
CHANGE IN PLANS AND SPECIFICATIONS

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

Article 10
DEVELOPER'S UNITS AND PRIVILEGES

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

(b) The DEVELOPER owning condominium units offered for sale shall be excused from the payment of the share of the common expenses and assessments related thereto for a period subsequent to the recording of the Declaration of Condominium.

Article 11
COMMON ELEMENTS

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

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

- (b) An undivided share in common surplus;
- (c) Cross easements for ingress, egress, support, maintenance, repair, replacements and utilities;
- (d) Easements for encroachments by the perimeter walls, ceilings and floors surrounding each condominium unit caused by the settlement or movement of the buildings or by minor inaccuracies in building or rebuilding which may now exist or hereafter exist, and such easements shall continue until such encroachments no longer exist;
- (e) Amendments to the common elements may be made as provided for in Chapter 718.110(5) and 718.110(6) of the Florida Statutes as amended (1976).

Article 12
PERCENTAGE OF OWNERSHIP OF COMMON ELEMENTS

The undivided share in the land and other common elements and the common surplus which are pertinent to each condominium unit shall be computed upon the following basis:

- (a) Upon completion of Phase I (8 units) and recordation of this Declaration, each unit in Phase I shall have an undivided share in the ownership of the common elements and the common surplus equal to one-eighth of one hundred percent. This percentage interest in the ownership of the common elements and the common surplus shall be ascertained by dividing one hundred percent (100%) (numerator) by the total number of units in Phase I (8) (denominator); the resulting figure being the undivided percentage of ownership of the common elements and the common surplus attributable to each unit in Phase I prior to the recordation of any amendment submitting additional units to condominium ownership pursuant to this Declaration.
- (b) As any additional phases are completed and submitted to condominium ownership, as set forth in Article 5 herein, the undivided share in the ownership of the common elements and the common surplus attributable to each unit submitted to condominium ownership shall be automatically adjusted to reflect the ownership interest of all units submitted to the condominium form of ownership on the following basis:
 1. The adjusted percentage of the undivided ownership of the common elements and common surplus shall be computed by dividing one hundred percent (100%) (numerator) by the cumulative total of all units presently submitted to condominium ownership pursuant to this Declaration and amendments thereto (denominator). Example: upon completion of Phase II and the recordation of the amendment submitting said Phase II to condominium ownership, the common elements and common surplus attributable to each unit shall be computed by dividing one hundred percent (100%) (numerator) by twenty-four (24) units (denominator) which represents the cumulative total of all units submitted to condominium ownership pursuant to this Declaration at the time the amendment adding Phase II is recorded.

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

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

**Article 13
COMMON EXPENSES AND COMMON SURPLUS**

(a) Common expenses, as defined hereinabove, shall be shared by all unit owners in accordance with an undivided share in the ownership of the common elements and the common surplus attributable to each unit submitted to condominium ownership as set forth in Article 11 hereinabove. It is understood that this shall include all expenses in connection with an assessments, insurance, and all other expenditures for which the ASSOCIATION shall be responsible.

(b) The common surplus shall be owned by unit owners in accordance with the provisions set forth in Article 11 hereinabove as they relate to the undivided share in the ownership of the common elements and common surplus attributable to each unit submitted to condominium ownership pursuant to this Declaration.

**Article 14
GOVERNING BODY**

The affairs of the condominium shall be conducted by a corporation incorporated pursuant to the Florida Statutes governing corporations not for profit. The name of the corporation to conduct the affairs of the condominium shall be CHATEAUX VERSAILLES CONDOMINIUM ASSOCIATION, INC., hereinafter called the "ASSOCIATION", the Articles of Incorporation of which are attached hereto as exhibit "3", and made a part hereof as though set out in full. The By-Laws of the ASSOCIATION are attached hereto as exhibit "4", and made a part hereof as though set out in full herein.

**Article 15
THE ASSOCIATION**

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

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

(c) Upon completion of Phase I, there shall be eight (8) voting members. Upon the recordation of the amendment submitting additional units to condominium ownership pursuant to the provisions of this Declaration, the number of voting members shall automatically be adjusted so that at all times, there shall be one (1) voting member for each unit submitted to condominium ownership pursuant to this Declaration and amendments hereto. A person or entity owning an interest in more than one (1) condominium parcel may be designated as a voting member for each one such condominium parcel which he or it owns.

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

Article 16 AMENDMENT OF DECLARATION

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

(b) However, no amendment shall change the configuration or size of any condominium unit in any material fashion, materially alter or modify the appurtenances to such unit, nor change the proportion or percentage by which the owner of the parcel shares the common expenses and owns the common surplus, unless the record owner thereof and all record owners of liens thereupon shall join in the execution of the amendment, provided, further, however, that any vote for an amendment to the Declaration of Condominium which in any way relates to a change in the percentage of ownership in the common elements or sharing of common expenses as it pertains to each unit owner and/or condominium parcel, shall be conducted by secret ballot, save and except amendments made by the DEVELOPER pursuant to the provisions of Article 7 hereinabove for the purposes of submitting additional phases to condominium ownership pursuant to the terms of this Declaration.

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

Article 17
TYPE OF OWNERSHIP

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

Article 18
ASSESSMENTS, LIABILITY, MAINTENANCE, LIEN AND PRIORITY, INTEREST, COLLECTION

(a) Common expenses shall be assessed against each condominium parcel owner by the ASSOCIATION as provided in Articles 12 and 13 above. Excluding any management or maintenance agreement notwithstanding anything to the contrary contained herein or in the Articles of Incorporation of the By-Laws of the ASSOCIATION, during such time that the DEVELOPER owns one or more units, the assessments provided for herein and in the Articles of Incorporation and the By-Laws of the ASSOCIATION, shall not be more than the actual sums necessary to pay for the current operating expenses. If an assessment is in excess of the actual operating cost incurred, although this is expressly prohibited by this provision, the DEVELOPER shall be excused from paying such excess amount. In the event any such excess is paid by the DEVELOPER, the ASSOCIATION will refund such excess paid by the DEVELOPER, to the DEVELOPER, upon demand.

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

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

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

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

Article 19 MAINTENANCE

The responsibility for the maintenance of the condominium unit and parcels, as it may apply hereafter shall be as follows:

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

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

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

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

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

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

1. repair of water leaks within the unit; and
2. repair any and all heating and air conditioning defects within the unit and air handlers and compressors servicing said unit.
3. Not to paint or otherwise decorate or change the appearance of any portion of the exterior of the building.
4. To promptly report to the ASSOCIATION any defects or need for repairs, the responsibility for the remedy of which is that of the ASSOCIATION.
5. No condominium parcel owner shall make any alterations in the portions of the building which are to be maintained by the ASSOCIATION or remove any portion thereof or make any additions thereto or do any work which would jeopardize the safety and soundness of the building or impair any easements without first obtaining approval from the Board of Directors of the ASSOCIATION.

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

1. Use and expend the assessments collected to maintain, care for and preserve the units and condominium property, except those portions thereof which are required to be maintained, cared for and preserved by the unit owners, including assessment for reserves or betterments;
2. Purchase the necessary equipment and tools required in the maintenance, care and preservation referred to above;
3. Enter into and upon the units when necessary and with as little inconvenience to the owners as possible in connection with such maintenance, care and preservation;
4. Insure and keep insured said condominium property in the manner set forth in the Declaration against loss from fire and/or other casualty, and unit owners against public liability and to purchase such other insurance as the Board of Directors may deem advisable;
5. Collect delinquent assessments by suit or otherwise, abate nuisances and enjoin or seek damages from the unit owners for violation of the By-Laws and the terms and conditions of this Declaration;

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

Article 20
ENFORCEMENT OF MAINTENANCE

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

Article 21
INSURANCE

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

Authority to Purchase. All insurance policies upon the condominium property shall be purchased by the ASSOCIATION for the benefit of the ASSOCIATION, and in the case of insurance covering damage to the apartment building and its appurtenances, also for the benefit of apartment owners and their mortgagees as their interests may appear and provisions shall be made for the issuance of certificates of mortgagee endorsements to the mortgagees of apartment owners. Such policies and endorsements thereon shall be deposited with the Insurance Trustee, if one has been designated. It shall not be the responsibility or duty of the ASSOCIATION to obtain insurance coverage upon the personal liability, personal property or living expenses of any apartment owner, but the apartment owner may obtain such insurance at his own expense provided such insurance may not be of a nature to affect policies purchased by the ASSOCIATION. Apartment owners shall furnish the ASSOCIATION with copies of all insurance policies obtained by them.

Coverage

1. Casualty. All buildings and improvements upon the land and all personal property included in the common elements shall be insured in an amount equal to the maximum insurable replacement value, excluding foundation and excavation costs, as determined by the Board of Directors of the ASSOCIATION. Such coverage shall afford protection against:

Loss or damage by fire and other hazards covered by a standard extended coverage; and

Such other risks as from time to time shall be customarily covered with respect to buildings similar in construction, location and use as the buildings on the land, constructions, location and use as the buildings on the land, including but not limited to vandalism and malicious mischief.

2. Public Liability. In such amounts and such coverage as may be required by the Board of Directors of the ASSOCIATION and with cross liability endorsement to cover liabilities of the apartment owners as a group to an apartment owner.

3. Workmen's Compensation Policy. To meet the requirements of law.

4. Fidelity Bonds. Fidelity Bonds shall be maintained providing coverage against dishonest acts by the ASSOCIATION'S officers, directors, trustees and employees, and all others who are responsible for handling funds of the ASSOCIATION.

5. Other. Such other insurance as the Board of Directors of the ASSOCIATION shall determine from time to time to be desirable.

Premiums. Premiums for insurance shall be a common expense. Premiums shall be paid by the ASSOCIATION.

Insurance Trustee Share of Proceeds. All insurance policies purchased by the ASSOCIATION shall be for the benefit of the ASSOCIATION and the apartment owners and their mortgagees as their interests may appear and shall provide that all proceeds covering property losses shall be paid to the ASSOCIATION or to an Insurance Trustee, if one has been designated, being an institution or individual having offices in Pinellas County, Florida, or such other location as the Board of Directors might agree upon, and possessing trust powers as may from time to time be approved by the Board of Directors of the ASSOCIATION, which trustee is herein referred to as "Insurance Trustee". The duty of the Insurance Trustee shall be to receive such proceeds as are paid and hold the same in trust for the purposes elsewhere stated herein and for the benefit of the apartments owners and their mortgagees in the following shares but which shares need not be set forth on the records of the Insurance Trustee.

1. Common Elements. Proceeds on account of damage to common elements shall be held in undivided shares for each apartment owner of the condominium, each owner's share being the same as his undivided share in the common elements appurtenant to his apartment.

2. Apartments. Proceeds on account of damage to apartments shall be held in the following undivided shares:

When the apartment building is to be restored for the owners of damaged apartments in proportion to the cost of repairing the damage suffered by each apartment owner; which cost shall be determined by the Board of Directors of the ASSOCIATION.

When the apartment building is not to be restored for the owners of apartments in such building, in undivided shares being the same as their respective shares in the common elements appurtenant to his apartment.

3. Mortgagees. In the event a mortgagee endorsement has been issued as to an apartment, the share of an apartment owner shall be held in trust for the mortgagee and the apartment owner as their interests may appear; provided, however, that no mortgagee shall have any right to determine or participate in the reconstruction or repaired except as provided for in this declaration. No mortgagee shall have any right to apply or have applied to the reduction of the mortgage debt any insurance proceeds, except distribution of such proceeds made to the Apartment Owner and mortgagee pursuant to the provisions of this Declaration. Notwithstanding the foregoing, the mortgagee shall have the right to apply or have applied to the reduction of its mortgage debt any or all sums of insurance proceeds applicable to its mortgaged unit in any of the following events:

Its mortgage is not in good standing and is in default.

Insurance proceeds are insufficient to restore or repair the building to the condition existing prior to the loss and if additional monies are not available for such purpose.

Distribution of Proceeds. Proceeds of insurance policies received by the ASSOCIATION or the Insurance Trustee shall be distributed to or for the benefit of the beneficial owners in the following manner:

1. Expense of Trust. All expenses of the Insurance Trustee shall be first paid or provisions made therefor.

2. Reconstruction or Repair. If the damage for which the proceeds are paid is to be repaired or reconstructed, the remaining proceeds shall be paid to defray the cost thereof as elsewhere provided. Any proceeds remaining after defraying such costs shall be distributed to the beneficial owners, remittances to apartment owners and mortgagees being payable jointly to them. This is a covenant for the benefit of any mortgagee of an apartment and may be enforced by such mortgagee.

3. Failure to Reconstruct or Repair. If it is determined in the manner elsewhere provided that the damage for which the proceeds are paid shall not be reconstructed or repaired, the remaining proceeds shall be distributed to the beneficial owners, remittances to apartment owners and their mortgagees being payable jointly to them. This is a covenant for the benefit of any mortgagee of an apartment and may be enforced by such mortgagee.

4. Certificate. In making distribution to apartment owners and their mortgagees, the Insurance Trustee may rely upon a certificate of the ASSOCIATION made by its President and Secretary, or by the ASSOCIATION'S managing agent as to the names of apartment owners and their respective shares of the distribution.

Association as Agent. The ASSOCIATION is hereby irrevocably appointed Agent for each apartment owner and for each owner of any other interest in the Condominium property, for the purpose of empowering the ASSOCIATION to negotiate and adjust all claims arising under the insurance policies purchased by the ASSOCIATION and to execute and deliver releases on behalf of each apartment owner upon payment of a claim.

Reconstruction or Repair after Casualty.

Determination to Reconstruct or Repair. If any part of the condominium property shall be damaged by casualty, whether or not it shall be reconstructed or repaired shall be determined in the following manner:

1. Common Elements. If the damaged improvement is a common element, the same shall be reconstructed or repaired unless the damages to the apartment building containing such common element extend to apartments contained within such building, in which case the provisions relative to reconstruction and repair of the apartment building, as elsewhere herein provided, shall pertain.

2. Apartment Building.

Partial Destruction - If the damaged improvement is an apartment building and less than ninety percent (90%) of the amount of insurance applicable to such apartment building is forthcoming by reason of such casualty, then the apartment building shall be reconstructed and repaired unless seventy-five percent (75%) of the owners of the apartments contained within such building and all mortgagees, being banks, savings and loan associations and insurance companies, and institutional mortgagees holding first mortgages upon apartments contained within such building shall within forty-five (45) days after casualty agree, in writing, that the same shall not be reconstructed or repaired.

Total Destruction - If the damaged improvement is an apartment building and ninety percent (90%) or more of the amount of casualty insurance applicable to such apartment building is forthcoming by reason of such casualty, the apartment building shall not be reconstructed or repaired if seventy-five percent (75%) of the owners of the apartments contained within such building and all mortgagees, being banks, savings and loan associations, and insurance companies, and institutional mortgagees, holding first mortgages, upon apartments contained within such building shall within forty-five (45) days after casualty agree, in writing, that the same shall not be reconstructed or repaired.

3. Certificate. The Insurance Trustee may rely upon a certificate of the ASSOCIATION made by its President and Secretary or managing agent to determine whether or not the apartment owners, where so provided, have made a decision whether or not to reconstruct or repair.

Plans and Specifications. Any reconstruction or repair must be substantially in accordance with the plans and specifications of the original building and improvements, or if not, then according to plans and specifications approved by the Board of Directors of the ASSOCIATION and if the damaged property is the apartment building, by the owners of all damaged apartments therein, which approvals shall not be unreasonably withheld.

Responsibility. If the damage is only to those parts of apartments for which the responsibility of maintenance and repair is that of apartment owners, then the apartment owners shall be responsible for reconstruction and repair after casualty. In all other instances the responsibility of reconstructions and repair after casualty shall be that of the ASSOCIATION.

Estimate of Costs. When the ASSOCIATION shall have the responsibility of reconstruction or repair, prior to the commencement of reconstructions and repair, the ASSOCIATION shall obtain reliable and detailed estimates of the cost to repair or rebuild.

Assessments for Reconstruction and Repair. If the proceeds of insurance are not sufficient to defray the estimated cost of reconstructions and repair by the ASSOCIATION, or if at any time during reconstruction and repair, or upon completion of reconstruction and repair, the funds for payment of the cost of reconstruction and repair are insufficient, assessment shall be made against the apartment owners who own the damaged apartments, and against all apartment owners in the case of damage to common elements, in sufficient amounts to provide funds for the payment of such costs. Such assessments against apartment owners for damage to apartments shall be in proportion to the cost of reconstruction and repair of their respective apartments. Such assessments on account of damage to common elements shall be in proportion to the owner's share in the common elements.

Construction Funds. The funds for the payment of costs for reconstruction and repair after casualty, which shall consist of the proceeds of insurance held by the Insurance Trustee and funds collected by the ASSOCIATION from assessments against apartment owners shall be disbursed in payment of such costs in the following manner:

Association. If the total of assessments made by the ASSOCIATION in order to provide funds for the payment of reconstruction and repair which is the responsibility of the ASSOCIATION is more than \$5,000.00, then the sums paid upon such assessments shall be deposited by the ASSOCIATION with the Insurance Trustee, if one has been designated. In all other cases the ASSOCIATION shall hold the sums paid upon such assessments and shall disburse the same in payment of the costs of reconstruction and repair.

Insurance Trustee. The proceeds of insurance collected on account of a casualty and the sums received by the ASSOCIATION from collection of assessments against apartment owners on account of such casualty shall constitute a construction fund which shall be disbursed in payment of the costs of reconstruction and repair in the following manner:

Apartment Owner. The portion of insurance proceeds representing damage for which the responsibility of reconstruction and repair lies with an apartment owner, shall be paid by the ASSOCIATION or the Insurance Trustee to the apartment owner or if there is a mortgage endorsement as to such apartment, then to the apartment owner and the mortgagee jointly, who may use such proceeds as they may be advised.

Association - Lesser Damage. If the amount of the estimated cost of reconstruction and repair which is the responsibility of the ASSOCIATION is less than \$5,000.00, then the construction fund shall be disbursed in payment of such costs upon the order of the ASSOCIATION.

Association - Major Damage. If the amount of the estimated costs of reconstruction and repair which is the responsibility of the ASSOCIATION is more than \$5,000.00, then the construction fund shall be disbursed in payment of such costs in the manner required by the Board of Directors of the ASSOCIATION and upon approval of an architect qualified to practice in Florida and employed by the ASSOCIATION to supervise the work.

Surplus. It shall be presumed that the first monies disbursed in payment of costs of reconstruction and repair shall be from insurance proceeds. If there is a balance in a construction fund after payment of all costs of the reconstruction and repair for which the fund is established, such balance shall be distributed to the beneficial owners of the fund in the manner elsewhere stated; except, however, that the part of a distribution to a beneficial owner which is not in excess of assessments paid by such owner into the construction.

Certificate. Notwithstanding the provisions herein, the Insurance Trustee shall not be required to determine whether or not sums paid by apartment owners upon assessments shall be deposited by the ASSOCIATION with the Insurance Trustee, nor to determine whether the disbursements from the construction fund are to be upon the order of the ASSOCIATION or upon approval of an architect or otherwise, nor whether a disbursement is to be made from the construction fund, nor to determine whether surplus funds to be distributed are less than the assessments paid by owners, nor to determine any other fact or matter relating to its duties hereunder. Instead, the Insurance Trustee may rely upon a certificate of the ASSOCIATION made by its President and Secretary or the ASSOCIATION'S managing agent as to any or all of such matters and stating that the sums to be paid are due and properly payable and stating the name of the payee and the amount to be paid; provided that when a mortgagee is herein required to be named as payee, the Insurance Trustee shall also name the mortgagee as payee; and further provided that when the ASSOCIATION, or a mortgagee which is the beneficiary of an insurance policy the proceeds of which are included in the construction fund, so requires, the approval of an architect named by the ASSOCIATION shall be first obtained by the ASSOCIATION.

Notice to Mortgage Holders. The Association shall provide written notice to first mortgage holders on any units within the condominium of any substantial damage to any units, buildings or common elements. This written notice shall be provided within fifteen (15) days from the date of discovery of such damage.

Condemnation. In the event that any unit of the condominium project or any portion thereof, or the common elements or any portion thereof, shall be made the subject of any condemnation or eminent domain proceeding or is otherwise sought to be acquired by a condemning authority, then any holder of a first mortgage on a unit will be entitled to timely written notice of any such proceeding or proposed acquisition. The priority of the first mortgage lien shall not be disturbed with respect to distribution of the proceeds of any award or settlement.

Article 22

CONVEYANCES, SALES, RENTALS, LEASES AND TRANSFERS

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

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

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

the date of the intended sale or transfer, and deposit with the Secretary of the ASSOCIATION ten percent (10%) of the purchase price as a good faith deposit, which information and notice of deposit the ASSOCIATION shall promptly forward to the owner.

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

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

In the event the member makes a sale or transfer without first complying with the terms hereof, any other member of the ASSOCIATION shall have the right to redeem from the purchaser according to the provisions hereof. The said redemption rights shall be exercised by reimbursing the purchaser for the monies expended as shown on the contract for purchase of a condominium unit, which shall not exceed the fair market value, and immediately after such reimbursement the said purchaser or transferee shall convey all his right, title and interest to the member of the ASSOCIATION making the redemption. Any expenses, which shall include but not be limited to attorney's fees and court costs incurred by the ASSOCIATION, maintenance company or any members for enforcement of the provisions of this Article 21 shall be assessed against the member who violates or fails to comply strictly with the provisions of this Article 21.

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

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

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

In the event said decedent owner shall have conveyed or bequeathed the ownership of his condominium parcel to some designated person or persons, other than the surviving spouse or members of his family as aforescribed, or if some other person is designated by such decedent's legal representative to receive the ownership of the condominium parcel, or under the laws of descent and distribution of the State of Florida, the condominium parcel descends to some person or persons other than his surviving spouse or members of his family as aforescribed, the Board of Directors of the ASSOCIATION shall within thirty (30) days of proper evidence of rightful designation served upon the president or any other officer of the ASSOCIATION, or within thirty (30) days from the date the ASSOCIATION are placed on actual notice of said devisee or descendent, express their refusal or acceptance of the individual or individuals so designated as owner or owners of the condominium parcel. If the Board of Directors of the ASSOCIATION shall consent, in writing, ownership of the condominium parcel may be transferred to the person or persons so designated, who shall thereupon become the owner or owners of the condominium parcel, subject to the provisions of this enabling Declaration of Condominium and the By-Laws of the ASSOCIATION. If, however, the Board of Directors of the ASSOCIATION shall refuse to consent, then the members of the ASSOCIATION shall be given an opportunity during thirty (30) days to purchase, for cash, the said condominium parcel at the then fair market value thereof.

In the event a dispute arises as to what should be considered the fair market value of a condominium parcel as provided for herein, then the time requirements for approval or disapproval of a proposed sale and other notice requirements as set forth in this Article 21 herein shall be abated until final decision has been made by an Appraiser appointed by the Senior Judge of the Circuit Court in and for Pinellas County, Florida, upon ten (10) days notice on petition of any party in interest. The expense of appraisal shall be paid by the Seller or the legal representative of the Seller out of the amount realized from the sale of such condominium parcel. In the event the other members of the ASSOCIATION do not exercise the privilege of purchasing said condominium parcel within such period, and upon such terms, then and only in such event, the person or persons so designated by the Decedent shall take title to the condominium parcel, or such person or persons or the legal representative of the decedent may sell the said condominium parcel, but the sale shall be subject in all respects to the provisions of this enabling Declaration of Condominium and the By-Laws of the ASSOCIATION.

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

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

4. Transfer, Mortgagee-Developer: Notwithstanding anything to the contrary herein, the provisions of this Article 21 shall not be applicable to transfer to mortgagees whether in foreclosure or by judicial sale, or by the voluntary conveyance in lieu of foreclosure, whereby such mortgagee becomes an owner nor to the DEVELOPER until after the DEVELOPER has initially conveyed or disposed of all interest in the property nor to any sale or lease by such mortgagee.

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

Article 23
RESTRAINT UPON SEPARATION AND PARTITION

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

Article 24
 OBLIGATIONS OF MEMBERS

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

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

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

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

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

5. Condominium parcel owners shall not keep pets or other animals in their units or within the common elements unless prior written approval of the Board of Directors of the ASSOCIATION is obtained. It is the intent of the DEVELOPER that said written approval will not be unreasonably withheld for common household pets. In the event written approval as aforescribed is obtained by the unit owner, then and in such event the unit owner will be required to be sure that the animal is always kept under a leash. In no event shall the animal be allowed to cause a nuisance or disturbance of any kind or nature. The Board of

Directors of the ASSOCIATION can withdraw the written approval as to pets referred to above at any time in its sole discretion when the pet becomes a nuisance or the owner does not abide by the rules and regulations established by the Board of Directors of the ASSOCIATION pertaining to pets.

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

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

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

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

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

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

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

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

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

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

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

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

17. Each condominium parcel owner shall allow the Board of Directors or the agents and employees of the ASSOCIATION to enter any unit for the purpose of maintenance, inspections, repair, and/or replacement of the improvements within the units or the common elements, or to determine compliance with these restrictions, reservations, covenants, conditions and easements and the By-Laws of the ASSOCIATION.

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

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

20. No children under the age of sixteen (16) years old shall be allowed to be permanent residents of CHATEAUX VERSAILLES CONDOMINIUM, INC.

During such time as the DEVELOPER, its successors or assigns is in the process of construction or sale of condominium units herein, the DEVELOPER, its successors or assigns expressly reserve the following rights:

1. The right to prohibit access to any portion of the common elements of the condominium property or uncompleted buildings to any of the occupants of the condominium, and to utilize various portions of the common elements or the buildings in connections with such construction and development. No unit owner or his guests, or invitees shall in any way interfere or hamper the DEVELOPER, its employees, successors or assigns, in connection with such construction. Thereafter, during such time as the DEVELOPER, its successors or assigns, own any units within the buildings and is carrying on any business in connection therewith, including the selling, renting or leasing of such units, the unit owners, their guests and invitees shall in no way interfere with such activities or prevent access to such units by the DEVELOPER, its successors or agents.
2. An easement for pedestrian traffic over, through and across sidewalks, paths, walks, halls, lobbies, center cores and other portions of the common elements as may be from time to time necessary and intended for such purpose of going from one portion of the condominium property to another, and where necessary, for the proceeding from one portion of the Development Area to the other; and for vehicular traffic as may be necessary for the DEVELOPER, its guests, assigns and invitees for the purpose of crossing over various portions of the Development Area to obtain ingress and egress to the Development Area. Provided, however, that nothing contained herein shall be construed to allow any person or entity to enter upon the condominium property unless it is upon an area specifically designated for such traffic and necessary for such ingress and egress as described above and under no circumstances shall such traffic be allowed through or over any Condominium Unit.
3. Easements through the condominium property as may be required for utility services, which may be provided by the DEVELOPER, its successors or assigns, or any such utility company to serve this Condominium and any other condominiums in the Development Area. This easement includes the right to install and maintain all necessary equipment upon the condominium property and to enter upon the condominium property to service the same.
4. In the event that any Condominium Unit shall encroach upon any of the common elements of the condominium property or upon any other Condominium Unit, for any reason, then an easement shall exist to the extent of such encroachment so long as the same shall exist.

5. Right of first refusal, notwithstanding the provisions of Article 21 herein, if, during the time the DEVELOPER, its successors or assigns is in the process of construction or sale of condominium units herein, a unit owner receives a bona fide offer acceptable to such unit owner, to purchase his unit or if a unit owner makes a bona fide offer to sell his unit to a purchaser, the unit owner shall give the DEVELOPER written notice of such offer setting forth the name and address of the purchaser and the price and terms of the offer. DEVELOPER shall thereupon have the prior option to purchase the unit covered by such offer at the price and on the terms of such offer within thirty (30) days after the DEVELOPER'S receipt of the owners notice of such offer, and upon such notice of acceptance being given by the DEVELOPER to the unit owner in accordance with the terms of the bona fide offer upon which the first refusal option has been exercised.

Article 26
TERMINATION

The condominium may be terminated in the following manner:

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

Article 27
COVENANTS

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

Article 28
INVALIDATION AND OPERATION

Invalidation of any portion of this Declaration or of any provision contained in a conveyance of a condominium parcel, whether by judgment or court order of law, shall in no way affect any of the other provisions, which shall remain in full force and effect.

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

Article 29
INTERPRETATION

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

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

Signed, Sealed and Delivered
in the Presence Of:

HERON DEVELOPMENT CORPORATION

Peter J. DeLorenzo

By: Michael Limongello, President

Maurice O'Neill

Attest: Michael Limongello
Secretary

(Corporate Seal)



State of Florida
County of Pinellas

I HEREBY CERTIFY that on this day personally appeared before me, an officer duly authorized to administer oaths and take acknowledgments, Peter Limongello, as President and

Michael Limongello, As Secretary of HERON DEVELOPMENT CORPORATION to me well known to be the persons described in and who executed the foregoing instrument and they acknowledged before me that they executed the same freely and voluntarily for the purposes therein expressed.

WITNESS my hand and official seal at Pinellas County, State of Florida, this 26th day of March, A.D. 1981.

Catherine Anderson
Notary Public

My Commission Expires:

Notary Public, State of Florida at Large
My Commission Expires Oct. 11, 1984



FOR GOOD AND VALUABLE CONSIDERATION, the receipt whereof is hereby acknowledged, CHATEAUX VERSAILLES CONDOMINIUM ASSOCIATION, INC., a Florida non-profit membership corporation, hereby agrees to accept all the benefits and all of the duties, responsibilities, obligations and burdens imposed on it by the provisions of this Declaration and all exhibits hereto.

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

Signed, Sealed and Delivered in the Presence Of:

CHATEAUX VERSAILLES CONDOMINIUM ASSOCIATION, INC.

Paulette [Signature]

By: *P. Limongello, President*

Margaret O'Neill

Attest: *Michael Limongello* SECRETARY

(Corporate Seal)



State of Florida
County of Pinellas

I HEREBY CERTIFY that on this day personally appeared before me, an officer duly authorized to administer oaths and take acknowledgments, Peter Limongello, President and Michael Limongello, Secretary, of CHATEAUX VERSAILLES CONDOMINIUM ASSOCIATION, INC. to me well known to be the persons described in and who executed the foregoing instrument and they acknowledged before me that they executed the same freely and voluntarily for the purposes therein expressed.

WITNESS my hand and official seal at Pinellas County, State of Florida, this 26th day of March A.D. 1981.

Catherine Anderson
Notary Public

My Commission Expires: Notary Public, State of Florida at Large
My Commission Expires Oct. 11, 1984



THIS DOCUMENT IS A PORTION OF THIS DOCUMENT IS OF POOR QUALITY AND MAY BE UNRELIABLE

CHATEAU VERSAILLES

PHILLIPS COUNTY FLORIDA

SECTION 36 TOWNSHIP 30 NORTH RANGE 18 EAST ST. PETERSBURG

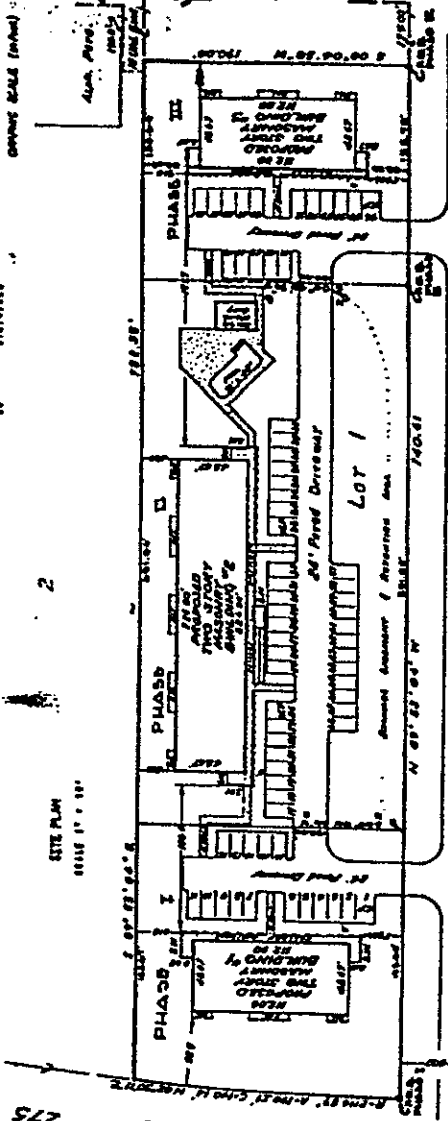
SECTION 36

A PROPOSED CONDOMINIUM



LEGEND

- SH UNDEVELOPED PORTION
- SH UNDEVELOPED PORTION
- SH UNDEVELOPED PORTION
- SH UNDEVELOPED PORTION



62ND AVENUE NORTH

22ND STREET NORTH

NOTES:

1. THE DIMENSIONS OF THIS PROJECT ARE SUBJECT TO ACTUAL SURVEYING AND CONSTRUCTION.
2. THIS PROJECT IS SUBJECT TO THE DEVELOPMENT OF THE PROJECT AS SHOWN ON THIS PLAN AND SHALL BE SUBJECT TO THE DEVELOPMENT OF THE PROJECT AS SHOWN ON THIS PLAN AND SHALL BE SUBJECT TO THE DEVELOPMENT OF THE PROJECT AS SHOWN ON THIS PLAN.

CERTIFICATION

I, GEORGE F. YOUNG, JR., being duly sworn, depose and say that the foregoing is a true and correct copy of the original as shown to me by the undersigned and that the same is a true and correct copy of the original as shown to me by the undersigned and that the same is a true and correct copy of the original as shown to me by the undersigned.

GEORGE F. YOUNG, JR.

STATE OF FLORIDA

NOTARY PUBLIC

SECTION 36 TOWNSHIP 30 NORTH RANGE 18 EAST ST. PETERSBURG

SECTION 36

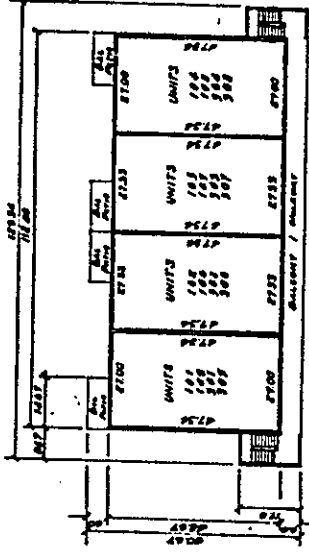
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ITY AND MAY BE ILLEGIBLE.

CHATEAU VERSAILLES

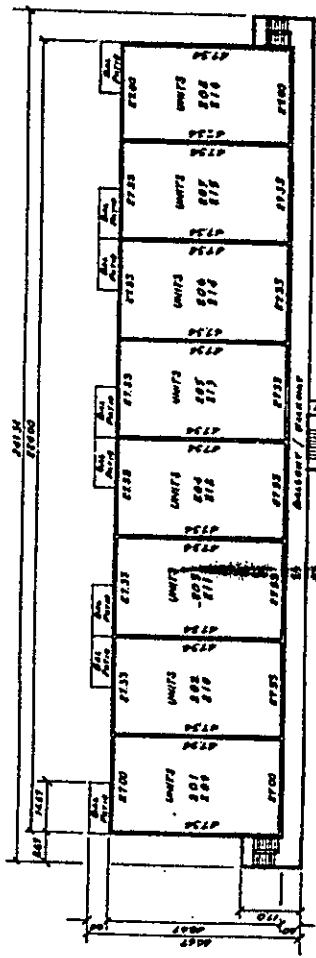
A PROPOSED CONDOMINIUM SECTION 22 TOWNSHIP 20 NORTH ST. PETERSBURG PINELLAS COUNTY FLORIDA

PROPOSED ELEVATIONS

FLOOR	CEILING	FLOOR	CEILING
011110000 1	10'-00"	01111000 2	10'-00"
01111000 2	10'-00"	01111000 3	10'-00"
01111000 3	10'-00"	01111000 4	10'-00"



TYPICAL FLOOR PLANS
SCALE 1/4" = 1'-0"



NOTES:

1. THE DIMENSIONS OF THE UNITS ARE FOR CONSTRUCTION PURPOSES ONLY. THE FINISHED DIMENSIONS SHALL BE AS SHOWN ON THE ARCHITECTURAL DRAWINGS.
2. ALL DIMENSIONS ARE TO THE CENTERLINE UNLESS OTHERWISE NOTED.
3. THE DIMENSIONS DO NOT INCLUDE THE THICKNESS OF THE CONCRETE SLAB.
4. THE DIMENSIONS DO NOT INCLUDE THE THICKNESS OF THE CONCRETE SLAB.
5. THE DIMENSIONS DO NOT INCLUDE THE THICKNESS OF THE CONCRETE SLAB.

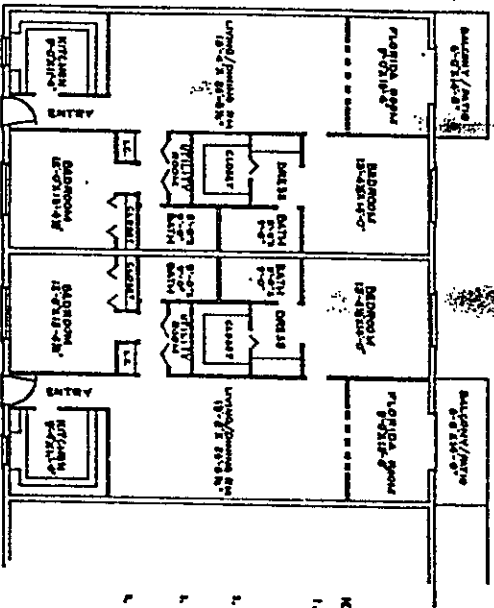
DATE: 10/15/00
BY: G.F.Y.
CHECKED: G.F.Y.

OFFICE OF
GEORGE F. YOUNG, INC.
CIVIL ENGINEERS AND LAND SURVEYORS
2100 COLLETT AVENUE, SUITE 100
ST. PETERSBURG, FLORIDA
33706
SHEET 9 OF 9

THIS DOCUMENT OR A PORTION OF THIS DOCUMENT IS OF YOUR QUALITY AND MAY BE ILLIBLE.

CHATEAUX VERSAILLES

A FIVE BED CONDOPHOM SECTION IN TOWN OF 20 BLDG. BUILT IN 1977 BY PERKINS & WILSON ARCHITECTS



LEGEND
1. 1200 SQ. FT.

CHATEAUX VERSAILLES
1200 SQ. FT.
1200 SQ. FT.

- NOTES:
1. THE DIMENSIONS OF THE CHATEAUX VERSAILLES ARE THE GROSS DIMENSIONS OF THE CHATEAUX VERSAILLES, TERRACE AND BALCONY.
 2. THE DIMENSIONS OF THE CHATEAUX VERSAILLES ARE THE GROSS DIMENSIONS OF THE CHATEAUX VERSAILLES, TERRACE AND BALCONY.
 3. THE DIMENSIONS OF THE CHATEAUX VERSAILLES ARE THE GROSS DIMENSIONS OF THE CHATEAUX VERSAILLES, TERRACE AND BALCONY.
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 5. THE DIMENSIONS OF THE CHATEAUX VERSAILLES ARE THE GROSS DIMENSIONS OF THE CHATEAUX VERSAILLES, TERRACE AND BALCONY.

OFFICE OF
GEORGE F. YOUNG, INC.
1000 BROADWAY AND 1000 BROADWAY
NEW YORK, N.Y. 10001
1000 BROADWAY, NEW YORK
1000 BROADWAY

CHATEAUX VERSAILLES

A PROPOSED CONDOMINIUM SECTION 36 TOWNSHIP 30 SOUTH RANGE 16 EAST ST. PETERSBURG PINELLAS COUNTY FLORIDA

PHASE I LEGAL DESCRIPTION

LOT 1, BLOCK 1, CHATEAUX VERSAILLES CONDOMINIUM, AS DECEASED TO TRACT 06, TRACT 08, PUBLIC RECORDS OF PINELLAS COUNTY, FLORIDA.

PHASE II LEGAL DESCRIPTION

ACQUISITION AT THE MATHEMATICAL CORNER OF LOT 1, BLOCK 1, CHATEAUX VERSAILLES CONDOMINIUM, AS DECEASED IN TRACT 06A, TRACT 08, PUBLIC RECORDS OF PINELLAS COUNTY, FLORIDA. SAID TRACT 06A BEING AS THE INTERSECTION OF THE NORTH WEST 1/4 OF TRACT 06, TRACT 08 (A 50.00 FOOT WIDE STRIP OF ROAD) AND THE EASTERN BOUNDARY OF LOT 1, BLOCK 1, CHATEAUX VERSAILLES CONDOMINIUM (A 175.00 FOOT WIDE STRIP OF ROAD) BEING ALSO THE EASTERN BOUNDARY OF TRACT 06B AND THE EASTERN BOUNDARY OF TRACT 06C, ALL AS PART OF A TRACT TO THE NORTH, TRACT 06, TRACT 08, PUBLIC RECORDS OF PINELLAS COUNTY, FLORIDA. SAID TRACT 06A BEING 130.00 FEET TO THE INTERSECTION OF THE EASTERN BOUNDARY OF TRACT 06, TRACT 08 AND THE WESTERN BOUNDARY OF TRACT 06B, TRACT 08, PUBLIC RECORDS OF PINELLAS COUNTY, FLORIDA. SAID TRACT 06A BEING 130.00 FEET TO THE INTERSECTION OF THE EASTERN BOUNDARY OF TRACT 06, TRACT 08 AND THE WESTERN BOUNDARY OF TRACT 06C, TRACT 08, PUBLIC RECORDS OF PINELLAS COUNTY, FLORIDA.

PHASE III LEGAL DESCRIPTION

AS THE MATHEMATICAL CORNER OF LOT 1, BLOCK 1, CHATEAUX VERSAILLES CONDOMINIUM, AS DECEASED IN TRACT 06A, TRACT 08, PUBLIC RECORDS OF PINELLAS COUNTY, FLORIDA. SAID CORNER BEING ALSO CORNER TO THE NORTH WEST 1/4 OF TRACT 06, TRACT 08 (A 50.00 FOOT WIDE STRIP OF ROAD) BEING ALSO THE EASTERN BOUNDARY OF LOT 1, BLOCK 1, CHATEAUX VERSAILLES CONDOMINIUM (A 175.00 FOOT WIDE STRIP OF ROAD) BEING ALSO THE EASTERN BOUNDARY OF TRACT 06B AND THE EASTERN BOUNDARY OF TRACT 06C, ALL AS PART OF A TRACT TO THE NORTH, TRACT 06, TRACT 08, PUBLIC RECORDS OF PINELLAS COUNTY, FLORIDA. SAID CORNER BEING 130.00 FEET TO THE INTERSECTION OF THE EASTERN BOUNDARY OF TRACT 06, TRACT 08 AND THE WESTERN BOUNDARY OF TRACT 06B, TRACT 08, PUBLIC RECORDS OF PINELLAS COUNTY, FLORIDA.

PHASE III LEGAL DESCRIPTION

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- 1. 0.00000000%, 100.00 FEET;
- 2. 0.00000000%, 100.00 FEET TO THE APPROXIMATE POINT OF DELINEATION.

OFFICE OF
GEORGE F. YOUNG, INC.
 CIVIL ENGINEERS AND LAND SURVEYORS
 ONE HILGARDEN SQUARE NORTH
 ST. PETERSBURG, FLORIDA
 SHEET 1 OF 3

CHATEAUX VERSAILLES CONDOMINIUM

	<u>Completion of Phase I</u>	<u>Completion of Phase II</u>	<u>Completion of Phase III</u>
Phase I			
Unit 101	12.5	4.1667	3.125
Unit 102	12.5	4.1667	3.125
Unit 103	12.5	4.1667	3.125
Unit 104	12.5	4.1667	3.125
Unit 105	12.5	4.1667	3.125
Unit 106	12.5	4.1667	3.125
Unit 107	12.5	4.1667	3.125
Unit 108	12.5	4.1667	3.125
Phase II			
Unit 201	0	4.1667	3.125
Unit 202	0	4.1667	3.125
Unit 203	0	4.1667	3.125
Unit 204	0	4.1667	3.125
Unit 205	0	4.1667	3.125
Unit 206	0	4.1667	3.125
Unit 207	0	4.1667	3.125
Unit 208	0	4.1667	3.125
Unit 209	0	4.1667	3.125
Unit 210	0	4.1667	3.125
Unit 211	0	4.1667	3.125
Unit 212	0	4.1667	3.125
Unit 213	0	4.1667	3.125
Unit 214	0	4.1667	3.125
Unit 215	0	4.1667	3.125
Unit 216	0	4.1667	3.125
Phase III			
Unit 301	0	0	3.125
Unit 302	0	0	3.125
Unit 303	0	0	3.125
Unit 304	0	0	3.125
Unit 305	0	0	3.125
Unit 306	0	0	3.125
Unit 307	0	0	3.125
Unit 308	0	0	3.125
	<u>100%</u>	<u>100%</u>	<u>100%</u>

40 Esc 13.00
41 St _____
42 Sur _____
43 Int _____
Tot 13.00
and

82180129
FIRST AMENDMENT

D. L. 5434 PAGE 526

DECLARATION OF CONDOMINIUM

FOR

CHATEAUX VERSAILLES, A CONDOMINIUM 19 19274776 76 0001 23NC32
40 13.00
13.00 CK

Chateaux Versailles Condominium Association, Inc., a Florida corporation not for profit is the corporate entity which is responsible for the operation of Chateaux Versailles, a condominium, as provided in Chapter 718 of the Florida Statutes. Chateaux Versailles Condominium Association, Inc., by and through John F. Pearce, its president and Michael R. Kashtan, its secretary, hereby certifies to the following:

Condominium Plat pertaining hereto is recorded in Condominium Plat Book 52, pages 24-27.

1. The Declaration of Condominium for Chateaux Versailles was recorded on June 26, 1981 in O. R. Book 5212 beginning at page 445 in the Public Records of Pinellas County, Florida.

2. This First Amendment to said Declaration of Condominium as set forth hereinbelow, was duly authorized by the membership of Chateaux Versailles Condominium Association, Inc. as required by said Declaration of Condominium.

3. The First Amendment to said Declaration of Condominium is as follows:

A. An Easement for Ingress and Egress over and across the common elements of Chateaux Versailles, a condominium, which easement shall be for the benefit of the real property, and those persons and entities in title to said real property, which is more fully described in Exhibit "A" attached hereto and incorporated by reference herein.

B. The legal description of the ingress/egress easement shall be as follows:

From the Northwest corner of Lot 1, Block 1, Meadowlawn 62nd Avenue Addition as recorded in Plat Book 69, Page 36, Public Records of Pinellas County, Florida, as a point of reference; thence South 89°53'04" East along the North line of said Lot 1, a distance of 138.49 feet to the point of beginning; thence continuing South 89°53'04" along said North line 24.00 feet; thence South 00°06'56" West 190 feet to the South line of said Lot 1, also being North right-of-way line of said 62nd Avenue North; then North 89°53'04" West along said South line 24 feet; thence North 00°06'56" East 190 feet to the point of beginning.

This Instrument was prepared by James N. Powell, Esq. EENE, MANN, ROWE, STANTON, MASTRY & BURTON 10th Floor, Florida Federal Building St. Petersburg, Florida 33701

PAID 11.23.82
Clerk of Circuit Court
Nov 23 7 18 PM '82

C. This easement for ingress/egress shall be in perpetuity and is for the beneficial use of the persons or entities in title to the real property described in Exhibit "A", their guests, their invitees, successors, assigns and heirs.

4. All other terms, conditions and obligations in the Declaration of Condominium for Chateaux Versailles, a condominium, and all exhibits thereto shall remain in full force and effect and unchanged except as amended by this First Amendment.

Dated this 27th day of November, 1982.

CHATEAUX VERSAILLES CONDOMINIUM ASSOCIATION, INC.

WITNESSES:

[Signature]
[Signature]

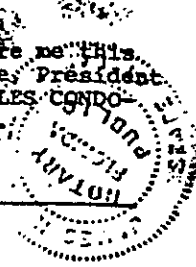
By: [Signature]
John F. Pearce, President

Attest: [Signature]
Michael R. Kashtan, Secretary

STATE OF FLORIDA)
COUNTY OF PINELLAS)

The foregoing instrument was acknowledged before me this 27th day of November, 1982 by John F. Pearce, President and Michael R. Kashtan, Secretary, of CHATEAUX VERSAILLES CONDOMINIUM ASSOCIATION, INC., on behalf of the corporation.

[Signature]
Notary Public
(Notarial Seal)



My commission expires:
Notary Public, State of Florida at Large
My Commission Expires JULY 18, 1984

LEGAL DESCRIPTION

B. L. 5434 PAGE 528

A portion of LOT 1, BLOCK 1, MEADOWLAWN 62ND AVENUE ADDITION PARTIAL REPLAT; as recorded in Plat Book 85, Page 68, Public Records of Pinellas County, Florida, being further described as follows:

From the Southwest corner of said Lot 1 for a Point of Beginning; thence along the West line of said lot by a curve to the right, concave to the East, radius 2116.83 feet, arc 220.89 feet, central angle $05^{\circ} 58' 44''$, chord N. $08^{\circ} 04' 02''$ E., 220.79 feet; thence S. $89^{\circ} 53' 04''$ E., 90.73 feet; thence S. $00^{\circ} 06' 56''$ W., 10.00 feet; thence S. $89^{\circ} 53' 04''$ E., 111.73 feet; thence S. $00^{\circ} 06' 56''$ W., 24.00 feet; thence S. $89^{\circ} 53' 04''$ E., 123.35 feet; thence S. $00^{\circ} 06' 56''$ W., 184.67 feet to an intersection with the South line of said Lot 1; thence N. $89^{\circ} 53' 04''$ W., 356.35 feet to the aforementioned Point of Beginning.

TOGETHER WITH a non-exclusive easement over and across the following described area for the purpose of ingress and egress to the above parcel.

Exhibit "A"

DECLARATION OF CONDOMINIUM
CHATEAUX VERSAILLES FORE, A CONDOMINIUM

Declaration made April 16th, 1984, pursuant to Chapter 718 of the Florida Statutes, by Chadco Development, Inc., a Florida Corporation organized and existing under the laws of Florida, having its principal offices at 9071 Park Blvd. N., Seminole, Florida, and hereinafter referred to as Developer.

1. Submission of property. Developer, who is owner in fee simple of the land described below, the building, and all other improvements constructed or currently being constructed thereon, together with all easements, rights and appurtenances belonging thereto, and all other property, personal or mixed, intended for the property, hereby declares certain divisions, covenants, restrictions, limitations, conditions, and uses respecting the property, intending thereby to submit the property to the provisions of Chapter 718 of the Florida Statutes, hereinafter referred to as the Condominium Act, and further intending thereby to create covenants running with the land and binding developer and its successors and assigns forever.

2. Name of condominium. The name by which the property shall hereafter be known is Chateaux Versailles Fore, A Condominium.

3. Description of land. The land on which the building and improvements constituting the property are located and consists of From the Northwest Corner of Lot 1, Block 1, Meadowlawn 62nd Addition as recorded in plat book 69, page 36, Public Records of Pinellas County, Florida, shown in site plan attached hereto.

4. Description of building. The building constructed on the land is constructed principally of concrete block, concrete and wood, consists of a ground floor and one upper floor above the ground floor, comprising a total building area of 30272 square feet, of which 26208 square feet constitutes 24 apartment units, 7800 square feet, exclusive of entry and exit ramps, constitutes parking facilities for approximately 39 vehicles, and 8168 square feet constitutes common elements as hereinafter set forth. The building is shown and described in more detail in the sketches, surveys, and plans attached hereto as Exhibits A through D.

5. Units. In the upper floor of the two buildings there are 48 apartment units, which are numbered consecutively from 1 thru 4 on each floor. These numbers are preceded by the hundredths that corresponds to each floor; for example, those on the first floor will bear the numbers "1101", "1102", etc., those on the second floor will bear the numbers "1201", "1202", etc. Hereinafter such apartment unit will be referred to as Unit Type Number One, Unit Type Number Two, etc., respectively. All units are shown and identified on the sketches and plans comprising description of improvements attached hereto as Exhibits A through D.

Each unit is equipped with stainless steel kitchen sink, wall cabinets, range, dishwasher, refrigerator-freezer, and vitreous enamel bathtub, toilets and wash basins.

As shown on the floor plans (Exhibits A through D) each unit consists of the area enclosed at its sides by the unit side of the block work of exterior walls of the building; the unit side of block

work of walls and partitions separating the unit from mechanical equipment spaces and other common elements; where walls and partitions containing block work separate the unit from other units, in each case up to but not including the unit side of such block work; and where plaster partitions separate units from each other, in each case to the center line of the plaster on the unit side of such partitions.

(a) Unit Type Number One: This is a rectangular shaped apartment, measuring 42 feet long by 26 feet wide, making a total area of 1092 square feet. Its main door has access to the co-ridor of the floor on which it is located.

The unit consists of the following rooms and areas: A hall of 59 square feet; a living room and dining room of 285 square feet; a kitchen of 103 square feet, which includes stainless steel sinks, a range: Make and Model - Frigidaire - RGC - 32 HB, color - Almond a dishwasher: Make and Model Frigidare - DWU - 11J, color - Almond, a refrigerator-freezer: Make and Model - Frigidare - FFR - 174, color - Almond and wall cabinets; two bedrooms, one of 122.43 square feet and one of 180 square feet, and two bathrooms of 39 and 33 square feet, including vitreous enamel basin, bathtub and toilet.

6. Common elements. The common elements, shown in detail in relation to the various units in Exhibit H hereto, consists of the following:

- a. The parcel of land described above.
- b. Parking facilities for approximately 39 vehicles consisting of 7800 square feet.
- c. The ground floor, consisting of 13104 square feet.
- d. The following facilities located on the ground floor:
 - e. The following facilities located throughout the project:
 - (1) The foundation, columns, girders, beams, supports, exterior walls (not including portions thereof on unit sides of the block work of such walls), walls and partitions separating units from mechanical equipment spaces and other common areas (not including portions on unit sides of the block work of such walls), all block work walls separating units, those portions of plaster partitions separating units between the center lines of the plaster on each side of such partition, all concrete floors and ceilings, and all roofs.
 - (2) All halls, corridors, lobbies, balconies, fire escapes, pavements, entrances and exits of the building.
 - (3) 4 stairways, referred to in Exhibits B and C as stairway of 8 square feet, each floor, leading from the ground floor to the roof of the building.
 - (4) Central and appurtenant installation for services such as power, telephone, light, gas, hot and cold water, heating, and air conditioning.
 - (5) All sewer pipes.

(6) All other parts of the property necessary or convenient to its existence, maintenance, and safety, or which are normally in common use.

7. Ownership of common elements. Each owner of a unit shall own in fee simple absolute a proportionate, undivided interest in the aforesaid common elements listed under letters "a" through "e" of Paragraph 6 equal to the proportion that the value of such unit bears to the total value of all units, as follows:

	<u>Unit Type</u>	<u>Value of Unit</u>	<u>Value of all units</u>	<u>Percentage</u>
Building No. 2	No. 2101	\$46,990.00	\$1,127,750.00	.0416
	No. 2102	"	"	"
	No. 2103	"	"	"
	No. 2104	"	"	"
Building No. 2	No. 2105	"	"	"
	No. 2106	"	"	"
	No. 2107	"	"	"
	No. 2108	"	"	"
Building No. 2	No. 2201	"	"	"
	No. 2202	"	"	"
	No. 2203	"	"	"
	No. 2204	"	"	"
Building No. 2	No. 2205	"	"	"
	No. 2206	"	"	"
	No. 2207	"	"	"
	No. 2208	"	"	"
Building No. 3	No. 3101	"	"	"
	No. 3102	"	"	"
	No. 3103	"	"	"
	No. 3104	"	"	"
Building No. 3	No. 3201	"	"	"
	No. 3202	"	"	"
	No. 3203	"	"	"
	No. 3204	"	"	"

8. Proportionate representation; participation in common expenses. Each unit owner shall share in the common expenses, as hereinafter defined, and in the total voting power of the association of owners, in accordance with such unit owner's interest in the common elements as set forth above. However, such proportionate representation may be limited in accordance with the provisions of the bylaws, attached hereto.

For purposes of this declaration, "common expenses" means expenses for which unit owners shall be proportionately liable, including (1) all expenses of administration, maintenance, repair, and replacement of the common elements, (2) expenses agreed upon as common expenses by all unit owners, and (3) expenses declared common expenses by or pursuant to the provisions of the Condominium Act, this declaration, or the bylaws.

9. Covenants and agreements. Developer, its successors and assigns, by this declaration, and all future owners of units, by acceptance of their respective unit deeds, hereby covenant and agree as follows:

a. The common elements shall remain undivided, and no right shall exist to partition or divide any of them, except when withdrawal of the property from the Condominium Act is authorized by all unit owners and the holders of all mortgages

or other liens affecting all units, or directed by a court of equity as provided by law. On such authorization, all unit owners, mortgagees, and lienors shall execute and file for record in the office where the declaration is filed, an instrument of revocation of this declaration. On the filing of such instrument of revocation, the owners shall become tenants in common of the property, and each shall own an undivided interest therein equal to the percentage of his undivided interest in the common elements before the filing of such instrument. On the filing of such instrument of revocation, each lien on an individual unit shall become a lien on the individual undivided interest of the owner of such unit as tenant in common of the entire property. Removal of the property from the Condominium Act shall not bar subsequent resubmission to the provisions of such Act in accordance with the terms thereof.

b. If any portion of the common elements encroaches on any unit, or if any unit encroaches on any other unit, or any portion of the common elements, as a result of the construction of the building; or if any such encroachment shall occur as a result of settling or shifting of the building, a valid easement for such encroachment and for the maintenance of the same so long as the building stands, shall exist. If the building, or any common element or any unit therein, is partially or totally destroyed as a result of fire or other casualty, or as a result of condemnation or eminent domain proceedings, and then rebuilt, the minor encroachments of parts of the common elements on any unit, or of any unit on any other unit or on any portion of the common elements, due to such rebuilding, shall be permitted, and valid easements for such encroachments and the maintenance thereof for so long as the building stands, shall exist.

c. Each unit owner shall have an easement in common with the owners of all other units.

(1) To use all streets, walks, and other rights of way serving the units of the condominium as part of the common elements and providing access to the streets and other public ways of the City of St. Petersburg; and

(2) To use all pipes, wires, ducts, cables, conduits, public utility lines, and other common elements located in any of the other units and serving his unit.

Each unit shall also be subject to such easements in favor of the owners of all other units, but each unit shall have an easement for the exclusive use of any balcony to which it has sole access. The governing board, on behalf of all unit owners, shall have a right of access to each unit to inspect the same, and to maintain, repair, or replace the common elements therein or appurtenant thereto.

d. Each unit space shall be occupied and used by its respective owner only as private dwellings for the owner, his family, tenants, and social guests, and for no other purpose whatsoever.

e. Each owner of a unit or units shall, automatically on becoming owner of such unit or units, become a member of Chateaux Versailles Fore Condominium Association, hereinafter referred to as the association, and shall remain a member thereof until such time as his ownership shall for any reason cease, at which time his membership in the association shall likewise cease.

f. Each unit owner shall, immediately on becoming an owner thereof, grant to the governing board, on behalf of all unit owners, an irrevocable power of attorney coupled with an interest, to acquire title to or lease any unit whose owner desires to surrender, sell, or lease the same, or that may be

the subject of a foreclosure or other judicial sale, and to convey, sell, lease, sublease, mortgage, or otherwise deal with any unit so acquired.

g. Any unit leased or acquired by the governing board in any manner whatsoever, shall be held by the board on behalf of all unit owners, in proportion to the respective common interests of such owners as set forth above.

h. Administration of the condominium shall be in accordance with the provisions of this declaration and the bylaws of the association, attached hereto.

i. Each unit owner, and all occupants of units shall comply with the provisions of this declaration, their unit deeds, and the bylaws, rules, regulations, decisions, and resolutions of the association, as lawfully amended from time to time. Failure to comply with any such provisions, decisions or resolutions shall be grounds for an action for damages, injunctive relief, or both, maintainable by the association or by any unit owner or by any person who holds a blanket mortgage or unit mortgage and is aggrieved by any such non-compliance.

j. No owner of a unit may exempt himself from liability for his proportionate share of the common expenses by waiver of the use or enjoyment of any of the common elements, or by abandonment of his unit.

10. Assessment liens. The association shall have a lien on each unit for unpaid assessments duly assessed against such unit, together with interest thereon and reasonable attorneys' fees paid or incurred by reason of the nonpayment thereof. Any such lien may be foreclosed by suit brought in the name of the association in the same manner as a suit to foreclose a mortgage on real property, and the association shall have the power to bid on the unit at any such foreclosure sale, and to acquire, hold, lease, mortgage and convey the same. Suit to recover a money judgment for unpaid assessments may also be maintained without foreclosing or waiving the lien securing the same.

11. Acquisition of unit at foreclosure sale; effect. Where the mortgagee of the first mortgage of record, or other purchaser of a unit obtains title to such unit as a result of the foreclosure of a mortgage, such purchaser, his heirs, successors and assigns, shall not be liable for the share of the common expenses or assessments by the association chargeable to such unit for any period prior to the acquisition of title to such unit by such purchaser. Any such unpaid share of common expenses or assessments shall be deemed common expenses collectible from all units, including the unit acquired by such purchaser, his heirs, successors and assigns.

12. Destruction of or damage to property; effect. In the event of any damage to or destruction of (a) any improvements on the condominium property or any part thereof or (b) any common element or elements or any part thereof, required by this declaration, the bylaws, or bylaw to be insured by the association, such improvements or common elements shall be promptly repaired and restored by the association using the proceeds of such insurance. If such proceeds are inadequate to cover the cost of such repair and restoration, unit owners shall be assessed on an equitable basis according to the benefit derived by them from such repair and restoration. However, if (a) the proceeds of such insurance are inadequate by a substantial amount to cover estimated costs of repair and restoration of an essential improvement or common element, or (b) such damage constitutes substantially total destruction of the condominium property or of one or more buildings comprising the condominium property, or (c) those unit owners entitled to exercise seventy-five percent (75%) or more of the total voting

power held by those unit owners directly affected by such damage or destruction, voting in accordance with the procedure established in the bylaws, shall determine not to repair or restore, the association shall proceed to realize the salvage value of that portion of the condominium property so damaged or destroyed by sale or otherwise, and shall collect the proceeds of any insurance. Thereupon the net proceeds of such sale or other disposition of the property, together with the proceeds of any insurance, after making provision for the removal of all debris and the restoration of the land to level grade, if appropriate, shall be considered as one fund and shall be divided among unit owners directly affected by such damage or destruction in proportion to their respective undivided ownership of the common elements. Any liens or encumbrances on any affected unit shall be relegated to the interest of the owner thereof in the fund.

13. Rental of units. Units shall not be rented for transient or hotel purposes, which are defined as: (1) rental for any period of less than 20 days.

14. Eminent domain. If all or any part of the common elements shall be taken, injured, or destroyed by eminent domain, each unit owner shall be entitled to notice of such taking and to participate through the association in all condemnation and other proceedings. Any damages shall be for the taking, injury, or destruction as a whole and shall be collected by the association and distributed by it among unit owners in proportion to their respective undivided interests in the common elements or limited common elements so taken, injured, or destroyed, except that such funds as are deemed by the association necessary or appropriate to be applied to the repair or restoration of property so injured or destroyed may be so applied.

15. Fire and extended coverage insurance. The governing board of the association, or the managing agent, shall obtain and continue in effect insurance against loss by fire or other casualties normally covered under broad-form fire and extended coverage insurance as written in Florida, covering all common elements, all limited common elements, all structural portions of the condominium property, and all units, but not including furniture, fixtures, decorations, equipment or the like installed or placed therein by unit owners, in an amount satisfactory to mortgagees holding first mortgages on the units, but in any event not less than \$ _____ per cent of the assessed value thereof. The premiums for such insurance shall be a common expense to be paid by monthly assessments levied by the governing board. In the event of any damage to or destruction of any portion of the property so insured, insurance proceeds shall be collected, applied, and disbursed as provided in Paragraph 12 of this declaration.

16. Liability insurance. The governing board of the association, or the managing agent, shall obtain and continue in effect insurance against liability for personal injury and death and for damage to property arising from accidents occurring within the common elements in such amounts, satisfactory to mortgagees holding first mortgages on the units, as shall be determined by the governing board.

17. Insurance by association; effect. Any insurance obtained or maintained by the association or the governing board thereof, or by any managing agent retained by the association or governing board, shall be without prejudice to the rights of unit owners to obtain and maintain such unit insurance as they see fit.

18. Conveyance of units; liability for assessments. Whenever a unit is voluntarily conveyed, the grantee shall be jointly and severally liable with the grantor for all unpaid assessments by the association against the latter for his share of common expenses up to

the time of conveyance, without prejudice to the grantee's right to recover from grantor any amount paid by the grantee for such assessments. Any grantee or mortgagee shall be entitled, within 30 days after request therefore, to a certificate from the governing board of the association setting forth the amount of any unpaid assessments due the association from the grantor, and any person, other than the grantor, who relies on such certificate shall be entitled to rely thereon, and shall not be liable for any amount in excess of the amount set forth in such certificate.

19. Agreements and determinations of association. All agreements and determinations lawfully made by the association in accordance with the voting percentages established in the bylaws annexed hereto, shall be binding on all unit owners, their heirs, successors and assigns.

20. Duties and liabilities of developer. So long as developer, its successors and assigns, owns one or more of the units established and described herein, developer, its successors and assigns shall be subject to the provisions of this declaration and of all exhibits attached hereto. Developer covenants to take no action that would adversely affect the right of the association with respect to assurances against latent defects in the property, or other rights assigned to the association by reason of the establishment of the condominium.

21. Unit owners' association, Unit owners' vote and rights. The administration and management of the condominium shall be vested 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. 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)

22. Delegation of managerial and administrative duties. Any right, privilege, or duty herein granted to or imposed on the association or the governing board thereof other than the determination and levy of assessments for common charges and the enforcement of liens for failure to pay the same, may be delegated to a professional corporate managing agent by mutually binding contract entered into between the president or authorized agent of the association and such managing agent.

23. Amendment of declaration. This declaration may be amended or supplemented by the affirmative vote of those unit owners entitled to exercise seventy-five (75%) percent of the total voting power of the association, cast in person or by proxy at a meeting duly called and held in accordance with the bylaws. No such amendment shall be effective until recorded in the office of the Clerk of the Circuit Court of Pinellas County, Florida.

24. Invalidity. If any one or more provisions of this declaration are declared invalid, such invalidity shall in no way impair or affect the validity, enforceability, or effect of the remainder of this declaration.

25. Waiver. No provision contained in this declaration shall be deemed waived by reason of any failure to enforce the same, irrespective of the number of violations or the consistency of such failure of enforcement.

26. Captions. Captions are inserted in this declaration for convenience and reference only, and shall not be taken in any

manner to limit or describe the scope of this declaration or any provision hereof.

IN WITNESS WHEREOF, developer has executed this declaration of condominium on the date first above written.

Executed in the presence of:

Chadco Development, Inc.

James W. Harrington
James J. Hood

By: *Jeffrey Chadwick*
Jeffrey Chadwick
President

STATE OF FLORIDA)

COUNTY OF PINELLAS)

I HEREBY CERTIFY that on this 16th day of April, 1984, before me personally appeared JEFFREY CHADWICK as President of Chadco Development, Inc., a corporation under the laws of the State of Florida, to me known to be the person described in and who executed the foregoing instrument and acknowledged the execution thereof to be his free act and deed as such officer, for the uses and purposes therein mentioned, and he affixed thereto the official seal of said corporation, and the said instrument is the act and deed of said corporation.

Witness my hand and official seal at Seminole, Pinellas County, Florida, the day and year last aforesaid.

James J. Hood
Notary Public

My Commission Expires:



This instrument prepared by:

Gilbert J. Rooth
9065 Park Blvd. N
Seminole, Florida 33543

PROSPECTUS FOR
CHATEAUX VERSAILLES FORE, A CONDOMINIUM

OFFERED BY
CHADCO DEVELOPMENT CORPORATION
DEVELOPER

1. The information required by Florida Statute 718.504(4) is as follows:

A. NAME AND LOCATION:

Chateaux Versailles Fore, A Condominium
2275 Sixty Second Avenue North
St. Petersburg, Florida 33702

B. CONDOMINIUM PROPERTY:

This Condominium will consist of two (2) condominium buildings, one (1) swimming pool, and one (1) maintenance building. There will be a total of twenty-four (24) units.

Condominium Building 1 will consist of two (2) stories containing eight (8) 2-bedroom/2bathroom condominium units; Condominium Building 2 will consist of two (2) stories containing sixteen (16) 2-bedroom/2bathroom condominium units.

Exhibit 7 to this Prospectus contains the Plat Plan and survey of the Condominium. This Condominium is not being created by conversion of existing improvements, and all improvements are as of this date not completed.

C. The maximum number of units that will use the facilities in common with the Condominium is twenty-four (24). This represents the total number of units contained in Chateaux Versailles Fore, A Condominium.

2. The information required by Florida Statute 718.504(5) is as follows:

THE INTERESTS IN THE CONDOMINIUM ARE BEING SOLD AS FEE SIMPLE INTERESTS AND NOT AS LEASEHOLD INTERESTS.

3. The information required by Florida Statute 718.504(6) is as follows:

A. The recreation facilities and other commonly used facilities that will be used only by unit owners of Chateaux Versailles Fore, A Condominium, consists of (1) swimming pool located on the Northeast corner of property, approximately 25' X 45', with a depth of 3 to 5 feet, not heated and a deck of approximately 2400 square feet with a capacity of approximately 50 persons, and one (1) maintenance building, as more fully shown and described in Exhibit 7 to this prospectus (Plat Plan and Survey).

B. There are no recreational facilities which will not be owned by the unit owners or the CHATEAUX VERSAILLES FORE Association.

C. The developer may not provide additional facilities not described above.

4. The information required by Florida Statute 718.504 (8) is as follows:

There is no recreation lease or associated club membership

associated with Chateaux Versailles Fore, A Condominium.

5. The information required by Florida Statute 718.504 (9) is as follows:

THE RECREATIONAL FACILITIES MAY "NOT" BE EXPANDED OR ADDED WITHOUT CONSENT OF THE UNIT OWNERS OR THE ASSOCIATION.

6. The information required by Florida Statute 718.504(10) is as follows:

The Developer reserves the right, in its sole discretion, to lease units in the future.

7. The information required by Florida Statute 718.504 (11) is as follows:

THERE IS NOT TO BE A CONTRACT FOR THE MANAGEMENT OF THE CONDOMINIUM PROPERTY WHICH WILL HAVE AN ORIGINAL TERM IN EXCESS OF ONE YEAR.

8. The information required by Florida Statute 718.504 (12) is as follows:

THE DEVELOPER HAS THE RIGHT TO RETAIN CONTROL OF THE ASSOCIATION AFTER A MAJORITY OF THE UNITS HAVE BEEN SOLD. See Article III of the By-Laws, Exhibit 4 of the Prospectus, where provisions for the election of directors are set forth.

9. The information required by Florida Statute 718.504 (13) is as follows:

THE SALE, LEASE OR TRANSFER OF UNITS IS RESTRICTED OR CONTROLLED. See Article 24 of the Declaration of Condominium.

10. The information required by Florida Statute 718.504 (15) is as follows:

Chateaux Versailles Fore, A Condominium, is being not created by conversion of existing improvements.

11. The information required by Florida Statute 718.504 (16) is as follows:

The restrictions concerning the use of the CHATEAUX VERSAILLES FORE property are contained in Article 23 of the Declaration of Condominium. In summary, the restrictions provide that the CHATEAUX VERSAILLES FORE units are restricted to residential use, limit ages of children, and provisions concerning pets, parking, laundry, etc. and are more particularly set out in Exhibit 9.

12. The information required by Florida Statute 718.504 (17) are as follows:

There is no land that is offered by the Developer for use by the unit owners which is neither owned by them nor leased to them, the Association, or an entity controlled by the unit owners.

13. The information required by Florida Statute 718.504 (18) is as follows:

The City of St. Petersburg provides sewer and waste disposal, water supply, storm drainage, and garbage and trash disposal, all based upon its rates and pursuant to the rules and regulations and ordinances of the City of St. Petersburg.

Electrical service is provided by Florida Power Corporation pursuant to its rates and in accordance with its rules and regulations. Telephone service is provided by General Telephone Company pursuant to its rates and regulations.

14. The information required by Florida Statute 718.504 (19) is as follows:

"METHOD OF ANNEXATION". The percentage of sharing common expenses and of owning the common elements and the common surplus has been determined based upon the square footage of living area in each unit as it relates to the square footage of living space contained in the entire project.

15. The information required by Florida Statute 718.504 (20) is as follows:

The estimated operating budget of the Condominium and a schedule of unit owners' expenses are attached hereto as Exhibit 5.

16. The information required by Florida Statute 718.504 (21) is as follows:

Exclusive of financing or mortgage costs, if any, including the cost of mortgagee's title policy, if required by the mortgagee, the closing expenses to be paid by the Buyer of a CHATEAUX VERSAILLES FORE unit shall be the cost of recording the warranty deed. The Developer will furnish and pay for the owner's title insurance policy.

17. The information required by Florida Statute 718.504 (22) is as follows:

Chadco Development Corporation is the sponsor of Chateaux Versailles Fore, A Condominium. Mr. Jeffrey A. Chadwick is the chief operating officer of the corporation. He has approximately 10 years experience in building residential units. The experience of Chadco Development Corporation as a developer is none.

18. The information required by Florida Statute 718.504 (23) is as follows:

SCHEDULE OF EXHIBITS TO PROSPECTUS:

Exhibit 2 - Declaration of Condominium creating Chateaux Versailles, A Condominium, with the Legal Description as Exhibit A, the Condominium Plat as Exhibit A, and the percentage of ownership as Exhibit B.

Exhibit 3 - Articles of Incorporation

Exhibit 4 - By-Laws

Exhibit 5 - Budget

Exhibit 6 - Purchase Contract

Exhibit 7 - Plot Plan and Survey

Exhibit 8 - Receipt

Exhibit 9 - Covenants and Restrictions

Exhibit 10 - Escrow Agreement

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

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

Article 14
GOVERNING BODY

The affairs of the condominium shall be conducted by a corporation incorporated pursuant to the Florida Statutes governing corporations not for profit. The name of the corporation to conduct the affairs of the condominium and the condominiums known as Chateau Versailles Fore, a Condominium as described in its Declaration thereof recorded at Book 6055 at Page 7776, et. seq. of the Official Records of Pinellas County, Florida and Chateau Versailles Too, a Condominium as described in Book 5495 at Page 1299 et. seq. of the Official Records of Pinellas County, Florida shall be CHATEAUX VERSAILLES CONDOMINIUM ASSOCIATION, INC., hereinafter called the "ASSOCIATION", the Articles of Incorporation of which are attached hereto as exhibit "3" and made a part hereof as though set out in full. The By-Laws of the ASSOCIATION are attached hereto as exhibit "4" and made a part hereof as though set out in full herein. The ASSOCIATION is the surviving entity as a result of an adoption of a Plan of Merger and Articles of Merger by the members of the condominiums referred to above in the manner permitted by Chapter 617 Florida Statutes.

C.392

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RECORDING 1 \$55.50
TOTAL: \$55.50
CHECK AMT. TENDERED: \$55.50
CHANGE: \$0.00

ADOPTED AMENDMENT TO THE BY-LAWS
OF CHATEAUX VERSAILLES CONDOMINIUM ASSOCIATION, INC.

It is adopted to amend all portions of the By-Laws for Chateaux Versailles Condominium adding the words "Chateaux Versailles Fore a Condominium and Chateaux Versailles Fore a Condominium" immediately after every reference to Chateaux Versailles Condominium throughout the By-Laws. This change is necessary in order to accomplish the merger of the Chateaux Versailles Fore Condominium Association, Inc. and Chateaux Versailles Too Condominium Association, Inc. into Chateaux Versailles Condominium Association, Inc. in accordance with the requirements of Chapters 617 and 718 Florida Statutes.

State of Florida



Department of State

I certify the attached is a true and correct copy of the Articles of Merger, filed on January 25, 1990, as shown by the records of this office.

The document number of the surviving corporation is 758507.

Given under my hand and the
Great Seal of the State of Florida,
at Tallahassee, the Capital, this the
2nd day of February, 1990.



Jim Smith

Jim Smith
Secretary of State

ARTICLES OF MERGER

CHATEAUX VERSAILLES TOO CONDOMINIUM ASSOCIATION, INC.;
CHATEAUX VERSAILLES FORE CONDOMINIUM ASSOCIATION, INC.;
CHATEAUX VERSAILLES CONDOMINIUM ASSOCIATION, INC.
AND AMENDMENT TO ARTICLES OF INCORPORATION
CHATEAUX VERSAILLES CONDOMINIUM ASSOCIATION, INC.

Pursuant to Sections 617.051, 617.053, and 617.054 Florida Statutes, the undersigned corporations affirm and adopt the following:

1. The Plan of Merger of Chateaux Versailles Condominium Association, Inc.; Chateaux Versailles Too Condominium Association, Inc. and Chateaux Versailles Fore Condominium Association, Inc., all Florida corporations not-for-profit, has been approved, as follows:

(a) By the Board of Directors of Chateaux Versailles Condominium Association, Inc. at a meeting held October 18, 1989, and by the membership of that Association at a membership meeting held November 30, 1989.

(b) By the Board of Directors of Chateaux Versailles Too Condominium Association, Inc. at a meeting held October 18, 1989, and by the membership of that Association at a membership meeting held November 30, 1989.

(c) By the Board of Directors of Chateaux Versailles Fore Condominium Association, Inc. at a meeting held October 18, 1989, and by the membership of that Association at a membership meeting held November 30, 1989.

(d) A quorum was present at each such meeting and said Plan of Merger received at least two-thirds of the votes of the members, either in person or by proxy.

2. The surviving corporation shall be CHATEAUX VERSAILLES CONDOMINIUM ASSOCIATION, INC., due to the amendment to the Articles of Incorporation of CHATEAU VERSAILLES CONDOMINIUM ASSOCIATION, INC., to allow it to become the governing Association for each of the three condominiums formerly operated by the Corporations listed above. These amendments were approved in the manner provided in Article X of the Articles of Incorporation of CHATEAUX VERSAILLES CONDOMINIUM ASSOCIATION, INC., and Chapter 617, Florida Statutes.

3. In furtherance of the above, the surviving corporation shall be Chateaux Versailles Condominium Association, Inc.

4. The Articles of Incorporation of the surviving Corporation, which Articles are attached hereto as an exhibit as well as an exhibit showing all necessary amendments approved by the membership in order to effectuate the terms of the merger shall be the Articles of Incorporation of the surviving corporation as contemplated by these Articles of Merger and this Certificate of Amendment.

DATED this 11th day of DECEMBER, 1989 at, Pinellas County, Florida.

CHATEAUX VERSAILLES
CONDOMINIUM ASSOCIATION, INC.

Witnesses

[Signature]
[Signature]

(SEAL)

BY: George S. Frizzell
President

ATTEST: Donald C. Fernald
Secretary

STATE OF FLORIDA
COUNTY OF PINELLAS

I HEREBY CERTIFY that on this day before me, an officer duly authorized in the State and County aforesaid, to take acknowledgments, personally appeared GEORGE S. FRIZZELL and DONALD C. FERNALD to me know to be the President and Secretary respectively, of CHATEAUX VERSAILLES CONDOMINIUM ASSOCIATION, INC. and they severally acknowledged before me that they 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 11th day of DECEMBER, 1988.

[Signature]
Notary Public

My Commission Expires:

NOTARY PUBLIC, STATE OF FLORIDA
MY COMMISSION EXPIRES 12/31/91

CHATEAUX VERSAILLES TOO
CONDOMINIUM ASSOCIATION, INC.

Witnesses

Stephen James
[Signature]

BY: George S. Frizzell
President

(SEAL)

ATTEST: Donald C. Fennell
Secretary

STATE OF FLORIDA
COUNTY OF PINELLAS

I HEREBY CERTIFY that on this day before me, an officer duly authorized in the State and County aforesaid, to take acknowledgments, personally appeared GEORGE S. FRIZZELL and DONALD C. FENNEL to me know to be the President and Secretary respectively, of CHATEAUX VERSAILLES TOO CONDOMINIUM ASSOCIATION, INC. and they severally acknowledged before me that they 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 14th day of DECEMBER, 1988.

[Signature]
Notary Public

My Commission Expires:

CHATEAUX VERSAILLES FORE
CONDOMINIUM ASSOCIATION, INC.

Witnesses

Stephen James
[Signature]

BY: George S. Frizzell
President

(SEAL)

ATTEST: Donald C. Fennell
Secretary

STATE OF FLORIDA
COUNTY OF PINELLAS

I HEREBY CERTIFY that on this day before me, an officer duly authorized in the State and County aforesaid, to take acknowledgments, personally appeared GEORGE S. FRIZZELL and DONALD C. FENNEL to me know to be the President and Secretary respectively, of CHATEAUX VERSAILLES FORE CONDOMINIUM ASSOCIATION, INC. and they severally acknowledged before me that they 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 14th day of DECEMBER, 1988.

[Signature]
Notary Public

My Commission Expires:

ARTICLES OF INCORPORATION OF CHATEAUX VERSAILLES CONDOMINIUM ASSOCIATION, INC. (A FLORIDA CORPORATION NOT FOR PROFIT)

IN ORDER TO FORM A CORPORATION NOT FOR PROFIT UNDER AND IN ACCORDANCE WITH CHAPTER 617 OF THE FLORIDA STATUTES, WE, THE UNDERSIGNED HEREBY ASSOCIATE OURSELVES INTO A CORPORATION NOT FOR PROFIT FOR THE PURPOSES AND WITH THE POWERS HEREINAFTER SET FORTH AND TO THAT END, WE DO, BY THESE ARTICLES OF INCORPORATION, CERTIFY AND SET FORTH THE FOLLOWING:

ARTICLE I

NAME

THE NAME OF THIS CORPORATION SHALL BE CHATEAUX VERSAILLES CONDOMINIUM ASSOCIATION, INC., A CORPORATION NOT FOR PROFIT. (REFERRED TO HEREIN AS THE "ASSOCIATION").

ARTICLE II

PURPOSE OF ASSOCIATION

THE PURPOSE OF THE ASSOCIATION IS TO ADMINISTER, MANAGE AND OPERATE CHATEAUX VERSAILLES CONDOMINIUM.

ARTICLE III

POWERS

IN FURTHERANCE OF THE FOREGOING PURPOSES, THE ASSOCIATION SHALL HAVE THE FOLLOWING POWERS:

THE ASSOCIATION SHALL HAVE ALL OF THE COMMON LAW AND STATUTORY POWERS OF A FLORIDA CORPORATION NOT FOR PROFIT WHICH ARE NOT IN CONFLICT WITH THE CONDOMINIUM ACT OR THE TERMS AND CONDITIONS OF THE CONDOMINIUM DOCUMENTS)

THE ASSOCIATION SHALL HAVE ALL OF THE POWERS OF A CONDOMINIUM ASSOCIATION UNDER THE CONDOMINIUM ACT AND ALL OF THE POWERS GRANTED TO THE ASSOCIATION UNDER ANY OF THE CONDOMINIUM DOCUMENTS)

THE ASSOCIATION SHALL HAVE ALL OF THE POWERS REASONABLY NECESSARY TO IMPLEMENT THE PURPOSES OF THE ASSOCIATION SET FORTH IN THESE ARTICLES AND IN ANY OF THE CONDOMINIUM DOCUMENTS, INCLUDING BUT NOT LIMITED TO THE FOLLOWING POWERS, WHICH POWERS WILL BE EXERCISED IN ACCORDANCE WITH THE CONDOMINIUM ACT AND THE CONDOMINIUM DOCUMENTS:

- (1) TO MAKE, ESTABLISH, AMEND AND ENFORCE REASONABLE RULES AND REGULATIONS GOVERNING CHATEAUX VERSAILLES CONDOMINIUM AND THE USE OF CONDOMINIUM PROPERTY;
- (2) TO MAKE, LEVY, COLLECT AND ENFORCE ASSESSMENTS AGAINST OWNERS TO PROVIDE FUNDS TO PAY FOR THE EXPENSES OF THE ASSOCIATION AND THE ADMINISTRATION, MANAGEMENT, OPERATION AND MAINTENANCE OF CHATEAUX VERSAILLES CONDOMINIUM AND TO USE AND EXPEND THE PROCEEDS OF SUCH ASSESSMENTS IN THE EXERCISE OF THE POWERS AND DUTIES OF THE ASSOCIATION;

- (3) TO ADMINISTER, MANAGE AND OPERATE CHATEAUX VERSAILLES CONDOMINIUM AND TO MAINTAIN, REPAIR AND REPLACE THE CONDOMINIUM PROPERTY;

TO CONSTRUCT AND RECONSTRUCT CONDOMINIUM PROPERTY IN THE EVENT OF CASUALTY OR OTHER LOSS;

TO EMPLOY PERSONNEL, RETAIN INDEPENDENT CONTRACTORS AND PROFESSIONAL PERSONNEL, AND ENTER INTO ANY SUPPLY, SERVICE, MANAGEMENT OR OTHER AGREEMENTS AND CONTRACTS CONSISTENT WITH THE PURPOSES OF THE ASSOCIATION TO PROVIDE FOR THE ADMINISTRATION, MANAGEMENT AND OPERATION OF CHATEAUX VERSAILLES CONDOMINIUM AND THE ASSOCIATION AND THE MAINTENANCE, CARE AND REPAIR OF CONDOMINIUM PROPERTY

LL5212 PAGE 480

PETER LINONCELLO

ADDRESS
2312 HERON CIRCLE
CLEARWATER, FLORIDA 33528

MICHAEL LINONCELLO

2312 HERON CIRCLE
CLEARWATER, FLORIDA 33528

RONALD DANICO

13466 SOL VISTA DRIVE
LARGO, FLORIDA 33548

ARTICLE VII
OFFICERS

THE AFFAIRS OF THE ASSOCIATION SHALL BE MANAGED BY A PRESIDENT, A SECRETARY AND A TREASURER, AND, IF ELECTED BY THE BOARD AN ASSISTANT SECRETARY, AN ASSISTANT TREASURER AND SUCH OTHER OFFICERS AND ASSISTANT OFFICERS DESIGNATED BY THE BOARD, WHICH OFFICERS SHALL BE SUBJECT TO THE DIRECTIONS OF THE BOARD.

THE BOARD SHALL ELECT THE PRESIDENT, A SECRETARY, AND A TREASURER, AND AS MANY OTHER ASSISTANT SECRETARIES AND ASSISTANT TREASURERS AS THE BOARD SHALL FROM TIME TO TIME DETERMINE APPROPRIATE. SUCH OFFICERS SHALL BE ELECTED ANNUALLY BY THE BOARD AT THE FIRST MEETING OF THE BOARD PROVIDED, HOWEVER, SUCH OFFICERS MAY BE REMOVED BY THE BOARD AND OTHER PERSONS MAY BE ELECTED BY THE BOARD AS SUCH OFFICERS IN THE MANNER PROVIDED IN THE BYLAWS. THE PRESIDENT SHALL BE A DIRECTOR OF THE ASSOCIATION, BUT NO OTHER OFFICER NEED BE A DIRECTOR. THE SAME PERSON MAY HOLD TWO OFFICES THE DUTIES OF WHICH ARE NOT INCOMPATIBLE PROVIDED, HOWEVER, THE OFFICES OF PRESIDENT AND SECRETARY SHALL NOT BE HELD BY THE SAME PERSON.

THE NAMES OF THE OFFICERS WHO ARE TO SERVE UNTIL THE FIRST ELECTION OF OFFICERS BY THE BOARD ARE AS FOLLOWS:

PRESIDENT	PETER LINONCELLO
SECRETARY	MICHAEL LINONCELLO
TREASURER	RONALD DANICO

ARTICLE VIII

BOARD OF DIRECTORS

THE NUMBER OF DIRECTORS ON THE FIRST BOARD OF DIRECTORS SHALL BE THREE (3). THE NUMBER OF DIRECTORS ON THE BOARD THEREAFTER SHALL BE NOT LESS THAN THREE (3).

THE NAMES AND ADDRESSES OF THE PERSONS WHO ARE TO SERVE AS DIRECTORS ON THE FIRST BOARD UNTIL THE FIRST ELECTION OF THEIR RESPECTIVE SUCCESSORS IN ACCORDANCE WITH THIS ARTICLE VIII ARE AS FOLLOWS:

NAMES	ADDRESSES
PETER LINONCELLO	2312 HERON CIRCLE CLEARWATER, FLORIDA 33528
MICHAEL LINONCELLO	2312 HERON CIRCLE CLEARWATER, FLORIDA 33528
RONALD DANICO	13466 SOL VISTA DRIVE LARGO, FLORIDA 33548

OR.5212 PAGE 483

ARTICLE XII

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 HERELINTO AFFIXED THEIR SIGNATURES THIS 16th DAY OF February, 1981.

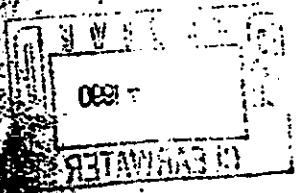
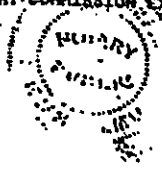
Peter Limoncello
.....
PETER LIMONCELLO
Michael Limoncello
.....
MICHAEL LIMONCELLO
Ronald Danico
.....
RONALD DANICO

STATE OF FLORIDA
COUNTY OF PINELLAS

PETER LIMONCELLO, MICHAEL LIMONCELLO, AND RONALD DANICO, 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. J. Taulman
.....
NOTARY PUBLIC

MY COMMISSION EXPIRES: 7/13/81



CERTIFICATE OF AMENDMENT
TO THE ARTICLES OF INCORPORATION OF
CHATEAUX VERSAILLES CONDOMINIUM ASSOCIATION, INC.

WE HEREBY CERTIFY THAT the attached amendment to the Articles of Incorporation of Chateaux Versailles Condominium Association, Inc., a corporation not-for-profit organized in the laws in the State of Florida, filed on February 25, 1981, Charter No. 756507, was duly adopted in the manner provided in Article X of the Articles of Incorporation, at a meeting held on November 30, 1989.

IN WITNESS WHEREOF, we have affixed our hands this 5th day of January, 1989, at Pinellas County, Florida.

CHATEAUX VERSAILLES CONDOMINIUM ASSOCIATION, INC.

(SEAL)

Witnesses:

Cathy M. Garcia
Carol Robson

By: George Frizzell
GEORGE FRIZZELL, President

Attest: Eleanor Hering
ELEANOR HERING, Secretary

STATE OF FLORIDA)
) SS
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.

Carol Robson
Notary Public

My commission expires:

Notary Public, State of Florida at Tampa
My Commission Expires 08/01/1991

ADOPTED AMENDMENT TO ARTICLES OF INCORPORATION
OF CHATEAUX VERSAILLES CONDOMINIUM ASSOCIATION, INC.

Additions indicated by underlining
Deletions indicated by striking-through

ARTICLE 2.

PURPOSE OF ASSOCIATION.

1. The purpose of the Association is to administer, manage and operate Chateaux Versailles Condominium, Chateaux Versailles Too, a Condominium and Chateaux Versailles Fore, a Condominium and to service the operating entity for all three (3) referenced condominiums as a result of adoption of a Plan of Merger and Articles of Merger adopted by the members of Chateaux Versailles Condominium Association, Inc., Chateaux Versailles Fore Condominium Association, Inc. and Chateaux Versailles Too Condominium Association, Inc.

PINELLAS COUNTY FLA.
INST # 90-045724

*** OFFICIAL RECORDS ***
BOOK 7203 PAGE 1043

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

WE HEREBY CERTIFY THAT the attached amendment to the Declaration of Condominium, as described in Book 5495 at Page 1299 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 XXIII, that is by an affirmative vote of those unit owners entitled to exercise 75% of the total voting power of Chateaux Versailles Too Condominium Association, Inc.

IN WITNESS WHEREOF, we have affixed our hands this 5 day of January, 1989, at Pinellas County, Florida.

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

CHATEAUX VERSAILLES TOO CONDOMINIUM ASSOCIATION, INC.

(SEAL)

Witnesses:

Carol Gibson
Cathy Lancia

By: George Frizzell
GEORGE FRIZZELL, President

Attest: Eleanor Hering
ELEANOR HERING, Secretary

STATE OF FLORIDA)
COUNTY OF PINELLAS) SS

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 5 day of January, 1989.

Carol Gibson
Notary Public

CAROL A. GIBSON
My Commission Expires:
NOTARY
PUBLIC
Notary Public, State of Florida at Large
Commission Expires DEC. 9, 1991

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

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PO Box 2823
Clearwater FL 34617

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 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.

24113448 RMH 02-19-90 16:10:14
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RECORDING 1 \$10.50

TOTAL: \$10.50
CHECK AMT. TENDERED: \$10.50
CHANGE: \$0.00

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

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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 XXIII, 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 10th day of January, 1989, at Pinellas County, Florida. *Joh*

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

CHATEAUX VERSAILLES FORE
CONDOMINIUM ASSOCIATION, INC.

Witnesses:

Cathy Gibson
Paul D. Gibson

(SEAL)

By: *George Prizzell*
GEORGE PRIZZELL, President

Attest: *Eleanor Hering*
ELEANOR HERING, Secretary

Return to: *Director, Fonaroff*
90 Box 2823
Clearwater, Fl 34617

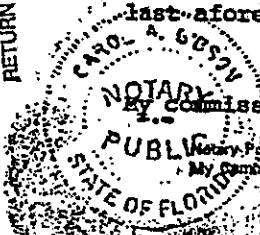
STATE OF FLORIDA)
COUNTY OF PINELLAS) SS

BEFORE ME, the undersigned authority, personally appeared GEORGE PRIZZELL, 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 10th day of January, 1989.

Paul D. Gibson
Notary Public

RETURN TO:



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

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).

24113449 RMH 02-19-90 16:10:30
01
RECORDING 1 \$10.50
TOTAL: \$10.50
CHECK AMT. TENDERED: \$10.50
CHANGE: \$0.00

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11 3010 - 00000689
AFF-ROBERT L. TANKE
RECORDING 1 \$6.00

TOTAL: \$6.00
CHARGE AMOUNT \$6.00

DECLARATION OF CONDOMINIUM

CHATEAUX VERSAILLES TOO, A CONDOMINIUM

Declaration made August 3rd, 1982, pursuant to Chapter 718 of the Florida Statutes, by J.P. Sunrise Development, Inc., a Florida Corporation organized and existing under the laws of Florida, having its principal offices at 9071 Park Blvd. N., Seminole, Florida, and hereinafter referred to as Developer.

1. Submission of property. Developer, who is owner in fee simple of the land described below, the building, and all other improvements constructed or currently being constructed thereon, together with all easements, rights and appurtenances belonging thereto, and all other property, personal or mixed, intended for use in connection therewith, hereinafter collectively referred to as the property, hereby declares certain divisions, covenants, restrictions, limitations, conditions, and uses respecting the property intending thereby to submit the property to the provisions of Chapter 718 of the Florida Statutes, hereinafter referred to as the Condominium Act, and further intending thereby to create covenants running with the land and binding developer and its successors and assigns forever.

2. Name of condominium. The name by which the property shall hereafter be known is Chateaux Versailles Too, A Condominium.

3. Description of land. The land on which the building and improvements constituting the property are located and consists of Portion of Lot 1, Block 1, MEADOWLAWN 62nd AVENUE ADDITION Partial Replat, as recorded in Plat Book 85, Page 68, Public Records of Pinellas County, Florida, shown in site plan attached hereto as Exhibit C.

4. Description of building. The building constructed on the land is constructed principally of concrete block, concrete and wood consists of a ground floor and one upper floor above the ground floor, comprising a total building area of 21272 square feet, of which 17472 square feet constitutes 16 apartment units, 6600 square feet, exclusive of entry and exit ramps, constitutes parking facilities for approximately 33 vehicles, and 40366 square feet constitutes common elements as hereinafter set forth. The building is shown and described in more detail in the sketches, surveys, and plans attached hereto as Exhibits B through G.

5. Units. In the upper floor of the two buildings there are 4 apartment units, which are numbered consecutively from 1 thru 4 on each floor. These numbers are preceded by the hundredths that corresponds to each floor; for example, those on the first floor will bear the numbers "101", "102", etc., those on the second floor will bear the numbers "201", "202", etc. Hereinafter such apartment units will be referred to as Unit Type Number One, Unit Type Number Two, etc., respectively. All units are shown and identified on the sketches and plans comprising description of improvements attached hereto as Exhibits D through G.

Each unit is equipped with stainless steel kitchen sink, wall cabinets, range, dishwasher, refrigerator-freezer, and vitreous enamel bathtub, toilets and wash basins.

As shown on the floor plans (Exhibits D through G) each unit consists of the area enclosed at its sides by the unit side of the block work of exterior walls of the building; the unit side of block work of walls and partitions separating the unit from mechanical

equipment spaces and other common elements; where walls and partitions containing block work separate the unit from other units, in each case up to and not including the unit side of such block work; and where plaster partitions separate units from each other, in each case to the center line of the plaster on the unit side of such partitions.

(a) Unit Type Number One: This is a rectangular shaped apartment, measuring 42 feet long by 26 feet wide, making a total area of 1092 square feet. Its main door has access to the corridor of the floor on which it is located.

The unit consists of the following rooms and areas: A hall of 59 square feet; a living room of and square feet; a dining room of 285 square feet; a kitchen of 103 square feet, which includes stainless steel sinks, a range, make and model Frigidaire RGC-32HB, color almond, a dishwasher, make and model Frigidare - DWU-11J, color almond, a refrigerator-freezer, make and model Frigidaire FPI 17TJ, color almond, and wall cabinets; two bedrooms, one of 122.63 square feet and one of 180 square feet, and two bathrooms of 39 and 33 square feet, including vitreous enamel basin bathtub, and toilet.

6. Common elements. The common elements, shown in detail in relation to the various units in Exhibit H hereto, consists of the following:

- a. The parcel of land described above.
- b. Parking facilities for approximately 33 vehicles consisting of 6600 square feet.
- c. The ground floor, consisting of 3688 square feet.
- d. The following facilities located on the ground floor:

e. The following facilities located throughout the project:

(1) The foundation, columns, girders, beams, supports, exterior walls (not including portions thereof on unit sides of the block work of such walls), walls and partitions separating units from mechanical equipment spaces and other common areas (not including portions on unit sides of the block work of such walls), all block work walls separating units, those portions of plaster partitions separating units between the center lines of the plaster on each side of such partition, all concrete floors and ceilings, and all roofs.

(2) All halls, corridors, lobbies, balconies, fire escapes, pavements, entrances and exits of the building.

(3) 4 stairways, referred to in Exhibits B & C as stairway of 147 each floor square feet, leading from the ground floor to the roof of the building.

XX.

(5) Central and appurtenant installation for services such as power, telephone, light, gas, hot and cold water, heating, and air conditioning.

(6) All sewer pipes.

(7) All other parts of the property necessary or convenient to its existence, maintenance, and safety, or which are normally in common use.

7. Ownership of common elements. Each owner of a unit shall own in fee simple absolute a proportionate, undivided interest in the aforesaid common elements listed under letters "a" through "e" of paragraph 6 equal to the proportion that the value of such unit bears to the total value of all units, as follows:

	<u>Unit Type</u>	<u>Value of Unit</u>	<u>Value of all units</u>	<u>Percentage</u>
Building No. 4	No. 101	\$41,990.00	\$671,840.00	.0625
	No. 102	"		
	No. 103	"		
	No. 104	"		
Building No. 4	No. 201	"	"	"
	No. 202	"		
	No. 203	"		
	No. 204	"		
Building No. 5	No. 101	"	"	"
	No. 102	"		
	No. 103	"		
	No. 104	"		
Building No. 5	No. 201	"	"	"
	No. 202	"		
	No. 203	"		
	No. 204	"		

8. Proportionate representation; participation in common expenses. Each unit owner shall share in the common expenses, as hereinafter defined, and in the total voting power of the association of owners, in accordance with such unit owner's interest in the common elements as set forth above. However, such proportionate representation may be limited in accordance with the provisions of the bylaws, attached hereto.

For purposes of this declaration, "common expenses" means expenses for which unit owners shall be proportionately liable, including (1) all expenses of administration, maintenance, repair, and replacement of the common elements, (2) expenses agreed upon as common expenses by all unit owners, and (3) expenses declared common expenses by or pursuant to the provisions of the Condominium Act, this declaration, or the bylaws.

9. Covenants and agreements. Developer, its successors and assigns, by this declaration, and all future owners of units, by acceptance of their respective unit deeds, hereby covenant and agree as follows:

a. The common elements shall remain undivided, and no right shall exist to partition or divide any of them, except when withdrawal of the property from the Condominium Act is authorized by all unit owners and the holders of all mortgages or other liens affecting all units, or directed by a court of equity as provided by law. On such authorization, all unit owners, mortgagees, and lienors shall execute and file for record in the office where this declaration is filed, an instrument of revocation of this declaration. On the filing of such instrument of revocation, the owners shall become tenants in common of the property, and each shall own an undivided interest therein equal to the percentage of his undivided interest in the common elements before the filing of such instrument. On the filing of such instrument of revocation, each lien on an individual unit shall become a lien on the individual undivided interest of the owner of such unit as tenant in common of the entire property. Removal of the property from the Condominium Act shall not bar subsequent resubmission to the provisions of such Act in accordance with the terms thereof.

b. If any portion of the common elements encroaches on any unit, or if any unit encroaches on any other unit, or any portion of the common elements, as a result of the construction of the building; or if any such encroachment shall occur as a result of settling or shifting of the building, a valid easement for such encroachment and for the maintenance of the same so long as the building stands, shall exist. If the building, or any common element or any unit therein, is partially or totally destroyed as a result of fire or other casualty, or as a result of condemnation or eminent domain proceedings, and then rebuilt, the minor encroachments of parts of the common elements on any unit, or of any unit on any other unit or on any portion of the common elements, due to such rebuilding, shall be permitted, and valid easements for such encroachments and the maintenance thereof for so long as the building stands, shall exist.

c. Each unit owner shall have an easement in common with the owners of all other units.

(1) To use all streets, walks, and other rights of way serving the units of the condominium as part of the common elements and providing access to the streets and other public ways of the City of St. Petersburg; and

(2) To use all pipes, wires, ducts, cables, conduits, public utility lines, and other common elements located in any of the other units and serving his unit.

Each unit shall also be subject to such easements in favor of the owners of all other units, but each unit shall have an easement for the exclusive use of any balcony to which it has sole access. The governing board, on behalf of all unit owners, shall have a right of access to each unit to inspect the same, and to maintain, repair, or replace the common elements therein or appurtenant thereto.

d. Each unit space shall be occupied and used by its respective owner only as private dwellings for the owner, his family, tenants, and social guests, and for no other purpose whatsoever.

e. Each owner of a unit or units shall, automatically on becoming owner of such unit or units, become a member of Chateaux Versailles Too Condominium Association, hereinafter

referred to as the association, and shall remain a member thereof until such time as his ownership shall for any reason cease, at which time his membership in the association shall likewise cease.

f. Each unit owner shall, immediately on becoming an owner thereof, grant to the governing board, on behalf of all unit owners, an irrevocable power of attorney coupled with an interest, to acquire title to or lease any unit whose owner desires to surrender, sell, or lease the same, or that may be the subject of a foreclosure or other judicial sale, and to convey, sell, lease, sublease, mortgage, or otherwise deal with any unit so acquired.

g. Any unit leased or acquired by the governing board in any manner whatsoever, shall be held by the board on behalf of all unit owners, in proportion to the respective common interests of such owners as set forth above.

h. Administration of the condominium shall be in accordance with the provisions of this declaration and the bylaws of the association, attached hereto.

i. Each unit owner, and all occupants of units shall comply with the provisions of this declaration, their unit deeds, and the bylaws, rules, regulations, decisions, and resolutions of the association, as lawfully amended from time to time. Failure to comply with any such provisions, decisions or resolutions shall be grounds for an action for damages, injunctive relief, or both, maintainable by the association or by any unit owner or by any person who holds a blanket mortgage or unit mortgage and is aggrieved by any such noncompliance.

j. No owner of a unit may exempt himself from liability for his proportionate share of the common expenses by waiver of the use or enjoyment of any of the common elements, or by abandonment of his unit.

10. Assessment liens. The association shall have a lien on each unit for any unpaid assessments duly assessed against such unit, together with interest thereon and reasonable attorneys' fees paid or incurred by reason of the nonpayment thereof. Any such lien may be foreclosed by suit brought in the name of the association in the same manner as a suit to foreclose a mortgage on real property, and the association shall have the power to bid on the unit at any such foreclosure sale, and to acquire, hold, lease, mortgage and convey the same. Suit to recover a money judgment for unpaid assessments may also be maintained without foreclosing or waiving the lien securing the same.

11. Acquisition of unit at foreclosure sale; effect. Where the mortgagee of the first mortgage of record, or other purchaser of a unit obtains title to such unit as a result of the foreclosure of a mortgage, such purchaser, his heirs, successors and assigns, shall not be liable for the share of the common expenses or assessments by the association chargeable to such unit for any period prior to the acquisition of title to such unit by such purchaser. Any such unpaid share of common expenses or assessments shall be deemed common expenses collectible from all units, including the unit acquired by such purchaser, his heirs, successors and assigns.

12. Destruction of or damage to property; effect. In the event of any damage to or destruction of (a) any improvements on the condominium property or any part thereof or (b) any common element or elements or any part thereof, required by this declaration, the bylaws, or by law to be insured by the association, such improvements or common elements shall be promptly repaired and restored by the association using the proceeds of such insurance. If such proceeds are inadequate to cover the cost of such repair and restoration, unit owners shall be assessed on an equitable basis according to the benefit derived by them from such repair and restoration. However, if (a) the proceeds of such insurance are inadequate by a substantial amount to cover

estimated costs of repair and restoration of an essential improvement or common element, or (b) such damage constitutes substantially total destruction of the condominium property or of one or more buildings comprising the condominium property, or (c) those unit owners entitled to exercise seventy-five percent (75%) or more of the total voting power held by those unit owners directly affected by such damage or destruction, voting in accordance with the procedure established in the bylaws, shall determine not to repair or restore, the association shall proceed to realize the salvage value of that portion of the condominium property so damaged or destroyed by sale or otherwise, and shall collect the proceeds of any insurance. Thereupon the net proceeds of such sale or other disposition of the property, together with the proceeds of any insurance, after making provision for the removal of all debris and the restoration of the land to level grade, if appropriate, shall be considered as one fund and shall be divided among unit owners directly affected by such damage or destruction in proportion to their respective undivided ownership of the common elements. Any liens or encumbrances on any affected unit shall be relegated to the interest of the owner thereof in the fund.

13. Rental of units. Units shall not be rented for transient or hotel purposes, which are defined as: (1) rental for any period of less than 20 days.

14. Eminent domain. If all or any part of the common elements shall be taken, injured, or destroyed by eminent domain, each unit owner shall be entitled to notice of such taking and to participate through the association in all condemnation and other proceedings. Any damages shall be for the taking, injury, or destruction as a whole and shall be collected by the association and distributed by it among unit owners in proportion to their respective undivided interests in the common elements or limited common elements so taken, injured, or destroyed, except that such funds as are deemed by the association necessary or appropriate to be applied to the repair or restoration of property so injured or destroyed may be so applied.

15. Fire and extended coverate insurance. The governing board of the association, or the managing agent, shall obtain and continue in effect insurance against loss by fire or other casualties normally covered under broad-form fire and extended coverate insurance as written in Florida, covering all common elements, all limited common elements, all structural portions of the condominium property, and all units, but not including furniture, fixtures, decorations, equipment or the like installed or placed therein by unit owners, in an amount satisfactory to mortgagees holding first mortgages on the units, but in any event not less than _____ per cent of the assessed value thereof. The premiums for such insurance shall be a common expense to be paid by monthly assessments levied by the governing board. In the event of any damage to or destruction of any portion of the property so insured, insurance proceeds shall be collected, applied, and disbursed as provided in Paragraph 12 of this declaration.

16. Liability insurance. The governing board of the association, or the managing agent, shall obtain and continue in effect insurance against liability for personal injury and death and for damage to property arising from accidents occurring within the common elements in such amounts, satisfactory to mortgagees holding first mortgages on the units, as shall be determined by the governing board.

17. Insurance by association; effect Any insurance obtained or maintained by the association or the governing board thereof, or by any managing agent retained by the association or governing board, shall be without prejudice to the rights of unit owners to obtain and maintain such unit insurance as they see fit.

18. Conveyance of units; liability for assessments. Whenever a unit is voluntarily conveyed, the grantee shall be jointly and severally liable with the grantor for all unpaid assessments by the association against the latter for his share of common expenses up to the time of conveyance, without prejudice to the grantor's right to recover from grantor any amount paid by the grantee for such assessments. Any grantee or mortgagee shall be entitled, within 30 days after request therefor, to a certificate from the governing board of the association setting forth the amount of any unpaid assessments due the association from the grantor, and any person, other than the grantor, who relies on such certificate shall be entitled to rely thereon, and shall not be liable for any amount in excess of the amount set forth in such certificate.

19. Agreements and determinations of association. All agreements and determinations lawfully made by the association in accordance with the voting percentages established in the bylaws annexed hereto, shall be binding on all unit owners, their heirs, successors and assigns.

20. Duties and liabilities of developer. So long as a developer, its successors and assigns, owns one or more of the units established and described herein, developer, its successors and assigns shall be subject to the provisions of this declaration and of all exhibits attached hereto. Developer covenants to take no action that would adversely affect the right of the association with respect to assurances against latent defects in the property, or other rights assigned to the association by reason of the establishment of the condominium.

21. Unit owners' association. The administration and management of the condominium shall be vested in an association, to be known as Chateaux Versailles Too Condominium Association, Inc., a corporation not for profit and shall be governed by bylaws.

22. Delegation of managerial and administrative duties. Any right, privilege, or duty herein granted to or imposed on the association or the governing board thereof other than the determination and levy of assessments for common charges and the enforcement of liens for failure to pay the same, may be delegated to a professional corporate managing agent by mutually binding contract entered into between the president or authorized agent of the association and such managing agent.

23. Amendment of declaration. This declaration may be amended or supplemented by the affirmative vote of those unit owners entitled to exercise seventy-five (75%) percent of the total voting power of the association, cast in person or by proxy at a meeting duly called and held in accordance with the bylaws. No such amendment shall be effective until recorded in the office of the Clerk of the Circuit Court of Pinellas County, Florida.

24. Invalidity. If any one or more provisions of this declaration are declared invalid, such invalidity shall in no way impair or affect the validity, enforceability, or effect of the remainder of this declaration.

25. Waiver. No provision contained in this declaration shall be deemed waived by reason of any failure to enforce the same, irrespective of the number of violations or the consistency of such failure of enforcement.

26. Captions. Captions are inserted in this declaration for convenience and reference only, and shall not be taken in any

to limit or describe the scope of this declaration or any provision hereof.

In witness whereof, developer has executed this declaration of condominium on the date first above written.

Executed in the presence of:

Jeffrey A. Chadwick
Gilbert J. Rooth

J. P. Sunrise Development, Inc.

By: *John Pearce*
John Pearce, President

STATE OF FLORIDA)
COUNTY OF PINELLAS)

I HEREBY CERTIFY that on this 3rd day of August, 1982, before me, personally appeared John Pearce as President of J.P. Sunrise Development, Inc., a corporation under the laws of the State of Florida, to me known to be the person described in and who executed the foregoing instrument and acknowledged the execution thereof to be his free act and deed as such officer, for the uses and purposes therein mentioned, and he affixed thereto the official seal of said corporation, and the said instrument is the act and deed of said corporation.

Witness my hand and official seal at Seminole, Pinellas County, Florida, the day and year last aforesaid.

My Commission Expires:

NOTARY PUBLIC STATE OF FLORIDA AT LARGE
MY COMMISSION EXPIRES SEP. 24 1982
BONDED \$25,000.00 PAID \$100.00

Gilbert J. Rooth
Notary Public



This instrument was prepared by: Gilbert J. Rooth
9065 Park Blvd. N
Seminole, Florida 33543

PINELLAS COUNTY FLA.
INST # 90-045724

*** OFFICIAL RECORDS ***
BOOK: 7203 PAGE: 1043

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

WE HEREBY CERTIFY THAT the attached amendment to the Declaration of Condominium, as described in Book 5495 at Page 1299 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 XXIII, that is by an affirmative vote of those unit owners entitled to exercise 75% of the total voting power of Chateaux Versailles Too Condominium Association, Inc.

IN WITNESS WHEREOF, we have affixed our hands this 5 day of January, 1989, at Pinellas County, Florida.

RECORDING
REC 10⁵⁰
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FEES _____
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REV _____
TOTAL 10⁵⁰

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

CHATEAUX VERSAILLES TOO
CONDOMINIUM ASSOCIATION, INC.

Witnesses:

Paul Gibson
Cathy Garcia

(SEAL)

By: George Frizzell
GEORGE FRIZZELL, President

Attest: Eleanor Hering
ELEANOR HERING, Secretary

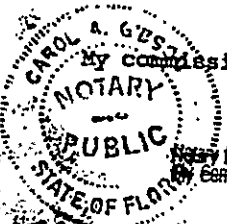
STATE OF FLORIDA)
COUNTY OF PINELLAS) SS

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 5 day of January, 1989.

Paul Gibson
Notary Public

RETURN TO: Dieren, P.O. Box 2823
Clearwater, FL 34617



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

OFFICIAL RECORDS
BOOK 7203 PAGE 1044

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 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.

24113448 RMH 02-19-90 16:10:16
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RECORDING 1 \$10.50
TOTAL: \$10.50
CHECK AMT. TENDERED: \$10.50
CHANGE: \$0.00

C.393

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

RECORDING
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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 XXIII, 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 5th day of January, 1989, at Pinellas County, Florida.

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

CHATEAUX VERSAILLES FORE
CONDOMINIUM ASSOCIATION, INC.

Witnesses:

(SEAL)

Cathy Gibson
Paul N. Booth

By: George Frizzell
GEORGE FRIZZELL, President

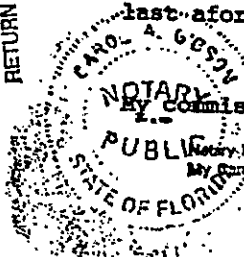
Attest: Eleanor Hering
ELEANOR HERING, Secretary

STATE OF FLORIDA)
COUNTY OF PINELLAS) SS

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, 1989.

RETURN TO:
P.O. Box 2823
Clearwater, FL 34617



Paul N. Booth
Notary Public

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

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 776, 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).

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RECORDING 1 \$10.50
TOTAL: \$10.50
CHECK AMT. TENDERED: \$10.50
CHANGE: \$0.00

