



Long Bayou Condominium Association, Inc.
9777 62nd Terrace No., St. Petersburg, Florida 33708
Phone : (727) 391-7414 Fax: (727) 391-7484
E-Mail: Lcondo5@Tampabay.rr.com
www.longbayoucondos.com

Condominium Documents



Long Bayou

Oral representations cannot be relied upon as directly stating the representations of the developer. For correct representations, reference should be made to this brochure and to the documents required by Florida statutes 711.70(1)

EXHIBIT 'G'
LONG BAYOU CONDOMINIUM UNIFORM RULES AND REGULATIONS
Adopted February 1977 as amended through November 15, 2016.

1. The sidewalk, entrances, passages, elevators, vestibules, stairways, corridors, halls and all of the common elements of the condominium community must not be encumbered or used for any purpose other than ingress and egress to and from the premises, nor shall any carriages, bicycles, wagons, shopping carts, benches, tables or any other object of a similar type and nature be stored therein. Children shall not loiter on the common elements nor play thereon except in such area and under the Rules and Regulations as determined by the Association.
2. No garbage cans, supplies, or other articles shall be placed on the common elements of the condominium community except as authorized by the Association, nor shall any linens, cloths, clothing, curtains, rugs, mops, or laundry of any kind or other articles, be shaken or hung from any of the windows, doors, porches, patios, or entry ways, or exposed on any part of such common elements. Refuse and bagged garbage shall be deposited only in the area provided therefore. Fire exits shall not be obstructed in any manner and the common elements of the condominium community shall be kept free and clear of rubbish, debris and other unsightly material. No clothesline or similar device shall be allowed on any portion of the condominium property, nor shall clothes be hung anywhere within the condominium property except within a unit. Provided, however, a unit owner may place decorations commemorating National Holidays, upon the common elements provided that said decorations are erected no more than ten (10) days before the holiday and removed no more than (10) days after the holiday. Provided, further, however, a unit owner may place Christmas and Hanukkah decorations upon the common elements for the month of December. All such decorations shall be subject to such further rule and regulations as the Board of Directors adopts,
3. No unit owner shall allow flowerpots on windowsills, porches, patios, entryways or doors, nor shall he sweep any dirt or other substance from his unit onto the common elements of the condominium community.
4. No unit owner shall store or leave trailers, boats, motor homes, travel trailers, campers or vans of any description on the condominium property except in such area, if any, as designated by the Association.

No one is permitted to live, sleep, or prepare food or eat in any recreational or other vehicle on these premises.

- 5. Employees of the Association or management firm shall not be sent off the condominium property by any unit owner at any time for any purpose. No unit owner or resident shall direct, supervise or in any manner attempt to assert any control over the employees of the Association or such management company.**
- 6. The parking facilities shall be used in accordance as adopted by the Association. No vehicle which cannot operate on its own power shall remain on the condominium property for more than twenty-four (24) hours, and no repair of vehicles shall be made on the condominium property. All vehicles must have current license tags. Vehicles must have a Long Bayou decal or visitor pass displayed at all times when on the condominium property. Washing of vehicles will not be permitted under the carports.**
- 7. Servant and domestic help of the unit owners may not gather or lounge in the public area, nor use recreation area facilities.**
- 8. No unit owner shall make or permit any disturbing noises by himself, his family, servants, employees, agents, or guests, nor do or permit anything by such persons that will interfere with the rights, comforts or conveniences of the unit owners. No unit owner shall play upon or suffer to be played upon any musical instrument, or operate or suffer to be operated, a phonograph, television, radio or sound amplifier, in such manner as to disturb or annoy other occupants of the condominium community. All parties shall lower the volume of all of the foregoing or any similar device as of 11:00 P.M. No unit owner shall conduct or permit to be conducted, vocal or instrumental instruction at any time.**
- 9. Any antenna or aerial erected or installed on the exterior walls of a unit or on the common elements of the condominium community, (which includes the roof) without the consent of the Association, in writing, is liable to removal without notice and at the cost of the unit owner for whose benefit the installation was made.**
- 10. No sign, advertisement, notice or other lettering shall be exhibited, displayed, inscribed, painted or affixed in, or upon any unit, or any other condominium property by any unit owner or occupant without written permission of the Association. The foregoing includes signs within a unit which are visible from outside.**

11. **No awning, canopy or other projection, except hurricane shutters that conform to Association standards, shall be attached to or placed upon the outside walls or doors or roof of a unit or building. Patios or porches may not be enclosed (which includes the screening of same) nor may anything be affixed to the walls within such patios or porches or any entryway. Entryways may not be enclosed in any manner whatsoever. Nothing of any description can be erected on condominium property without consent of the Association except for temporary scaffolding or similar structures necessary during repairs.**
12. **Porch furniture of any kind may not be left on the walkways overnight.**
13. **No cooking shall be permitted on any porch, patio or entry way nor on the condominium property, except in a designated area so assigned for such use by the Association.**
14. **Complaints regarding the services of the condominium community shall be made in writing to the managing agent of the Association.**
15. **No flammable, combustible or explosive fluid, chemical or substance, shall be kept in any unit or the common elements or storage areas, except such as are required for formal household use.**
16. **Each unit owner who plans to be absent from his unit during the hurricane season must prepare his unit prior to his departure.**
17. **No one under the age of eighteen (18) shall be permitted to enter and use the Recreation Building facilities. This does not apply to the use of the rest room facilities. No one under the age of eighteen (18) shall be permitted to enter and use the facilities of the Auditorium, Lounge, Bar room, Pool room, Jacuzzi, or Workshop, except that the Board of Directors may permit persons under the age of eighteen (18) to enter and use such facilities for:**
 - a. **Private Parties**
 - b. **Wednesday Coffee Klatch Meetings**
 - c. **Any Social function held under the auspices of the Association, Social Club, Little Theater Group or any other group or club comprised of members of the Association.**
18. ~~**Designated time for use of the pool by visiting children accompanied by an adult from the unit he or she is visiting shall be from 10:00 A.M. until 1:00 P.M. and 4:00 P.M. to 6:00 P.M. daily. No one under the age of eighteen (18) is allowed in the whirlpool at any time. No bathing equipment such as flippers, floats, etc. can ever be used in the**~~

PLEASE NOTE:

#18 IS UNENFORCEABLE AS STRIKED THROUGH ABOVE.

pool. No diving, cannon balling, back flips or horseplay is permitted. Every one must be properly attired, no babies nude or in diapers are allowed in the pool. Each swimmer is to conduct themselves as to not disturb others.

- 19. Dogs and cats must be leashed at all times and walked in the designated areas. This provision shall be strictly enforced. Pets are allowed per the Condominium documents (Article XX Paragraph C). Renters are not allowed to have pets. Owners are not allowed to baby sit pets for non-residents. No visitor will be allowed to enter the condominium community with any household pet.**
- 20. Children who are guests of residents shall not be permitted to play in the walks, corridors, elevators or stairways of any building. Skating is not permitted in the pool area, shuffleboard court or recreation area walkways.**
- 21. Activities of any nature and description of any outside group, secret society, political gathering or activity of any nature and description, club, fraternities, guilds, associations or corporations are prohibited from the use of the auditorium or any other recreation facility.**
- 22. No unit owner shall be assigned or use more than one (1) covered parking space, except as hereinafter provided, and a lessee of such unit owner shall be limited to such assigned covered parking space. Any unit owner who wishes to permit another person to use his assigned covered parking space shall provide such permission in writing and shall submit a copy of such written permission to the manager. A second car shall be parked in such area as may be specified by the Association.**
- 23. Only street apparel shall be allowed while on or about the premises of the condominium community. Bare feet are not allowed except at poolside. No one shall be attired in a bathing suit on or about the premises unless they are wearing a beach robe, or other cover-up.**
- 24. All overnight guests of unit owners must be registered with the office and list the length of their stay over twenty-four (24) hours. Notification of use of unit must be in writing by owner prior to occupancy of unit.**
- 25. All residents and guests must conform to the rules posted for use in and around the pool and other recreation facilities by the Association. In the future the Association may require and make available some form of identification.**

26. **All vehicles must be parked in parking spaces so that the front of the vehicle faces into the curbing.**
27. **Any change in the occupancy or ownership of your unit must be put in writing and notification given to the management.**
28. **There shall be no smoking (either tobacco or electronic) in the clubhouse, swimming pool or within two hundred fifty (250) yards of either facility.**

POLICY FOR RENTERS

- ALL OWNERS PLANNING ON RENTING THEIR UNITS MUST OBTAIN A LEASE APPLICATION FORM FROM THE MANAGEMENT OFFICE, HAVE THEIR PROSPECTIVE RENTERS FILL IT OUT AND RETURN IT TO THE OFFICE ALONG WITH A COPY OF THE LEASE FOR BOARD APPROVAL, AT LEAST THREE (3) DAYS PRIOR TO ARRIVAL DATE OF RENTERS. ALL **FIRST-TIME** RENTERS MUST REPORT TO THE OFFICE WITHIN 48 HOURS FOR AN INTERVIEW, A COPY OF THE RULES AND REGULATIONS, AND A GREEN PARKING PERMIT. **NO RENTER WILL BE ALLOWED ACCESS TO LONG BAYOU WITHOUT BOARD APPROVAL**
2. ALL RENTALS ARE TO BE FOR NO LESS THAN THREE (3) MONTHS.
 3. ALL RENTERS FOR 6 MONTHS OR MORE WILL HAVE THEIR NAMES POSTED ON THE DIRECTORY BOARDS.
 4. RENTERS ARE ENTITLED TO USE THEIR UNIT OWNERS PARKING SPACE AND, IF THEY HAVE TWO CARS, THEY MAY USE ONE GUEST PARKING SPACE.

RENTERS MUST BE 55 OR OLDER

RENTERS AND GUESTS ARE NOT ALLOWED TO HAVE PETS

No passes or access information will be provided until the following has been submitted and approved.

1. Completed/Signed Lease Application _____
2. Lease Agreement with Owner (copy) _____
3. Copy of Driver's License/ID of Renter _____
4. \$25.00 Application Fee to Long Bayou Association _____

(If the above items are not turned in to the office a minimum of 3 days prior to the rental occupancy, there will be an additional late registration charge of \$100.00)

Pending Items:

I/We the renter have received a copy of the Long Bayou Rules and Regulations and will adhere to them accordingly.

Renter Signature: _____ Print Name: _____ Date: _____

Below for Office Use Only

File Reviewed by: _____ Date: _____

This Instrument Prepared
By and Return to:
Peter T. Hofstra, Esquire
8640 Seminole Blvd.
Seminole, FL 33772
#10179.26471 Long Bayou
PTH:kh

KEN BURKE, CLERK OF COURT
AND COMPTROLLER PINELLAS COUNTY, FL
INST# 2017376357 12/12/2017 08:26 AM
OFF REC BK: 19871 PG: 1444-1447
DocType:CONDO RECORDING: \$35.50

**CERTIFICATE OF AMENDMENT
TO DECLARATION OF CONDOMINIUM OF
LONG BAYOU, A CONDOMINIUM**

THIS IS TO CERTIFY THAT:

1. Exhibits "A" and "B" attached hereto are Resolutions amending the Declaration of Condominium of LONG BAYOU CONDOMINIUM.
2. The Declaration of Condominium of LONG BAYOU CONDOMINIUM is recorded in O.R. Book 4522, pages 1451, et seq., Public Records of Pinellas County, Florida.
3. The Condominium Plat of LONG BAYOU CONDOMINIUM is recorded in Condominium Plat Book 24, Pages 52, et. seq., Public Records of Pinellas County, Florida.
4. The Resolutions attached hereto as Exhibits "A" and "B" were duly adopted by the Board of Directors of LONG BAYOU CONDOMINIUM ASSOCIATION, INC., and by the membership of LONG BAYOU CONDOMINIUM ASSOCIATION, INC., at a meeting duly held on November 14, 2017 in accordance with the requirements of the Declaration of Condominium of LONG BAYOU CONDOMINIUM.
5. The adoption of said Resolutions appears upon the Minutes of the above-mentioned meeting and is unrevoked.

Executed at Pinellas County, Florida, on this 29 day of November, 2017.

LONG BAYOU CONDOMINIUM
ASSOCIATION, INC.



Witness

By:




RAYMOND SMITH, Its President

Attest:



Witness



Craig S. Taber, Its Secretary

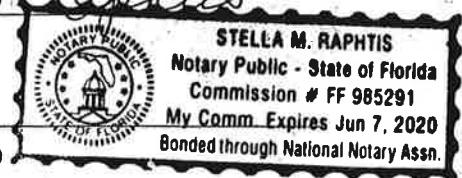
STATE OF FLORIDA
COUNTY OF PINELLAS

The foregoing instrument was acknowledged before me this 29 day of November, 2017, by RAYMOND SMITH and CRAIG TATAR, as President and Secretary, respectively, of LONG BAYOU CONDOMINIUM ASSOCIATION, INC., a Florida non-profit corporation, on behalf of the corporation. They are personally known to me or have produced _____ as identification.

Stella M. Raptis

(Signature of Notary)

(Name of notary, printed or stamped)



Notary Public

#FF985291

(Serial Number, if any)

**RESOLUTION #1 AMENDING DECLARATION OF CONDOMINIUM OF
LONG BAYOU CONDOMINIUM**

1. RESOLVED, THAT, the ARTICLE XIV(P) currently reads as follows:

“P. Restriction on Number of Units Owned: No Unit Owner may own more than three (3) Units at any given time.”

and is hereby amended to read:

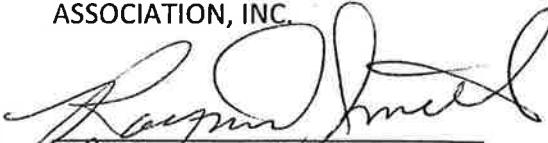
“P. Restriction on Number of Units ~~Owned~~Leased: No Unit Owner may ~~own~~ lease more than three (3) Units at any given time. For the purposes of this restriction, the term “Unit Owner” shall mean an individual; persons related to said individual by blood or marriage; or an entity in which said individual, or any person to whom he/she is related by blood or marriage, is a shareholder, officer, director, partner, general partner, limited partner, member, or manager, or through a trust in which said individual, or any person to whom he/she is related by blood or marriage, is a settlor, trustee, or beneficiary.”

2. RESOLVED, THAT, the remaining terms, provisions, and conditions of the Declaration of Condominium are hereby ratified, confirmed, and approved.

DATED: November 14, 2017.


LONG BAYOU CONDOMINIUM
ASSOCIATION, INC.

By:

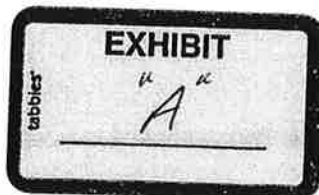

RAYMOND SMITH

Its President

Attest:


CRAIG TATAR

Its Secretary



**RESOLUTION #2 AMENDING DECLARATION OF CONDOMINIUM OF
LONG BAYOU CONDOMINIUM**

1. RESOLVED, THAT, the following be added as ARTICLE XIV(O):

"O. Restriction on Leasing: No Unit Owner may lease his Unit during the first year of his ownership of same."

2. RESOLVED, THAT, the remaining terms, provisions, and conditions of the Declaration of Condominium are hereby ratified, confirmed, and approved.

DATED: November 17, 2017.

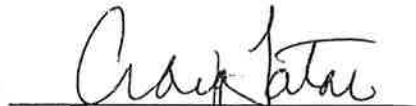
LONG BAYOU CONDOMINIUM
ASSOCIATION, INC.

By:


RAYMOND SMITH,

Its President

Attest:


Craig Tatan

Its Secretary



This Instrument Prepared
By and Return to:
Peter T. Hofstra, Esquire
8640 Seminole Blvd.
Seminole, FL 33772
#10179.26471 PTH:kh

**CERTIFICATE OF AMENDMENT
TO DECLARATION OF CONDOMINIUM OF
LONG BAYOU CONDOMINIUM**

THIS IS TO CERTIFY THAT:

1. The Amended and Restated Declaration of Condominium of LONG BAYOU CONDOMINIUM is recorded in O.R. Book 4522, Page 1451, et seq., Public Records of Pinellas County, Florida.

2. The Condominium Plat pertaining to LONG BAYOU CONDOMINIUM is recorded in Condominium Plat Book 24, Pages 52-64, Public Records of Pinellas County, Florida.

3. The Resolutions attached hereto as Exhibit "A" were duly adopted by the Board of Directors of LONG BAYOU CONDOMINIUM ASSOCIATION, INC., and by the membership of LONG BAYOU CONDOMINIUM ASSOCIATION, INC., in accordance with the requirements of the Declaration of Condominium of LONG BAYOU CONDOMINIUM, and the By-Laws of LONG BAYOU CONDOMINIUM ASSOCIATION, INC., at a meeting duly held on NOVEMBER 18, 2014.

Executed at Pinellas County, Florida, on this 20 day of DECEMBER, 2014.

LONG BAYOU CONDOMINIUM
ASSOCIATION, INC.

Stella Laphtis
Witness

By:

Raymond Smith
RAYMOND SMITH, Its President


gh
Witness

Attest:

Craig P. Talar
Craig P. Talar Secretary

STATE OF FLORIDA
COUNTY OF PINELLAS

The foregoing instrument was acknowledged before me this 20 day of DECEMBER, 2014, by RAYMOND SMITH and CRIG TATAR, as President and Secretary, respectively, of LONG BAYOU CONDOMINIUM ASSOCIATION, INC., a Florida non-profit corporation, on behalf of the corporation. They are personally known to me or have produced N/A as identification.



(Signature of Notary)

BEN COMMONS

(Name of notary, printed or stamped)



Notary Public
EE 834780

(Serial Number, if any)

**RESOLUTION #1 AMENDING DECLARATION OF CONDOMINIUM OF
LONG BAYOU CONDOMINIUM**

1. RESOLVED, THAT, the following be added as ARTICLE XIV(N):

"N. Prohibition of Residence by Criminal Offenders and Sexual Offenders: Notwithstanding anything contained in this Declaration of Condominium to the contrary, no person who has been convicted of a criminal offense, including, but not limited to a drug offense or has been judicially determined to be a sexual offender and/or sexual predator shall be allowed to occupy a Unit within the Condominium. Notwithstanding anything contained within this Declaration of Condominium to the contrary, the Board of Directors shall have the right to disapprove of an application to purchase or lease a Unit when the applicant has been convicted of a criminal offense or has been judicially determined to be a sexual offender and/or sexual predator without having to exercise the right of first refusal provided within this article."

2. RESOLVED, THAT, the remaining terms, provisions, and conditions of the Declaration of Condominium are hereby ratified, confirmed, and approved.

DATED: November 19, 2014.

LONG BAYOU CONDOMINIUM
ASSOCIATION, INC.

By: Raymond Smith
RAYMOND SMITH
Its President

Attest: Craig S. Tatar
CRAIG TATAR
Its Secretary



**RESOLUTION #3 AMENDING DECLARATION OF CONDOMINIUM OF
LONG BAYOU CONDOMINIUM**

1. RESOLVED, THAT, the following be added as ARTICLE XIV(P):

"P. Restriction on Number of Units Owned: No Unit Owner may own more than three (3) Units at any given time."

2. RESOLVED, THAT, the remaining terms, provisions, and conditions of the Declaration of Condominium are hereby ratified, confirmed, and approved.

DATED: November 19, 2014.

LONG BAYOU CONDOMINIUM
ASSOCIATION, INC.

By: Raymond Smith
RAYMOND SMITH
Its President

Attest: Craig J. Tatar
CRAIG TATAR
Its Secretary

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**RESOLUTION #4 AMENDING DECLARATION OF CONDOMINIUM OF
LONG BAYOU CONDOMINIUM**

1. RESOLVED, THAT, the following be added as ARTICLE XIII(A):

"A. Restriction on Motor Vehicle Parking: Each approved resident of the Condominium shall maintain no more than one (1) motor vehicle upon the Condominium Property. No person without a valid driver's license shall maintain a vehicle upon the Condominium Property. A guest of a Unit Owner shall not maintain more than one (1) automobile upon the Condominium Property and said vehicle cannot be maintained upon the Condominium Property for more than thirty (30) consecutive days."

2. RESOLVED, THAT, the remaining terms, provisions, and conditions of the Declaration of Condominium are hereby ratified, confirmed, and approved.

DATED: November 19, 2014.

LONG BAYOU CONDOMINIUM
ASSOCIATION, INC.

By:

Raymond Smith
RAYMOND SMITH

Its President

Attest:

Craig Tatar
CRAIG TATAR

Its Secretary

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KEN BURKE, CLERK OF COURT
AND COMPTROLLER PINELLAS COUNTY, FL
INST# 2013019941 01/16/2013 at 09:23 AM
OFF REC BK: 17856 PG: 197-201
DocType:CONDO RECORDING: \$44.00

This Instrument Prepared
By and Return to:
Peter T. Hofstra, Esquire
8640 Seminole Blvd.
Seminole, FL 33772
#10179.26471 Long Bayou
PTH:kh

**CERTIFICATE OF AMENDMENT
TO DECLARATION OF CONDOMINIUM OF
LONG BAYOU, A CONDOMINIUM**

THIS IS TO CERTIFY THAT:

1. Exhibits "A", "B", and "C" attached hereto are Resolutions amending the Declaration of Condominium of LONG BAYOU CONDOMINIUM.
2. The Declaration of Condominium of LONG BAYOU CONDOMINIUM is recorded in O.R. Book 4522, pages 1451, et seq., Public Records of Pinellas County, Florida.
3. The Condominium Plat of LONG BAYOU CONDOMINIUM is recorded in Condominium Plat Book 24, Pages 52, et. seq., Public Records of Pinellas County, Florida.
4. The Resolutions attached hereto as Exhibits "A", "B" and "C" were duly adopted by the Board of Directors of LONG BAYOU CONDOMINIUM ASSOCIATION, INC., and by the membership of LONG BAYOU CONDOMINIUM ASSOCIATION, INC., at a meeting duly held on November 20, 2012, in accordance with the requirements of the Declaration of Condominium of LONG BAYOU CONDOMINIUM.
5. The adoption of said Resolutions appear upon the Minutes of the above-mentioned meeting and is unrevoked.

Executed at Pinellas County, Florida, on this 7 day of JANUARY, 2013.

LONG BAYOU CONDOMINIUM
ASSOCIATION, INC.

[Signature]
Witness

By: [Signature]
RAYMOND SMITH, Its President

[Signature]
Witness

Attest: [Signature]
NANCY PATOLA, Its Secretary

STATE OF FLORIDA
COUNTY OF PINELLAS

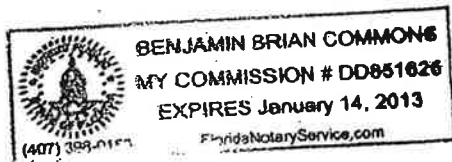
The foregoing instrument was acknowledged before me this 7 day of JANUARY, 2013, by RAYMOND SMITH and NANCY PATULA, as President and Secretary, respectively, of LONG BAYOU CONDOMINIUM ASSOCIATION, INC., a Florida non-profit corporation, on behalf of the corporation. They are personally known to me or have produced _____ as identification.



(Signature of Notary)

BEN COMMONS

(Name of notary, printed or stamped)



Notary Public

(Serial Number, if any)

c:\b\long bayou condo ass'n\cert of amendment to dec 121112.doc

**RESOLUTION AMENDING DECLARATION OF CONDOMINIUM OF
LONG BAYOU CONDOMINIUM**


1. RESOLVED, THAT, the following be added as ARTICLE XVI(B)(7):

"(7) A Unit Owner shall arrange to have his/her Unit monitored at least every fourteen (14) days when the Unit Owner is absent from his/her Unit for more than fourteen (14) consecutive days."

2. RESOLVED, THAT, the remaining terms, provisions, and conditions of the Declaration of Condominium are hereby ratified, confirmed, and approved.

DATED: November 20, 2012.

LONG BAYOU CONDOMINIUM
ASSOCIATION, INC.

By: 
RAYMOND SMITH
Its President


Attest: 
NANCY PATULA
Its Secretary

EXHIBIT "A"

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**RESOLUTION AMENDING DECLARATION OF CONDOMINIUM OF
LONG BAYOU CONDOMINIUM**

1. RESOLVED, THAT, the following be added as ARTICLE XX(M):

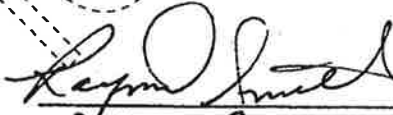
"M. All Units above the ground floor shall always have high quality padding, equivalent or superior to Jamo sound insulation materials, all installed in accordance with standards adopted by the Board of Directors, from time to time."

2. RESOLVED, THAT, the remaining terms, provisions, and conditions of the Declaration of Condominium are hereby ratified, confirmed, and approved.

DATED: November 20, 2012.

LONG BAYOU CONDOMINIUM
ASSOCIATION, INC.

By:


Raymond Smith
Its President

Attest:

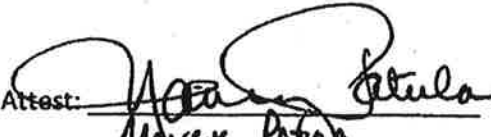

Nancy Parker
Its Secretary

EXHIBIT "B"

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**RESOLUTION AMENDING DECLARATION OF CONDOMINIUM OF
LONG BAYOU CONDOMINIUM**

1. RESOLVED, THAT, the following be added as ARTICLE XX(N):

"N. MOLD AND MILDEW.

(1) The Unit Owner can take positive steps to reduce and/or eliminate the occurrence of mold growth in and around the Unit. Suggestions and recommendations of the U.S. Environmental Protection Agency are:

- (a) Before bringing items into the Unit, check for signs of mold;
- (b) Regular vacuuming and cleaning will reduce mold levels;
- (c) Keep the humidity in the Unit low;
- (d) Have major appliances inspected, cleaned and serviced regularly by a qualified professional;
- (e) Inspect for condensation and leaks in and around the Unit on a regular basis;
- (f) Fix leaky plumbing; and
- (g) Promptly clean up spills and replace materials that cannot be thoroughly dried.


(2) THE ASSOCIATION SHALL NOT BE RESPONSIBLE FOR THE PREVENTION OF MOLD AND/OR MILDEW OR ANY DAMAGES, RELATING TO, ARISING FROM, OR CAUSED BY MOLD AND/OR MILDEW ACCUMULATION REGARDLESS OF THE CAUSE OF THE MOLD/MILDEW."

2. RESOLVED, THAT, the remaining terms, provisions, and conditions of the Declaration of Condominium are hereby ratified, confirmed, and approved.

DATED: November 20, 2012.

LONG BAYOU CONDOMINIUM
ASSOCIATION, INC

By:


RAYMOND SMITH
Its President

Attest:

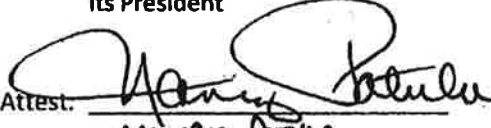

NANCY PAVLA
Its Secretary

EXHIBIT "C"

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This Instrument Prepared
By and Return to:
Peter T. Hofstra, Esquire
8640 Seminole Blvd.
Seminole, FL 33772
#10179.26471 PTH:kh

KEN BURKE, CLERK OF COURT
PINELLAS COUNTY FLORIDA
INST# 2012086227 03/26/2012 at 04:55 PM
OFF REC BK: 17529 PG: 290-293
DocType:CONDO RECORDING: \$35.50

**CERTIFICATE OF AMENDMENT
TO DECLARATION OF CONDOMINIUM OF
LONG BAYOU CONDOMINIUM**

THIS IS TO CERTIFY THAT:


1. The Amended and Restated Declaration of Condominium of LONG BAYOU CONDOMINIUM is recorded in O.R. Book 4522, Page 1451, et seq., Public Records of Pinellas County, Florida.
2. The Condominium Plat pertaining to LONG BAYOU CONDOMINIUM is recorded in Condominium Plat Book 24, Pages 52-64, Public Records of Pinellas County, Florida.
3. The Resolution attached hereto as Exhibit "A" was duly adopted by the Board of Directors of LONG BAYOU CONDOMINIUM ASSOCIATION, INC., and by the membership of LONG BAYOU CONDOMINIUM ASSOCIATION, INC., in accordance with the requirements of the Declaration of Condominium of LONG BAYOU CONDOMINIUM, and the By-Laws of LONG BAYOU CONDOMINIUM ASSOCIATION, INC., at a meeting duly held on November 15, 2011.

Executed at Pinellas County, Florida, on this 15 day of MARCH, 2012.

LONG BAYOU CONDOMINIUM
ASSOCIATION, INC.



Witness

By: 
_____, Its President



Witness

Attest: 
_____, Its Secretary

STATE OF FLORIDA
COUNTY OF PINELLAS

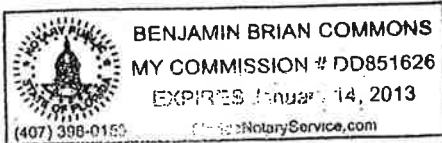
The foregoing instrument was acknowledged before me this 15 day of MARCH, 2012, by RAYMOND SMITH and NANCY PATULA, as President and Secretary, respectively, of LONG BAYOU CONDOMINIUM ASSOCIATION, INC., a Florida non-profit corporation, on behalf of the corporation. They are personally known to me or have produced _____ as identification.



(Signature of Notary)

BEN COMMONS

(Name of notary, printed or stamped)



Notary Public

DD851626

(Serial Number, if any)

20120315 10:00 AM

**RESOLUTIONS AMENDING THE BY-LAWS OF
LONG BAYOU CONDOMINIUM ASSOCIATION, INC.**

1. RESOLVED, THAT, the second paragraph of ARTICLE I, Section 6, be amended to read as follows:

"Any member entitled to cast a vote shall be permitted to vote in person or by proxy. Each proxy to vote shall be in writing and signed by the Member or by his duly authorized attorney and delivered to the Secretary. A proxy shall be revocable as to any subsequent vote at any time by a writing executed by the person who gave the proxy and delivered to the Secretary. ~~No one person may hold the proxies of more than ten (10) Members at any one meeting.~~"

2. RESOLVED, THAT, the following is added to ARTICLE III, Section 12:

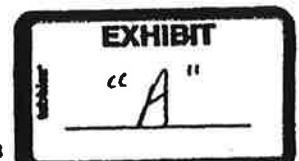
"Section 12. Fining. The Board Directors may, under the Condominium Act, impose fines against a Unit not to exceed the maximum permissible by law, for failure to comply with the provisions of the Declaration of Condominium and its exhibits, including the Rules and Regulations, and applicable laws by Owners, occupants, licensees, tenants, and invitees.

A fine may be imposed for each day of continuing violation at the highest rate allowed by law per violation with a single notice and opportunity for hearing, provided that no fine shall in the aggregate exceed the maximum amount permissible by law.

The party against whom the fine is sought to be levied shall be afforded an opportunity for hearing by being given notice of not less than fourteen (14) days. Notice shall be deemed effective when deposited in the United States mail, certified, return receipt requested, to the address of the Unit Owner listed in the official records of the Association, and as to tenants, to the mailing address for the Unit. The notice shall include:

(a) A statement of the date, time, and place of the hearing.

(b) A statement of the provisions of the Declaration, Articles of Incorporation, Bylaws, Rules and Regulations, Board policies and resolutions, or laws that have allegedly been violated.



(c) A short and plain statement of the matters asserted by the Association.

The party against whom the fine may be levied shall have an opportunity to respond, to present evidence, and to provide written and oral argument on all issues involved and shall have an opportunity at the hearing to review, challenge, and respond to any material considered by the Association. The hearing shall be held before a Committee of other Unit Owners. If the Committee does not agree with the fine, the fine may not be levied. Should the Association be required to initiate legal proceedings to collect a duly levied fine, the prevailing party in an action to collect the fine shall be entitled to an award of costs, and a reasonable attorney's fee incurred before trial (including in connection with the preparation for and conduct of fining hearings), at trial, and on appeal. Unit Owners shall be jointly and severally liable for the payment of fines levied against tenants, guests, invitees, or other occupants of a Unit."

3. RESOLVED, THAT, the remaining terms, provisions, and conditions of the By-Laws are hereby ratified, confirmed, and approved.

\\kh\long bayou condo asan\respletion amending bylaws 070611.doc

EXHIBIT A

AMENDMENT TO DECLARATION OF CONDOMINIUM
LONG BAYOU CONDOMINIUM

ARTICLE XX, RESTRICTIONS AND OBLIGATIONS OF UNIT OWNERS, SECTION C., PETS

Article XX, Restrictions and Obligations of Unit Owners, Section C.,
Pets, is amended to read as follows:

Additions are underlined
Deletions are ~~struck through~~

ARTICLE XX
RESTRICTIONS AND OBLIGATIONS OF UNIT OWNERS, SECTION C., PETS

C. Pets. A Unit Owner may keep pets only in his the
condominium unit and give them access to the Common
Elements only when they are leashed; provided that no
pet shall have access to the Recreation Area Property,
~~no Unit Owner may replace a pet once it dies nor may~~
any Unit Owner keep a pet at the Condominium
Community (i) other than in accordance with the Uniform
Rules and Regulations or (ii) if such pet weighs more than
fifteen (15) pounds or (iii) if such pet shall be a nuisance
to any other Unit Owner.

Pg 432

All of the other terms, provisions and conditions of the Declaration, as
originally recorded and subsequently amended, remain in full force and effect
and are ratified, confirmed, approved and authenticated.

Dated: 1-11-05

LONG BAYOU CONDOMINIUM ASSOCIATION, INC.

By: Raymond Smith
Raymond Smith, President

Attest:

By: Nancy Newman, Secretary
Nancy Newman, Secretary

**CERTIFICATE OF AMENDMENT OF
DECLARATION OF CONDOMINIUM
LONG BAYOU CONDOMINIUM - O.R. BOOK 4522, PAGE 1451, ET. SEQ.
PINELLAS COUNTY, FLORIDA**

Long Bayou Condominium Association, Inc. hereby certifies that at a duly called, properly noticed and held meeting of unit owner members entitled to vote, held at the offices of the corporation located at 9777 62nd Ter. N., St. Petersburg, Fl. 33708, on November 16, 2004, at 7:30 p.m., a quorum being present, the Declaration of Condominium of Long Bayou Condominium Association, Inc., recorded in O. R. Book 4522, Page 1451, eq. seq., Pinellas County, Florida, was amended by vote of the requisite number required for amending said Declaration of Condominium. The amended section being attached hereto as Exhibit A hereof.

This certification is executed by the duly elected and serving President, Raymond Smith, and Secretary, Nancy Newman, of Long Bayou Condominium Association, Inc., Articles of Incorporation of which are recorded along with the Declaration of Condominium in O. R. Book 4522, Page 1451, et. seq..

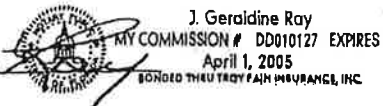
LONG BAYOU CONDOMINIUM ASSOCIATION, INC.
By: Raymond Smith
Raymond Smith, President
Attest: Nancy Newman, Secretary
By: Nancy Newman, Secretary
Nancy Newman, Secretary

STATE OF FLORIDA
COUNTY OF PINELLAS

SUBSCRIBED AND SWORN to by RAYMOND SMITH as President and NANCY NEWMAN as Secretary, who acknowledged the foregoing certification to be the act and deed of LONG BAYOU CONDOMINIUM ASSOCIATION, INC. and their act and deed as officers of said corporation this 12th day of

January, 2005.

J. Geraldine Ray
Notary Public, State of Florida



Condominium Plats Pertaining Hereto Are Filed in Plat Book 24, Pages 52-64.

RETURN TO:

Gerrle Ray, Property Manager
9777 62nd Ter. N.
St. Petersburg, Fl. 33708

**CERTIFICATE OF AMENDMENT OF
DECLARATION OF CONDOMINIUM
LONG BAYOU CONDOMINIUM – O.R. BOOK 4522, PAGE 1451, ET. SEQ.
PINELLAS COUNTY, FLORIDA**

Long Bayou Condominium Association, Inc. hereby certifies that at a duly called, properly noticed and held meeting of unit owner members entitled to vote, held at the offices of the corporation located at 9777 62nd Ter. N., St. Petersburg, Fl. 33708, on November 16, 2004, at 7:30 p.m., a quorum being present, the Declaration of Condominium of Long Bayou Condominium Association, Inc., recorded in O. R. Book 4522, Page 1451, eq. seq., Pinellas County, Florida, was amended by vote of the requisite number required for amending said Declaration of Condominium. The amended section being attached hereto as Exhibit A hereof.

This certification is executed by the duly elected and serving President, Raymond Smith, and Secretary, Nancy Newman, of Long Bayou Condominium Association, Inc., Articles of Incorporation of which are recorded along with the Declaration of Condominium in O. R. Book 4522, Page 1451, et. seq..

LONG BAYOU CONDOMINIUM ASSOCIATION, INC.

By: Raymond Smith
Raymond Smith, President

Attest:

By: Nancy Newman, Secretary
Nancy Newman, Secretary

STATE OF FLORIDA
COUNTY OF PINELLAS

SUBSCRIBED AND SWORN to by RAYMOND SMITH as President and NANCY NEWMAN as Secretary, who acknowledged the foregoing certification to be the act and deed of LONG BAYOU CONDOMINIUM ASSOCIATION, INC. and their act and deed as officers of said corporation this 12th day of

January, 2005.

J. Geraldine Ray
Notary Public, State of Florida



J. Geraldine Ray
MY COMMISSION # DD010127 EXPIRES
April 1, 2005
BONDED THROUGH FAIR FINANCE, INC.

Condominium Plats Pertaining Hereto Are Filed in Plat Book 24, Pages 52-64.

RETURN TO:

Gerlie Ray, Property Manager
9777 62nd Ter. N.
St. Petersburg, Fl. 33708

EXHIBIT A

**AMENDMENT TO DECLARATION OF CONDOMINIUM
LONG BAYOU CONDOMINIUM**

ARTICLE XX, RESTRICTIONS AND OBLIGATIONS OF UNIT OWNERS, SECTION C., PETS

Article XX, Restrictions and Obligations of Unit Owners, Section C.,
Pets, is amended to read as follows:

Additions are underlined
Deletions are ~~struck through~~

**ARTICLE XX
RESTRICTIONS AND OBLIGATIONS OF UNIT OWNERS, SECTION C., PETS**

C. Pets. A Unit Owner may keep pets only in his ~~the~~
condominium unit and give them access to the Common
Elements only when they are leashed; provided that no
pet shall have access to the Recreation Area Property,
~~no Unit Owner may replace a pet once it dies~~ nor may
any Unit Owner keep a pet at the Condominium
Community (I) other than in accordance with the Uniform
Rules and Regulations or (II) if such pet weighs more than
fifteen (15) pounds or (III) if such pet shall be a nuisance
to any other Unit Owner.

All of the other terms, provisions and conditions of the Declaration, as
originally recorded and subsequently amended, remain in full force and effect
and are ratified, confirmed, approved and authenticated.

Dated: 1-11-05

LONG BAYOU CONDOMINIUM ASSOCIATION, INC.

By: Raymond Smith
Raymond Smith, President

Attest:

By: Nancy Newman, Secretary
Nancy Newman, Secretary

**CERTIFICATE OF AMENDMENT OF
DECLARATION OF CONDOMINIUM OF
LONG BAYOU CONDOMINIUM ASSOCIATION, INC.
O.R. BOOK 4522, PAGE 1451, ET SEQ.
PINELLAS COUNTY, FLORIDA**

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Long Bayou Condominium Association, Inc. hereby certifies that at a duly called, properly noticed and held meeting of the unit members entitled to vote, held at the offices of the corporation located at 9777 62nd Ter. N., St. Petersburg, Fl. 33708, on November 21, 2000, at 7:30 p.m., a quorum being present, the Declaration of Condominium of Long Bayou Condominium recorded in O.R. Book 4522, Page 1451, et seq., Pinellas County, Florida, was amended by vote of the requisite number required for amending said Declaration of Condominium. The amended and re-stated Article being attached hereto as Exhibit A hereof.

This certification is executed by the duly elected and serving President, Jack Mattox, and Secretary, Charlotte M. Johnson, of Long Bayou Condominium Association, Inc.. The Articles of Incorporation of which are recorded along with the Declaration of Condominium in O.R. Book 4522, Page 1451, et. seq..

The Condominium Plat is recorded in Plat Book 24, Pages 52 to 64.

(CORPORATE SEAL)

LONG BAYOU CONDOMINIUM ASSOCIATION, INC.

By: Jack V. Mattox
Jack Mattox, President

KARLEEN F. DE BLAKER, CLERK OF COURT
PINELLAS COUNTY, FLORIDA

Attest:

By: Charlotte M. Johnson
Charlotte M. Johnson, Secretary

90687781 12-11-2000 11:52:22 TNB
51 CTF-LONG BAYOU CONDO ASSOC INC
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IH: BK: SPG: EPG:
RECORDING 002 PAGES 1 \$10.50
OFFICIAL COPIES 5 \$2.00
CERTIFICATION 6 \$1.00
REVENUE 13 \$1.00

STATE OF FLORIDA
COUNTY OF PINELLAS

SUBSCRIBED AND SWORN TO by JACK MATTOX as President and by CHARLOTTE M. JOHNSON, as Secretary, who acknowledged the foregoing certification to be the act and deed of LONG BAYOU CONDOMINIUM ASSOCIATION, INC., and their act and deed as officers of said corporation this 6th day of December, 2000.

TOTAL: \$14.50
CHECK AMT TENDERED: \$14.50
CHANGE: \$0.00

J. Geraldine Ray
Notary Public, State of Florida

RETURN TO:

Long Bayou Condominium Association, Inc.
9777 62nd Ter. N.
St. Petersburg, Fl. 33708



J. Geraldine Ray
MY COMMISSION # CC835133 EXPIRES
April 1, 2001
BONDED THRU TROY FAH INSURANCE, INC.

EXHIBIT A
AMENDMENT TO DECLARATION OF CONDOMINIUM
LONG BAYOU CONDOMINIUM
ARTICLE XIX, SECTION D.

Article XIX, Liabilities and Liens for Assessments, Section D., Interest; Administrative Late Charge of the Declaration of Condominium of Long Bayou Condominium is amended as set forth below.

Additions are underlined
Deletions are ~~struck through~~

ARTICLE XIX, LIABILITES AND LIENS FOR ASSESSMENTS, Section D, Interest, shall be renamed as Interest; Administrative Late Charge, and such Section shall be amended to read as follows:

D. Interest; Administrative Late Charge: Assessments or installments thereof not paid when due shall bear interest at the rate of ~~ten (10%) percent per annum~~ permitted by Section 718.116, Florida Statutes, as that Section may now exist or may be amended from time to time hereafter, from the date when due until such Assessment or installment thereof and all interest due thereon has been paid. In addition to any interest due, the Association may charge an administrative late charge against delinquent assessments or installments thereof. The amount of the late charge shall be set by the Board of Directors of the Association, and may be amended from time to time, provided that the amount established shall not exceed the maximum amount permitted by Section 718.116, Florida Statutes, as that Section may now exist or may be amended from time to time hereafter.

All of the other terms, provisions and conditions of the Declaration, as originally recorded and subsequently amended, remain in full force and effect and are ratified, confirmed, approved and authenticated.

Dated: December 4, 2000.

LONG BAYOU CONDOMINIUM ASSOCIATION INC.

By: Jack Mattox
Jack Mattox, President

Attest:

By: Charlotte M. Johnson
Charlotte M. Johnson, Secretary

**CERTIFICATE OF AMENDMENT OF
DECLARATION OF CONDOMINIUM OF
LONG BAYOU CONDOMINIUM - O.R. BOOK 4522, PAGE 1451, ET SEQ.
PINELLAS COUNTY, FLORIDA**

Long Bayou Condominium Association, Inc. hereby certifies that at a duly called, properly noticed and held meeting of unit owner members entitled to vote, held at the offices of the corporation located at 9777 62nd Terrace N., St. Petersburg, Florida 33708, on February 21, 1996, at 7:30 p.m., E.S.T., a quorum being present, the Declaration of Condominium of Long Bayou Condominium recorded in O.R. Book 4522, Page 1451, Pinellas County, Florida, was amended by vote of the requisite number required for amending said Declaration of Condominium. The amended and re-stated Article being attached hereto as Exhibit A hereof.

This certification is executed by the duly elected and serving President, Charles F. Lawrence, and Secretary, Gerrie Ray, of Long Bayou Condominium Association, Inc., Articles of Incorporation of which are recorded along with the Declaration of Condominium in O.R. Book 4522, Page 1451, et. seq..

(Corporate Seal)



LONG BAYOU CONDOMINIUM ASSOCIATION, INC.

By: Charles F. Lawrence
Charles F. Lawrence, President

Attest:

By: Gerrie Ray
Gerrie Ray, Secretary

STATE OF FLORIDA)
COUNTY OF PINELLAS)

SUBSCRIBED to by CHARLES F. LAWRENCE as President and by GERRIE RAY as Secretary, who acknowledged the foregoing certification to be the act and deed of LONG BAYOU CONDOMINIUM ASSOCIATION, INC. and their act and deed as officers of said corporation this 15th day of March, 1996..

Diane J. Kline
Notary Public, State of Florida

RETURN TO:
PREPARER OF DOCUMENT:

Gerrie Ray, Secretary & Unit Owner
10037 62nd Ter. N., #2
St. Petersburg, Fl. 33708

BI RECORDING
REC 15.00
DS
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P/C
REV
TOTAL 15.00

DIANE J KLINE
My Commission CC47854C
Expires Jul. 08, 1999
Bonded by AHS
800-882-6878

Condominium Plat Book 24, Pages 52 to 64

EXHIBIT A

AMENDMENT TO DECLARATION OF CONDOMINIUM
LONG BAYOU CONDOMINIUM
ARTICLE XVI

Article XVI of the Declaration of Condominium of Long Bayou Condominium is amended by adding thereto in Section "A" a new paragraph numbered (5), the entire section being re-stated with the new matter added being underlined. Section "B" and wording thereunder remains unchanged and still in full force and effect.

ARTICLE XVI

MAINTENANCE

The Association shall maintain, repair and replace all Common Elements (other than portions of buildings or sewerage lines, which are treated more fully below) as a Common Expense of the Association.

The responsibility for the maintenance of a Unit shall be as follows:

A. By the Association: The Association shall maintain, repair and replace the following items as, unless otherwise specified, a Common Expense of the Association:

- (1) All portions of the Units (except interior wall surfaces) contributing to the support of a 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, but only to the extent that such facilities contained within a Unit service any part of the Condominium Property other than the Unit within which they are contained;
- (3) All incidental damage caused to a Unit by the work set forth in subsections (1) or (2) above shall be promptly repaired at the expense of the Association;
- (4) When it becomes necessary (in the sole discretion of the Board of Directors) for any exterior maintenance, repair or restoration to be done to any building or to any sewerage line used jointly by the Unit Owners in any particular building, then the Board of Directors shall cause such maintenance, repair and/or restoration to be performed on said building and shall assess all Unit Owners as a common expense as provided for in Article VII herein.

(5) The Board of Directors shall preserve and maintain the common elements, using its sound discretion in so doing. Material alterations, additions or eliminations to the common elements or real property under the care of the Association may be carried out with the approval of a two-thirds (2/3) vote of the Association.

All of the other terms, provisions and conditions of the Declaration, as originally recorded and subsequently amended, remain in full force and effect and are ratified, confirmed, approved and authenticated.

Dated: March 15, 1996.

LONG BAYOU CONDOMINIUM ASSOCIATION, INC.

By: Charles F. Lawrence
Charles F. Lawrence, President

Attest:

By: Gerrie Ray
Gerrie-Ray, Secretary

EC058044	SSG	03-19-1996	10:19:09
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RECORDING		1	\$15.00
	TOTAL:		\$15.00
	CHECK AMT. TENDERED:		\$15.00
	CHANGE:		0.00

INST # 92-179773
JUN 22, 1992 3104PM

PINELLAS COUNTY FLA.
OFF.REC.BK 7945 PG 1930

CERTIFICATE OF AMENDMENT TO BY-LAWS
OF LONG BAYOU CONDOMINIUM ASSOCIATION, INC.

NOTICE IS HEREBY GIVEN that the By-Laws of LONG BAYOU CONDOMINIUM ASSOCIATION, INC., as recorded in Official Record Book 4522, at Page 1530, et. seq., in the Public Records of Pinellas County, Florida, and as amended, be, and the same are, hereby amended in accordance with Exhibit "A" attached hereto and entitled, "Amendments to By-Laws of LONG BAYOU CONDOMINIUM ASSOCIATION, INC."

Said amendments were adopted by a vote of not less than a majority of the unit owners after adoption of a resolution proposing such amendments by the Board of Directors, and after notice being given to all unit owners of the subject matter of the proposed amendments prior to the meeting at which the proposed amendments were adopted.

IN WITNESS WHEREOF, LONG BAYOU CONDOMINIUM ASSOCIATION, INC. has caused these amendments to the By-Laws of LONG BAYOU CONDOMINIUM ASSOCIATION, INC. to be executed in its name by the President and the corporate seal affixed, and attested to by its Secretary, this 16th day of April, 1992 at 9777 62nd Terrace North, St. Petersburg, Pinellas County, Florida.

Signed, sealed and delivered in the presence of: LONG BAYOU CONDOMINIUM ASSOCIATION, INC.

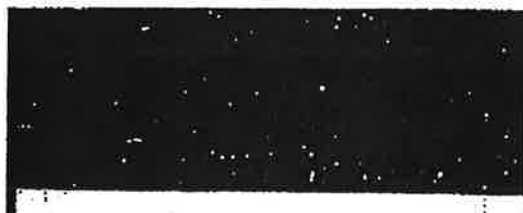
Marilyn C. White BY: E.J. Bowles
President

01 RECORDING
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REV
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Prepared by and Return to: June
Clayton J. Mynard, Esquire
ANDERSON & ORCUTT, P.A.
Attorneys and Counselors at Law
301 E. KENNEDY BOULEVARD, SUITE 1100
TAMPA, FLORIDA 33602

24237265 JAR 06-22-92 14:51:28
01 CTF-
RECORDING 1 \$51.00
TOTAL: \$51.00
CHECK AMT. TENDERED: \$51.00
CHANGE: \$0.00

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



Attest:

By: Marilyn C. White
Pro Tem Secretary

STATE OF FLORIDA
COUNTY OF PINELLAS

THE FOREGOING INSTRUMENT was acknowledged before me this
16th day of April, 1992 by _____
ERNIE BOWLES, as President of Long Bayou
Condominium Association, Inc., on behalf of the Association.
He/~~She~~ _____ is personally known to me or _____ has produced
_____ as identification and did not
take an oath. [Notary, check appropriate blank

KAY TYRRELL
Notary Public STATE OF FLORIDA
My Comm Exp 6/9/95
BONDED

NOTARY PUBLIC

My commission expires:

Notary Public, State of Florida at Large
My Commission Expires June 9, 1995

KAY TYRRELL
Printed Name of Notary

Serial Number, if any

STATE OF FLORIDA
COUNTY OF PINELLAS

THE FOREGOING INSTRUMENT was acknowledged before me this
16th day of April, 1992 by _____
Marilyn C. White, as ^{Pro Tem} Secretary of Long Bayou
Condominium Association, Inc., on behalf of the Association.

She _____ is personally known to me or _____ has produced
_____ as identification and did not
take an oath. [Notary, check appropriate blank.]

Notary Public
KAY TYRRELL
STATE OF FLORIDA
My Comm Exp 6/9/95
NOTARY PUBLIC BOND FD

My commission expires:
Notary Public, State of Florida at Large
My Commission Expires June 9, 1995.

KAY TYRRELL
Printed Name of Notary

Serial Number, if any

CJM:bdh
6242

EXHIBIT "A"

AMENDMENTS TO BY-LAWS
OF
LONG BAYOU CONDOMINIUM ASSOCIATION, INC.

1. Article I, "MEMBERS", Section 1. of the By-Laws is hereby Amended as follows:

ARTICLE I
MEMBERS

Section 1. Annual Meeting. The annual meeting of the Members of Long Bayou Condominium Association, Inc. (the "Association") shall be held either in the main building in the Recreation Area Property or at such other place within Pinellas County, Florida, as the Board of Directors may designate in the notice of meeting or in a waiver thereof, on the last Tuesday in January of each year beginning with the year 1978 and beginning with the year 1992, the third (3) Tuesday in November (or if such day be a legal holiday, then on the next succeeding day not a holiday), for the purpose of electing directors and for the transaction of such other business as may properly be brought before the meeting for the subsequent year; provided that the Developer reserves the right to appoint all of the Directors of the Association until the earlier of (a) the date the Developer voluntarily elects by written notice to all Members to terminate its control of the Association or (b) January 2, 1984. Notwithstanding the foregoing, (i) the Unit Owners other than the Developer shall

be entitled to elect not less than one third (1/3) of the members of the Board of Directors of the Association when Unit Owners other than the Developer own fifteen percent (15%) or more of the Condominium Parcels that will be operated ultimately by the Association, and (ii) Unit Owners other than the Developer shall be entitled to elect not less than a majority of the members of the Board of Directors of the Association upon the earliest of (A) three (3) years after sales by the Developer have been closed on fifty percent (50%) of the Condominium Parcels that will be operated ultimately by the Association, or (B) three (3) months after sales have been closed by the Developer on ninety percent (90%) of the Condominium Parcels that will be operated ultimately by the Association, or (C) when all of the Condominium Parcels that will be operated ultimately by the Association have been completed and some of them have been sold and none of the others are being offered for sale by the Developer in the ordinary course of business or (D) when some of the Condominium Parcels have been conveyed to purchasers and none of the others are being constructed or offered for sale by the Developer in the ordinary course of business. The Developer shall be entitled to appoint not less than one (1) member of the Board of Directors of the Association as long as the Developer holds for sale in the ordinary course of business any Condominium Parcels in the Condominium. The Directors of

the Association, appointed by the Developer and named herein, shall serve, and in the event of vacancies among the members of the Board of Directors to be appointed by the Developer, the remaining Directors appointed by the Developer shall fill such vacancies by appointment and if there are no such remaining Directors the vacancies shall be filled by appointment by the Developer. Any Director appointed by the Developer may be removed by the Developer at any time without cause.

2. Article II, Section 1. of the By-Laws is hereby amended as follows:

ARTICLE II
DIRECTORS

Section 1. Number, Quorum, Term, Vacancies, Removal. The Board of Directors of the Association shall initially consist of three members and shall thereafter be three, five or seven persons. The number of Directors may be changed from time to time by a resolution adopted by a majority of the whole Board.

A majority of the members of the Board of Directors then holding office (but not less than one-third of the total number of Directors nor less than two Directors), shall constitute a quorum for the transaction of business, but if at any meeting of the Board there shall be less than a quorum present, a majority of those present may adjourn the meeting

from time to time, without further notice other than the announcement at the meeting, until a quorum shall have been obtained. Unless otherwise specifically required, the act of a majority of the Directors present at a meeting at which there is a quorum shall constitute action by the Board of Directors.

The following provisions of this Section 1 shall be applicable only to Directors elected by the Members of the Association and not applicable to those Directors appointed by the Developer.

At the annual meeting in January, 1984, four (4) Directors shall be elected by the Members of the Association. The two (2) candidates elected by the Members of the Association at such meeting, who receive the greatest number of votes cast, shall be elected for a term of two (2) years, i.e., from the date of their election until their successors shall have been elected and shall have qualified, unless sooner removed.

The other two (2) candidates elected by the Members of the Association at such meeting shall be elected for a term of one (1) year, i.e., from the date of their election until the first (1st) annual election following their election and until their successors shall have been elected and shall have qualified, unless sooner removed.

At the annual meeting in January, 1985, and at each annual meeting thereafter the Directors shall be elected for a term of two (2) years, i.e., from the date of their election until the second annual meeting following the election and until their successors shall have been elected and shall have qualified, unless sooner removed.

At the annual meeting in January, 1988, four (4) Directors shall be elected by the Members of the Association. The two (2) candidates elected by the Members of the Association, who receive the greatest number of votes cast, shall be elected for a term of two (2) years, i.e., from the date of their election until their successors shall have been elected and shall have qualified, unless sooner removed.

The other two (2) candidates elected by the Members of the Association at such meeting shall be elected for a term of one (1) year, i.e., from the date of their election until the first (1st) annual election following their election and until their successors have been elected and shall have qualified, unless sooner removed.

At the annual meeting in January, 1989, and at each annual meeting thereafter, three (3) Directors shall be elected by the Members of the Association. The two (2) candidates elected by the Members of the Association at each such meeting, who received the greatest number of votes cast, shall be elected for a term of two (2) years, i.e., from the



date of their election until their successors shall have been elected and shall have qualified, unless sooner removed.

The other candidate elected by the Members of the Association at each such meeting shall be elected for a term of one (1) year from the date of his or her election, until the first annual election following his or her election and until his or her successor shall have been elected and shall have qualified, unless sooner removed.

Whenever any vacancy shall have occurred in the Board of Directors by reason of death, resignation or otherwise, other than removal of a Director without cause by a vote of the Members, it shall be filled by a majority of the remaining Directors, though less than a quorum, (except as otherwise provided by law), or by the Members, and the person so chosen shall hold office until the next annual election and until his successor is duly elected and has qualified. Whenever any vacancy shall have occurred in the Board of Directors by reason of death, resignation or otherwise, other than removal of a Director without cause by a vote of the Members, it shall be filled by a majority vote of the remaining Members of the Board of Directors and the person so appointed shall serve until the expiration of the term of the Director whose place he or she took. In the event that the Board of Directors cannot agree on a replacement, the candidate who is ready, willing and able to serve, who received the next highest



number of votes at the last annual election, shall be appointed to serve until the expiration of the terms of the Director whose place he or she is taking. Any one or more of the Directors of the Association failing to attend three (3) consecutive duly noticed and properly called Board of Directors' meetings without being excused by vote of attending Directors, or verified medical emergency or excuse, or verified temporary outside business or employment justification, shall be deemed to have been removed and said Director's term shall forthwith terminate and there shall be a vacancy in the Board of Directors, to be filled as provided for in these By-Laws. Any one or more of the Directors of the Association may be removed either with or without cause at any time by a majority vote of the Association and thereupon the term of the Director who shall have been removed shall forthwith terminate and there shall be a vacancy in the Board of Directors, to be filled by a vote of the Members so provided in these By-Laws; a special meeting of the Members to remove a Director may be called as provided in these By-Laws or shall be called by the Secretary upon the written request of at least ten percent (10%) of the Members and in either event shall state the purpose of the meeting. No person shall be elected as a Director who is not either a Member of the Association or the spouse of a Member and if such membership shall terminate for any reason, the Director shall be deemed



to have automatically resigned as of the date of such
termination.

(Note: Words in struck-through type are deletions
from existing provision; words underlined
are additions.)

CLEAR CIRCUIT COPY

APR 7 12 05 PM 1986

CERTIFICATE OF AMENDMENT TO UNIFORM RULES AND REGULATIONS OF

LONG BAYOU CONDOMINIUM ASSOCIATION, INC.

NOTICE IS HEREBY GIVEN that the Uniform Rules and Regulations for LONG BAYOU CONDOMINIUM, adopted in February, 1977, and contained in Exhibit G of the Prospectus of LONG BAYOU CONDOMINIUM are hereby amended in accordance with Exhibit "B" attached hereto and entitled "Amendment to Uniform Rules and Regulations of LONG BAYOU CONDOMINIUM".

Said amendment was adopted by a vote of not less than fifty-one (51%) percent of the unit owners after adoption of a resolution proposing such amendment by the Board of Directors, and after notice being given to all unit owners of the subject matter of the proposed amendment prior to the meeting at which the proposed amendment was adopted.

IN WITNESS WHEREOF, LONG BAYOU CONDOMINIUM ASSOCIATION, INC., has caused this amendment to the Uniform Rules and Regulations of LONG BAYOU CONDOMINIUM ASSOCIATION, INC., to be executed in its name by the President, and the corporate seal affixed, and attested to by its Secretary, this 5th day of Feb, 1986, at Seaside Pinellas County, Florida.

Signed, sealed and delivered in the presence of:

LONG BAYOU CONDOMINIUM ASSOCIATION, INC.

[Signature of Steven R. Payne]

By [Signature of Mike Lane] President

LC 900. 407 41 D. 43 Int

ATTEST:

Tot [Signature]

By [Signature of Helen Fineberg] Secretary

STATE OF FLORIDA

14 19791817 72 1. 07AL84 40 9.00 TOTAL 9.00 OK

COUNTY OF PINELLAS

BEFORE ME, a Notary Public, this day personally appeared Nick Garey and Helen Fineberg to me well known to be the President and Secretary, respectively, of LONG BAYOU CONDOMINIUM ASSOCIATION, INC., and known to me to be the persons described in and who executed the foregoing instrument, and acknowledged to and before me that they executed said instrument for the purposes therein expressed.

WITNESS my hand and official seal this 5th day of Feb, 1986.

[Signature] Notary Public-State of Florida

My Commission Expires:

Notary Public, State of Florida My Commission Expires June 27, 1989

CONDOMINIUM PLATS PERTAINING HERETO ARE FILED IN CONDOMINIUM PLAT BOOK 24 PAGES 52 THRU 64

Record to:

PATRICIA S. LEIB 341 PLANT AVE. TAMPA, FL 33606

AMENDMENT TO
EXHIBIT "G"
LONG BAYOU CONDOMINIUM
UNIFORM RULES AND REGULATIONS

Rule 18 of the Uniform Rules and Regulations of the LONG BAYOU CONDOMINIUM adopted in February, 1977 as amended through May 31, 1983 as contained in EXHIBIT "G" of the Prospectus of LONG BAYOU CONDOMINIUM is hereby to be amended as follows:

18. Designated time for use of the pool by visiting children, accompanied by an adult from the unit he or she is visiting, shall be from 10:00 A.M. until 1:00 P.M. and from 4:00 P.M. to 6:00 P.M. daily. No one under the age of eighteen (18) is allowed in the whirlpool at any time. No bathing equipment, such as flippers, floats, etc. can ever be used in the pool.

(Note:- Words in struck through type are deletions from existing provisions; words underlined are additions).

EXHIBIT "B"

Return to:

PATRICIA S. FEIB
341 PLANT AVE
TAMPA, FL 33608

89079224

OR5968PG2325

CERTIFICATE OF AMENDMENT OF DECLARATION OF CONDOMINIUM OF LONG BAYOU CONDOMINIUM

THIS IS TO CERTIFY THAT:

- 1. Exhibit "A" attached hereto is a Resoluition amending the Declaration of Condominium of LONG BAYOU CONDOMINIUM.
2. The Declaration of Condominium of LONG BAYOU CONDOMINIUM, as amended and restated, is recorded in O.R. Book 4522, Page 1451, et seq., Public Records of Pinellas County, Florida.
3. The Resolution attached hereto as Exhibit "A" was duly adopted by not less than two-thirds (2/3) of the membership of the LONG BAYOU CONDOMINIUM ASSOCIATION, INC., at a meeting duly held on March 28, 1989, in accordance with the requirements of the Declaration of Condominium of LONG BAYOU CONDOMINIUM and the By-Laws of LONG BAYOU CONDOMINIUM ASSOCIATION, INC.
4. The adoption of said Resolution appears upon the Minutes of the above-mentioned meeting and is unrevoked.

Executed at St. Petersburg, Pinellas County, Florida, on this 28th day of March, 1989.

01 REC 10.50
DS
INT
FEES
MTF
P/C
REV
TOTAL 10.50

LONG BAYOU CONDOMINIUM ASSOCIATION, INC., a Florida non-profit corporation
By: J. William Starika, President
Attest: Virginia K. Scully, Secretary

STATE OF FLORIDA)
COUNTY OF PINELLAS)

The foregoing instrument was acknowledged before me by J. William Starika and Ruth F. Cresman as President and Secretary respectively of LONG BAYOU CONDOMINIUM ASSOCIATION, INC., a Florida non-profit corporation, on this 28 day of March, 1989, on behalf of said corporation.

Virginia K. Scully
Notary Public - State of Florida
My Commission Expires June 25, 1991
Bonded thru Agent's Notary Brokerage

This instrument was prepared by:
RETURN TO: PETER T. HOFSTRA
8486 Seminole Boulevard
Post Office Box 3390
Seminole, Florida 34642-0390
(813) 397-5571

10.45 00
1 \$10.50
TOTAL \$10.50
CHARGE \$0.00

The Condominium Plat pertaining hereto is recorded in Condominium Plat Book 24, Page 52, et. seq., Public Records of Pinellas County, Florida.

REGS#16/LONG-CERT

RESOLUTION AMENDING THE DECLARATION OF CONDOMINIUM
OF LONG BAYOU CONDOMINIUM

RESOLVED THAT, the following paragraph shall be added as paragraph L to Article XX, to read as follows:

"L. Notwithstanding anything contained herein to the contrary, each of the Units in the Condominium shall be occupied by at least one (1) person who is fifty-five (55) years of age or older."

RESOLVED THAT, the terms, provisions, and conditions of the Declaration of Condominium, except as amended herein, are hereby ratified, confirmed, and approved.

LONG BAYOU CONDOMINIUM ASSOCIATION, INC.,
a Florida non-profit corporation

Dated: March 10, 1989

By: J. William Staska
President

Attest: William Staska
Secretary

TGS#16/LONG-RES

88036033

OR 682PG0723

01 CASH 15.00
 40 Rec _____
 41 DS _____
 43 Int _____
 4F Fee _____
 Total 15.00

CERTIFICATE OF AMENDMENT OF
 DECLARATION OF CONDOMINIUM OF
 LONG BAYOU CONDOMINIUM AND
 BY-LAWS OF LONG BAYOU CONDOMINIUM ASSOCIATION, INC.

WR THIS IS TO CERTIFY THAT:

1. Exhibit "A" attached hereto is a resolution amending the Declaration of Condominium of LONG BAYOU CONDOMINIUM.
2. Exhibit "B" attached hereto is a resolution amending the By-Laws of LONG BAYOU CONDOMINIUM.
3. The Declaration of Condominium of LONG BAYOU CONDOMINIUM, as amended and restated, is recorded in O.R. Book 4522, page 1451, et seq., Public Records of Pinellas County, Florida.
4. The resolutions attached hereto as Exhibit "A" and Exhibit "B" were duly adopted by not less than two-thirds (2/3) of the membership of the LONG BAYOU CONDOMINIUM ASSOCIATION, INC., at a meeting duly held on January 26th, 1988, in accordance with the requirements of the Declaration of Condominium of LONG BAYOU CONDOMINIUM and the By-Laws of LONG BAYOU CONDOMINIUM ASSOCIATION, INC.
5. The adoption of said resolution appears upon the minutes of the above-mentioned meeting and is unrevoked.

Condominium Plat pertaining hereto is recorded in Condominium Plat Book 24, Page 52, et seq., Public Records of Pinellas County, Florida.

Executed at St. Petersburg, Florida, on this 9 day of February, 1988.

LONG BAYOU CONDOMINIUM
 ASSOCIATION, INC.

By: Margaret C. White
 President

Attest: Helen Fineberg
 Secretary

FEB 17 11 09 AM '88

STATE OF FLORIDA
 COUNTY OF PINELLAS

17 FEB 17 11 09 AM '88
 40 15.00
 TOTAL 15.00 CHK

The foregoing instrument was acknowledged before me by _____, as President and Secretary, of LONG BAYOU CONDOMINIUM ASSOCIATION, INC., a Florida non-profit corporation, on this 9 day of February, 1988, on behalf of said corporation.

Virginia K. Dudley
 Notary Public

My Commission Expires: _____
 Notary Public, State of Florida at Large
 My Commission Expires June 25, 1991
 Bonded thru Agent's Notary Brokerage

This instrument was prepared by and return to:

Peter T. Hofstra of
 DeLoach & Hofstra, P.A.
 8486 Seminole Blvd.
 P.O. Box 3390
 Seminole, Florida 34642-0390

NF#2/BAYOU.AMD

RESOLUTION AMENDING THE DECLARATION OF THE CONDOMINIUM
OF LONG BAYOU CONDOMINIUM

BE IT HEREBY RESOLVED THAT:

1) Article XVII(E) of the Declaration of Condominium of Long Bayou Condominium, which currently reads as follows:

"E. Annual Report: The duty to cause the records of the Association to be audited annually as of December 31 by an independent certified public accountant and to mail a copy of the audited financial statements of the Association to each of its members by March 1 of each year."

is hereby amended to read as follows:

"E. Annual Report: The duty to annually prepare a financial report and/or financial statement as required by the Florida Condominium Act ~~cause the records of the Association to be audited annually as of~~ December 31 ~~by an independent certified public accountant and to mail a copy of the audited said report and/or statement financial statements of the Association to each of its members by March 1 of the following~~ each year.

2) The remaining terms, provisions, and conditions of the Declaration of Condominium of Long Bayou Condominium, except as modified herien, are hereby ratified, confirmed, and approved.

DATED: December 8, 1987

LONG BAYOU CONDOMINIUM ASSOCIATION, INC.

By: Alvin Felipe Cruz, P.T. (SEAL)
President

Attest: Marilyn C. White (SEAL)
Secretary

TGS#8/LB.RES

RESOLUTION AMENDING THE BY-LAWS OF
LONG BAYOU CONDOMINIUM ASSOCIATION, INC.

BE IT HEREBY RESOLVED THAT:

1) The second sentence of Article V(1) of the By-Laws of Long Bayou Condominium Association, Inc., which currently reads as follows:

"The records shall be open to inspection by Unit Owners or their authorized representatives at reasonable times and audited annual financial statements for each year starting with calendar 1977 shall be mailed to each member by March 1 of each year."

is hereby amended to read as follows:

"The records shall be open to inspection by Unit Owners or their authorized representatives at reasonable times and ~~audited~~ annual financial reports and/or financial statements as required by the Florida Condominium Act for each year ~~starting with calendar 1977~~ shall be mailed to each member by March 1 of the following each year."

2) The remaining terms, provisions, and conditions of the By-Laws of Long Bayou Condominium Association, Inc., except as modified herein, are hereby ratified, confirmed, and approved.

DATED: December 8, 1987

LONG BAYOU CONDOMINIUM ASSOCIATION, INC.

By: Alvin Philips Pres. P.T. (SEAL)
President

Attest: Marilyn C. White (SEAL)
Secretary

TGS#8/LB.RES1

87038350

6427 PAGE 2039

OK Cash 11 Chg
40 Rec 9.00
41 DS
43 Int
Tot 9.00 m

CERTIFICATE
OF AMENDMENT TO
DECLARATION OF CONDOMINIUM
OF

LONG BAYOU CONDOMINIUM ASSOCIATION, INC.

NOTICE IS HEREBY GIVEN that the Declaration of Condominium for LONG BAYOU CONDOMINIUM, a condominium, as recorded in Official Record Book 4522, at Page 1451, et seq., in the Public Records of Pinellas County, Florida, be, and the same is, hereby amended in accordance with Exhibit A attached hereto and entitled "Amendment to Declaration of Condominium of LONG BAYOU CONDOMINIUM".

Said amendment was adopted by a vote of not less than two-thirds (2/3) of the unit owners after adoption of a resolution proposing such amendment by the Board of Directors and after notice being given to all unit owners of the subject matter of the proposed amendment prior to the meeting at which the proposed amendment was adopted.

IN WITNESS WHEREOF, LONG BAYOU CONDOMINIUM, has caused this amendment to the Declaration of Condominium of LONG BAYOU CONDOMINIUM to be executed in its name by the President, and the corporate seal affixed, and attested to by its Secretary this 5th day of February, 1987, at Seminole, Pinellas County, Florida.

Signed, sealed and delivered
in the presence of:

LONG BAYOU CONDOMINIUM
ASSOCIATION, INC.

40
TOTAL

1. 16F287
9.00
9.00 CHK

Charles H. W. [Signature]
Witness

By *Nick Garey*
President

ATTEST:

By *Helen Fineberg*
Secretary

COUNTY OF PINELLAS

BEFORE ME, a Notary Public, this day personally appeared

Nick Garey and Helen Fineberg
to me well known to be the President and Secretary, respectively, of
LONG BAYOU CONDOMINIUM ASSOCIATION, INC., and known to me to be the persons
described in and who executed the foregoing instrument, and acknowledged
to and before me that they executed said instrument for the purposes therein
expressed.

WITNESS my hand and official seal this 5th day of February, 1987.



Lillian Haard
Notary Public-State of Florida

Commission Expires:
Notary Public, State of Florida at Large
My Commission Expires JAN. 1, 1988

RETURN TO: ANDERSON & ORCUTT
341 PLANT AVENUE
TAMPA, FLA. 33606

FEB 16 3 10 PM '87
RECORDS SECTION
PINELLAS COUNTY, FLORIDA
Kathleen S. [Signature]

Condominium Plats pertaining hereto recorded in Condominium Plat Book 24, Pages 52 thru 64

AMENDMENT TO
DECLARATION OF CONDOMINIUM
OF
LONG BAYOU CONDOMINIUM ASSOCIATION, INC.

A (4) ~~Notwithstanding any statement herein contained to the contrary when it becomes necessary (in the sole discretion of the Board of Directors) for any exterior maintenance, repair or restoration to be done to any building or to any sewerage line used jointly by the Unit Owners in any particular building, then the Board of Directors shall cause such maintenance, repair and/or restoration to be performed on said building and shall assess the Unit Owners in said building individually in the same proportion as their respective square footage (as set forth on Exhibit 7 hereto), bears to the aggregate square footage of all Units in such building having such exterior repair, maintenance, and/or restoration performed on it.~~

A (4) When it becomes necessary (in the sole discretion of the Board of Directors) for any exterior maintenance, repair or restoration to be done to any building or to any sewerage line used jointly by the Unit Owners in any particular building, then the Board of Directors shall cause such maintenance, repair and/or restoration to be performed on said building and shall assess all Unit Owners as a common expense as provided for in Article VII herein.

(Note: Words in struck through type are deletions from existing provisions; words underlined are additions.)

EXHIBIT "A"

3
Kathleen J. DeBlasio

CLERK CIRCUIT COURT

Feb 7 12 05 PM '86

CERTIFICATE
OF AMENDMENT TO
BY-LAWS
OF

LONG BAYOU CONDOMINIUM ASSOCIATION, INC.

NOTICE IS HEREBY GIVEN that the By-Laws of LONG BAYOU CONDOMINIUM ASSOCIATION, INC., as recorded in Official Record Book 4522, at Page 1530, et seq., in the Public Records of Pinellas County, Florida, be, and the same are, hereby amended in accordance with Exhibit C attached hereto and entitled "Amendment to By-Laws of LONG BAYOU CONDOMINIUM ASSOCIATION, INC."

Said amendment was adopted by a vote of not less than fifty-one (51%) percent of the unit owners after adoption of a resolution proposing such amendment by the Board of Directors, and after notice being given to all unit owners of the subject matter of the proposed amendment prior to the meeting at which the proposed amendment was adopted.

IN WITNESS WHEREOF, LONG BAYOU CONDOMINIUM ASSOCIATION, INC., has caused this amendment to the By-Laws of LONG BAYOU CONDOMINIUM ASSOCIATION, INC., to be executed in its name by the President, and the corporate seal affixed, and attested to by its Secretary, this 5th day of Feb., 1986, at Seminole Pinellas County, Florida.

Signed, sealed and delivered in the presence of:

LONG BAYOU CONDOMINIUM ASSOCIATION, INC.

Sharon A. Payne

By Nick Garey
President

ATTEST:

900
46 DS
43 Int
Tot 900.00

By Helen Fineberg
Secretary

19 14771818 72 1. 07AL86
40 7.00
TOTAL 7.00 CHK

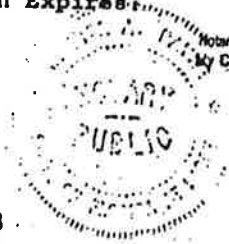
STATE OF FLORIDA.
COUNTY OF PINELLAS

BEFORE ME, a Notary Public, this day personally appeared Nick Garey and Helen Fineberg to me well known to be the President and Secretary, respectively, of LONG BAYOU CONDOMINIUM ASSOCIATION, INC., and known to me to be the persons described in and who executed the foregoing instrument, and acknowledged to and before me that they executed said instrument for the purposes therein expressed.

WITNESS my hand and official seal this 5th day of Feb., 1986.

Sharon A. Payne
Notary Public-State of Florida

My Commission Expires:



PATRICIA S. LEIB
341 PLANT AVE.
TAMPA, FL 33606

CONDONING PLAYS PERTAINING HERETO A FD IN CONDOMINIUM PLAT BOOK 24 PAGES 52 THRU 64

AMENDMENT TO BY-LAWS

OF

LONG BAYOU CONDOMINIUM ASSOCIATION, INC.

ARTICLE VI
BUDGET

Section 1. Copy of Proposed Budget. A copy of the proposed budget for the subsequent year shall be mailed by the Board of Directors to all Unit Owners, together with a notice of the time and place of the Directors' meeting at which such budget shall be considered, at least ~~thirty--(30)~~ fourteen (14) days prior to such meeting.

(Note:- Words in struck-through type are deletions from existing provisions; words underlined are additions.)

7
Kathleen J. DeBlasio
CLERK CIRCUIT COURT
Feb 7 12 09 PM 1986

86071719

D.R. 3201 PAGE 158

CERTIFICATE
OF AMENDMENT TO
UNIFORM RULES AND REGULATIONS
OF
LONG BAYOU CONDOMINIUM ASSOCIATION, INC.

CONDOMINIUM PLATS PERTAINING HERETO ARE FILED IN CONDOMINIUM PLAT BOOK 24 PAGES 52 THRU 64

NOTICE IS HEREBY GIVEN that the Uniform Rules and Regulations for LONG BAYOU CONDOMINIUM, adopted in February, 1977, and contained in Exhibit G of the Prospectus of LONG BAYOU CONDOMINIUM are hereby amended in accordance with Exhibit "B" attached hereto and entitled "Amendment to Uniform Rules and Regulations of LONG BAYOU CONDOMINIUM".

Said amendment was adopted by a vote of not less than fifty-one (51%) percent of the unit owners after adoption of a resolution proposing such amendment by the Board of Directors, and after notice being given to all unit owners of the subject matter of the proposed amendment prior to the meeting at which the proposed amendment was adopted.

IN WITNESS WHEREOF, LONG BAYOU CONDOMINIUM ASSOCIATION, INC., has caused this amendment to the Uniform Rules and Regulations of LONG BAYOU CONDOMINIUM ASSOCIATION, INC., to be executed in its name by the President, and the corporate seal affixed, and attested to by its Secretary, this 5th day of Feb., 1986, at Seaside Pinellas County, Florida.

Signed, sealed and delivered in the presence of:

Sharon A. Payne

C: 900.-
40 Fed. ---
41 DC ---
43 Int ---
Tot 9.00

LONG BAYOU CONDOMINIUM ASSOCIATION, INC.

By Nick Garey
President

ATTEST:

By Helen Fineberg
Secretary

STATE OF FLORIDA
COUNTY OF PINELLAS

14 14771217 72 1. 07AL84
40 9.00
TOTAL 9.00 CW

BEFORE ME, a Notary Public, this day personally appeared Nick Garey and Helen Fineberg to me well known to be the President and Secretary, respectively, of LONG BAYOU CONDOMINIUM ASSOCIATION, INC., and known to me to be the persons described in and who executed the foregoing instrument, and acknowledged to and before me that they executed said instrument for the purposes therein expressed.

WITNESS my hand and official seal this 5th day of Feb., 1986.

Sharon A. Payne
Notary Public-State of Florida

My Commission Expires:

Notary Public, State of Florida at Large
My Commission Expires JUNE 27, 1989

Return to:
PATRICIA S. LEIB
341 PLANT AVE.
TAMPA, FL 33608

AMENDMENT TO
EXHIBIT "G"
LONG BAYOU CONDOMINIUM
UNIFORM RULES AND REGULATIONS

Rule 18 of the Uniform Rules and Regulations of the LONG BAYOU CONDOMINIUM adopted in February, 1977 as amended through May 31, 1983 as contained in EXHIBIT "G" of the Prospectus of LONG BAYOU CONDOMINIUM is hereby to be amended as follows:

18. Designated time for use of the pool by visiting children, accompanied by an adult from the unit he or she is visiting, shall be from 10:00 A.M. until 1:00 P.M. and from 4:00 P.M. to 6:00 P.M. daily. No one under the age of eighteen (18) is allowed in the whirlpool at any time. No bathing equipment, such as flippers, floats, etc. can ever be used in the pool.

(Note:- Words in struck through type are deletions from existing provisions; words underlined are additions).

EXHIBIT "B"

Return to:
PATRICIA S. LEIB
341 PLANT AVE
TAMPA, FL 33606

William F. DeBlaker

CLERK CIRCUIT COURT

Apr 7 12 05 PM '86

CERTIFICATE OF AMENDMENT TO BY-LAWS OF

LONG BAYOU CONDOMINIUM ASSOCIATION, INC.

O.R. 6201 PAGE 153

NOTICE IS HEREBY GIVEN that the By-Laws of LONG BAYOU CONDOMINIUM ASSOCIATION, INC., as recorded in Official Record Book 4522, at Page 1530, at seq., in the Public Records of Pinellas County, Florida, be, and the same are, hereby amended in accordance with Exhibit A attached hereto and entitled: "Amendment to By-Laws of LONG BAYOU CONDOMINIUM ASSOCIATION, INC."

Said amendment was adopted by a vote of not less than fifty-one (51%) percent of the unit owners after adoption of a resolution proposing such amendment by the Board of Directors, and after notice being given to all unit owners of the subject matter of the proposed amendment prior to the meeting at which the proposed amendment was adopted.

IN WITNESS WHEREOF, LONG BAYOU CONDOMINIUM ASSOCIATION, INC., has caused this amendment to the By-Laws of LONG BAYOU CONDOMINIUM ASSOCIATION, INC., to be executed in its name by the President, and the corporate seal affixed, and attested to by its Secretary, this 5th day of Feb, 1986, at Seminole Pinellas County, Florida.

Signed, sealed and delivered in the presence of:

Shawn A. Payne

LONG BAYOU CONDOMINIUM ASSOCIATION, INC.

By Mida Gary President

ATTEST:

By Helen Fineberg Secretary

01 Rec 13.00
41 DS
43 Int
Tot 13.00

STATE OF FLORIDA
COUNTY OF PINELLAS

14 14771816 72 1. 07AL04
40 13.00
TOTAL 13.00 CHK

BEFORE ME, a Notary Public, this day personally appeared Nick Garey and Helen Fineberg to me well known to be the President and Secretary, respectively, of LONG BAYOU CONDOMINIUM ASSOCIATION, INC., and known to me to be the persons described in and who executed the foregoing instrument, and acknowledged to and before me that they executed said instrument for the purposes therein expressed.

WITNESS my hand and official seal this 5th day of Feb, 1986.

Shawn A. Payne
Notary Public-State of Florida

My Commission Expires:

Notary Public, State of Florida at Large
My Commission Expires JUNE 27, 1989



Return to: PATRICIA S. LEIB
341 PLANT AVE.
TAMPA, FL 33608

CONDOMINIUM PLATS PERTAINING HERETO ARE FILED IN CONDOMINIUM PLAT BOOK 24 PAGES 52 thru 64

AMENDMENT TO BY-LAWS

OF

LONG BAYOU CONDOMINIUM ASSOCIATION, INC.

Section 1. Number, Quorum, Term, Vacancies, Removal. The Board of Directors of the Association shall initially consist of three members and shall thereafter be three, five or seven persons. The number of Directors may be changed from time to time by a resolution adopted by a majority of the whole Board. ~~The names of the Directors appointed by the Developer as of the date hereof shall be 1, Stephen Bronstein, 2, Kenneth Brooke, and 3, Rachel Shrey, who shall hold office until the first meeting at which Members of the Association shall be entitled to vote for Directors of the Association. The resignation of a Director shall be effective at the time of its receipt unless a different time is fixed therein; the acceptance of a resignation shall not be required to make it effective.~~

A majority of the members of the Board of Directors then holding office (but not less than one-third of the total number of Directors nor less than two Directors), shall constitute a quorum for the transaction of business, but if at any meeting of the Board there shall be less than a quorum present, a majority of those present may adjourn the meeting from time to time, without further notice other than the announcement at the meeting, until a quorum shall have been obtained. Unless otherwise specifically required, the act of a majority of the Directors present at a meeting at which there is a quorum shall constitute action by the Board of Directors.

The following provisions of this Section 1 shall be applicable only to Directors elected by the Members of the Association and not applicable to those Directors appointed by the Developer.

At the Annual meeting in January, 1984, four (4) Directors shall be elected by the Members of the Association. The two (2) candidates elected by the Members of the Association at such meeting, who receive the greatest number of votes cast, shall be elected for a term of two (2) years, i.e. from the date of their election until their successors shall have been elected and shall have qualified, unless sooner removed.

The other two (2) candidates elected by the Members of the Association at such meeting shall be elected for a term of one (1) year, i.e. from the date of their election until the first (1st) annual election following their election and until their successors shall have been elected and shall have qualified, unless sooner removed.

At the annual meeting in January, 1985, and at each annual meeting thereafter the Directors shall be elected for a term of two (2) years, i.e. from the date of their election until the second annual meeting following the election and until their successors shall have been elected and shall have qualified, unless sooner removed.

At the annual meeting in January, 1988, four (4) directors shall be elected by the members of the Association. The two (2) candidates elected by the members of the Association, who receive the greatest number of votes cast, shall be elected for a term of two (2) years, i.e. from the date of their election until their successors shall have been elected and shall have qualified, unless sooner removed.

Return to:

PATRICIA S. LEIB
341 PLANT AVE.
TAMPA, FL 33609

EXHIBIT "A"
(Page 1 of 2)

1986

Amendment to the By-Laws of Long Bayou Condominium Association, Inc.
Page Two

The other two (2) candidates elected by the members of the Association at such meeting shall be elected for a term of one (1) year, i.e. from the date of their election until the first (1st) annual election following their election and until their successors have been elected and shall have qualified, unless sooner removed.

At the annual meeting in January, 1989, and at each annual meeting thereafter, three (3) directors shall be elected by the members of the Association. The two (2) candidates elected by the members of the Association at each such meeting, who received the greatest number of votes cast, shall be elected for a term of two (2) years, i.e. from the date of their election until their successors shall have been elected and shall have qualified, unless sooner removed.

The other candidate elected by the members of the Association at each such meeting shall be elected for a term of one (1) year from the date of his or her election, until the first annual election following his or her election and until his or her successor shall have been elected and shall have qualified, unless sooner removed.

Whenever any vacancy shall have occurred in the Board of Directors by reason of death, resignation or otherwise, other than removal of a Director without cause by a vote of the Members, it shall be filled by a majority of the remaining Directors, though less than a quorum, (except as otherwise provided by law), or by the members, and the person so chosen shall hold office until the next annual election and until his successor is duly elected and has qualified. Whenever any vacancy shall have occurred in the Board of Directors by reason of death, resignation or otherwise, other than removal of a Director without cause by a vote of the members, it shall be filled by a majority vote of the remaining members of the Board of Directors and the person so appointed shall serve until the expiration of the term of the Director whose place he or she took. In the event that the Board of Directors cannot agree on a replacement, the candidate who is ready, willing and able to serve, who received the next highest number of votes at the last annual election, shall be appointed to serve until the expiration of the term of the Director whose place he or she is taking. Any one or more of the Directors of the Association may be removed either with or without cause at any time by a Majority Vote of the Association and thereupon the term of the Director who shall have been so removed shall forthwith terminate and there shall be a vacancy in the Board of Directors, to be filled by a vote of the Members to provided in these By-Laws; a special meeting of the members to remove a Director may be called as provided in these By-Laws or shall be called by the Secretary upon the written request of at least ten (10%) percent of the members and in either event shall state the purpose of the meeting. No person shall be elected as a Director who is not either a Member of the Association or the spouse of a Member and if such membership shall terminate for any reason, the Director shall be deemed to have automatically resigned as of the date of such termination.

1986

(Note:- Words in struck-through type are deletions from existing provisions; words underlined are additions.)

EXHIBIT "A"
 (Page 2 of 2)

PATRICIA S. LEIB
 341 PLANT AVE.
 TAMPA, FL 33606

CERTIFICATE OF AMENDMENT TO DECLARATION OF CONDOMINIUM OF LONG BAYOU CONDOMINIUM

NOTICE IS HEREBY GIVEN that the Declaration of Condominium for LONG BAYOU CONDOMINIUM, a condominium, as recorded in Official Record Book 4522, at Page 1451, et seq., in the Public Records of Pinellas County, Florida, be, and the same is, hereby amended in accordance with Exhibit A attached hereto and entitled "Amendment to Declaration of Condominium of LONG BAYOU CONDOMINIUM".

Said amendment was adopted by a vote of not less than two-thirds (2/3) of the unit owners after adoption of a resolution proposing such amendment by the Board of Directors and after notice being given to all unit owners of the subject matter of the proposed amendment prior to the meeting at which the proposed amendment was adopted.

IN WITNESS WHEREOF, LONG BAYOU CONDOMINIUM, has caused this amendment to the Declaration of Condominium of LONG BAYOU CONDOMINIUM to be executed in its name by the President, and the corporate seal affixed, and attested to by its Secretary this 9th day of June, 1983, at Pinellas County, Florida.

Signed, sealed and delivered in the presence of:

LONG BAYOU CONDOMINIUM

Signature of Carol A. Frank

By David J. Mountan, Jr. President

ATTEST:

Notary Seal: ROBERT G. DEBLASER, CLERK CIRCUIT COURT, JUN 13 4 04 PM '83

By David W. Leone Secretary

15 15536475 70 1. 13JUN83 40 13.00 0 13.00 CA

STATE OF FLORIDA COUNTY OF PINELLAS

BEFORE ME, a Notary Public, this day personally appeared David J. Mountan, Jr. and David W. Leone to me well known to be the President and Secretary, respectively, of LONG BAYOU CONDOMINIUM, and known to me to be the persons described in and who executed the foregoing instrument, and acknowledged to and before me that they executed said instrument for the purposes therein expressed.

WITNESS my hand and official seal this 9th day of June, 1983.

Signature of Carol A. Frank, Notary Public-State of Florida

My Commission Expires:

Notary Public, State Of Florida At Large My Commission Expires April 28, 1987

01 Cash 11 Chg 40 Rec 13.00 41 DS 43 Int 13.00 Tot 13.00

This instrument was prepared by: Name Patricia Lutz Address Anderson, Thorne, Base and Ovesada 602 S. Boulevard

RETURN TO: Long Bayou Condo. 9777 62nd Terr. N. St. Pete, Fla 33708

AMENDMENT
TO
DECLARATION OF CONDOMINIUM
OF
LONG BAYOU CONDOMINIUM

ARTICLE XIV, Paragraph G, on p. 23 (recorded at O.R. 4522,
Page 1487), is amended to read as follows:

G. Conditions to any Approval of Leasing Arrangements:

Whether or not otherwise communicated to a unit owner,
the following provisions shall apply to any proposed leasing
arrangements:

- (1) No lease of any unit shall be for a period of time less than three (3) months.
- (2) Sub-leasing of any unit is forbidden unless specific written approval thereof by the Board of Directors is obtained, to prevent hardship.
- (3) The Board of Directors shall have the right to require that a substantially uniform form of lease be used by all Unit Owners (copies of any such required lease form shall be available from the Secretary of the Association.)
- (4) In the event the Board of Directors approves a lease, such approval of a lease shall not release the Unit Owner from any obligation under this Declaration, and either the lessee or the Unit Owner, but not both, shall have the right to use the Condominium Property to the exclusion of the other party.
- (5) The lessee shall comply with all provisions of this Declaration and the Uniform Rules and Regulations.
- (6) If at any time during such lease the Unit Owner shall be delinquent in the payment of his Assessments, the lessee shall pay his rent directly to the Association until the delinquent Assessment and any interest thereon shall have been paid in full.

PROPOSED AMENDMENT TO
DECLARATION OF CONDOMINIUM
OF
LONG BAYOU CONDOMINIUM

ARTICLE XIV, Paragraph G, on p. 23 is amended to read as follows:

G. Conditions to any Approval of Leasing Arrangements:

Whether or not otherwise communicated to a unit owner, the following provisions shall apply to any proposed leasing arrangements:

- (1) No lease of any unit shall be for a period of time less than three (3) months.
- (2) Sub-leasing of any unit is forbidden unless specific written approval thereof by the Board of Directors is obtained, to prevent hardship.
- ~~(3)~~ (3) The Board of Directors shall have the right to require that a substantially uniform form of lease be used by all Unit Owners (copies of any such required lease form shall be available from the Secretary of the Association.)
- ~~(4)~~ (4) In the event the Board of Directors approves a lease, such approval of a lease shall not release the Unit Owner from any obligation under this Declaration, and either the lessee or the Unit Owner, but not both, shall have the right to use the Condominium Property to the exclusion of the other party.
- ~~(5)~~ (5) The lessee shall comply with all provisions of this Declaration and the Uniform Rules and Regulations.
- ~~(6)~~ (6) If at any time during such lease the Unit Owner shall be delinquent in the payment of his Assessments, the lessee shall pay his rent directly to the Association until the delinquent Assessment and any interest thereon shall have been paid in full.

(Note: Words in struck-through type are deletions from existing provisions; words underlined are additions.)

ELENA CIRCUIT COURT

JUN 13 4 04 PM '83

CERTIFICATE OF AMENDMENT TO BY-LAWS OF

LONG BAYOU CONDOMINIUM ASSOCIATION, INC.

NOTICE IS HEREBY GIVEN that the By-Laws of LONG BAYOU CONDOMINIUM ASSOCIATION, INC., as recorded in Official Record Book 4522, at Page 1530, et seq., in the Public Records of Pinellas County, Florida, be, and the same are, hereby amended in accordance with Exhibit A attached hereto and entitled "Amendment to By-Laws of LONG BAYOU CONDOMINIUM ASSOCIATION, INC."

Said amendment was adopted by a vote of not less than fifty-one (51%) percent of the unit owners after adoption of a resolution proposing such amendment by the Board of Directors including the Developer, and after notice being given to all unit owners of the subject matter of the proposed amendment prior to the meeting at which the proposed amendment was adopted.

IN WITNESS WHEREOF, LONG BAYOU CONDOMINIUM ASSOCIATION, INC., has caused this amendment to the By-Laws of LONG BAYOU CONDOMINIUM ASSOCIATION, INC., to be executed in its name by the President, and the corporate seal affixed, and attested to by its Secretary, this 9th day of June, 1983, at Pinellas County, Florida.

Signed, sealed and delivered in the presence of:

LONG BAYOU CONDOMINIUM ASSOCIATION, INC.

Carole A. Lusk

By David J. Mountan, Jr.
President

ATTEST:

By David W. Leone
Secretary

40 21 00
0 21 00

STATE OF FLORIDA
COUNTY OF PINELLAS

BEFORE ME, a Notary Public, this day personally appeared David J. Mountan, Jr. and David W. Leone to me well known to be the President and Secretary, respectively, of LONG BAYOU CONDOMINIUM ASSOCIATION, INC., and known to me to be the persons described in and who executed the foregoing instrument, and acknowledged to and before me that they executed said instrument for the purposes therein expressed.

WITNESS my hand and official seal this 9th day of June, 1983.

Carole A. Lusk
Notary Public-State of Florida

My Commission Expires:

Notary Public, State Of Florida At Large
My Commission Expires April 28 1987

PLAT BOOK
PAGES 52-64

01 Cash in Chg
40 Rec 21.00
41 DS
43 Int
Tot 21.00

This instrument was prepared by:

Name Patricia Leeb
Address Anderson Street, East and Georgia
402 S. Boulevard
Bayport, Fla 33606

RETURN TO: Long Bayou Assoc
8777 Central Expwy
St Pete, Fla

AMENDMENT
TO
BY-LAWS
OF
LONG BAYOU CONDOMINIUM ASSOCIATION, INC.

ARTICLE II, Section 1, on p. 48-49 (recorded at O.R. 4522 Page 1534), is amended to read as follows:

Section 1. Number, Quorum, Term, Vacancies, Removal. The Board of Directors of the Association shall initially consist of three members and shall thereafter be three, five or seven persons. The number of Directors may be changed from time to time by a resolution adopted by a majority of the whole Board. The names of the Directors appointed by the Developer as of the date hereof shall be 1. Stephen Bronstein, 2. Kenneth Brooke and 3. Rachel Shroy, who shall hold office until the first meeting at which Members of the Association shall be entitled to vote for Directors of the Association. The resignation of a Director shall be effective at the time of its receipt unless a different time is fixed therein; the acceptance of a resignation shall not be required to make it effective.

A majority of the members of the Board of Directors then holding office (but not less than one-third of the total number of Directors nor less than two Directors) shall constitute a quorum for the transaction of business, but if at any meeting of the Board there shall be less than a quorum present, a majority of those present may adjourn the meeting from time to time, without further notice other than the announcement at the meeting, until a quorum shall have been obtained. Unless otherwise specifically required, the act of a majority of the Directors present at a meeting at which there is a quorum shall constitute action by the Board of Directors.

The following provisions of this Section 1 shall be applicable only to Directors elected by the Members of the Association and not applicable to those Directors appointed by the Developer.

At the annual meeting in January, 1984, four (4) Directors shall be elected by the Members of the Association. The two (2) candidates elected by the Members of the Association at such meeting, who receive the greatest number of votes cast, shall be elected for a term of two (2) years, i.e. from the date of their election until their successors shall have been elected and shall have qualified, unless sooner removed.

The other two (2) candidates elected by the Members of the Association at such meeting shall be elected for a term of one (1) year, i.e. from the date of their election until the first (1st) annual election following their election and until their successors shall have been elected and shall have qualified, unless sooner removed.

At the Annual Meeting in January, 1985, and at each annual meeting thereafter the Directors shall be elected for a term of two (2) years, i.e. from the date of their election until the second annual meeting following the election and until their successors shall have been elected and shall have qualified, unless sooner removed.

Whenever any vacancy shall have occurred in the Board of Directors by reason of death, resignation or otherwise, other than removal of a Director without cause by a vote of the Members, it shall be filled by a majority of the remaining Directors, though less than a quorum (except as otherwise provided by law).

or by the members, and the person so chosen shall hold office until the next annual election and until his successor is duly elected and has qualified. Any one or more of the Directors of the Association may be removed either with or without cause at any time by a Majority Vote of the Association and thereupon the term of the Director who shall have been so removed shall forthwith terminate and there shall be a vacancy in the Board of Directors, to be filled by a vote of the Members as provided in these By-laws; a special meeting of Members to remove a Director may be called as provided in these By-laws or shall be called by the Secretary upon the written request of at least ten (10%) percent of the Members and in either event shall state the purpose of the meeting. No person shall be elected as a Director who is not either a Member of the Association or the spouse of a Member and if such membership shall terminate for any reason, the Director shall be deemed to have automatically resigned as of the date of such termination.

PROPOSED AMENDMENT TO
 BY-LAWS
 OF
 LONG BAYOU CONDOMINIUM ASSOCIATION, INC.

ARTICLE II, DIRECTORS. Section 1, on p. 48-49 is amended to read as follows:

Section 1. Number, Quorum, Term, Vacancies, Removal. The Board of Directors of the Association shall initially consist of three members and shall thereafter be three, five or seven persons. The number of Directors may be changed from time to time by a resolution adopted by a majority of the whole Board. The names of the Directors appointed by the Developer as of the date hereof shall be 1. Stephen Bronstein, 2. Kenneth Brooke and J. Rachel Shroy, who shall hold office until the first meeting at which Members of the Association shall be entitled to vote for Directors of the Association. The resignation of a Director shall be effective at the time of its receipt unless a different time is fixed therein; the acceptance of a resignation shall not be required to make it effective.

A majority of the members of the Board of Directors then holding office (but not less than one-third of the total number of Directors nor less than two Directors) shall constitute a quorum for the transaction of business, but if at any meeting of the Board there shall be less than a quorum present, a majority of those present may adjourn the meeting from time to time, without further notice other than the announcement at the meeting, until a quorum shall have been obtained. Unless otherwise specifically required, the act of a majority of the Directors present at a meeting at which there is a quorum shall constitute action by the Board of Directors.

The following provisions of this Section 1 shall be applicable only to Directors elected by the Members of the Association and not applicable to those Directors appointed by the Developer. ~~Directors shall hold office until the next annual election and until their successors shall have been elected and shall have qualified unless sooner removed.~~

At the annual meeting in January, 1984, four (4) Directors shall be elected by the Members of the Association. The two (2) candidates elected by the Members of the Association at such meeting, who receive the greatest number of votes cast, shall be elected for a term of two (2) years, i.e. from the date of their election until their successors shall have been elected and shall have qualified, unless sooner removed.

The other two (2) candidates elected by the Members of the Association at such meeting shall be elected for a term of one (1) year, i.e. from the date of their election until the first (1st) annual election following their election and until their successors shall have been elected and shall have qualified, unless sooner removed.

At the Annual Meeting in January, 1985, and at each annual meeting thereafter the Directors shall be elected for a term of two (2) years, i.e. from the date of their election until the second annual meeting following the election and until their successors shall have been elected and shall have qualified, unless sooner removed.

Whenever any vacancy shall have occurred in the Board of Directors by reason of death, resignation or otherwise, other than removal of a Director without cause by a vote of the Members, it shall be filled by a majority of the remaining Directors, though less than a quorum (except as otherwise provided by law), or by the members, and the person so chosen shall hold office until the next annual election and until his successor is duly elected and has qualified. Any one or more of the Directors of the Association may be removed either with or without cause at any time by a Majority Vote of the Association and thereupon the term of the Director who shall have been so removed shall forthwith terminate and there shall be a vacancy in the Board of Directors, to be filled by a vote of the Members as

PROPOSED AMENDMENT TO BY-LAWS OF LONG HAYOU CONDOMINIUM ASSOCIATION, INC.

provided in these By-laws; a special meeting of Members to remove a Director may be called as provided in these By-laws or shall be called by the Secretary upon the written request of at least ten (10%) percent of the Members and in either event shall state the purpose of the meeting. No person shall be elected as a Director who is not either a Member of the Association or the spouse of a Member and if such membership shall terminate for any reason, the Director shall be deemed to have automatically resigned as of the date of such termination.

(Note:- Words in struck-through type are deletions from existing provisions; words underlined are additions.)

FLORIDA
CLERK CIRCUIT COURT
JUN 13 4 04 PM '83

CERTIFICATE
OF AMENDMENT TO
UNIFORM RULES AND REGULATIONS
OF
LONG BAYOU CONDOMINIUM

NOTICE IS HEREBY GIVEN that the Uniform Rules and Regulations for LONG BAYOU CONDOMINIUM, adopted in February, 1977, and contained in Exhibit G of the Prospectus of LONG BAYOU CONDOMINIUM are hereby amended in accordance with Exhibit A attached hereto and entitled "Amendment to Uniform Rules and Regulations of LONG BAYOU CONDOMINIUM".

Said amendment was adopted by a vote of not less than fifty-one (51%) percent of the unit owners after adoption of a resolution proposing such amendment by the Board of Directors and after notice being given to all unit owners of the subject matter of the proposed amendment prior to the meeting at which the proposed amendment was adopted.

IN WITNESS WHEREOF, LONG BAYOU CONDOMINIUM, has caused these amendments to the Uniform Rules and Regulations of LONG BAYOU CONDOMINIUM to be executed in its name by the President, and the corporate seal affixed, and attested to by its Secretary this Ninth day of June, 1983, at _____, Pinellas County, Florida.

Signed, sealed and delivered in the presence of:

LONG BAYOU CONDOMINIUM

Carole A. Lunk

By David J. Moutan Jr.
President

ATTEST:

By David W. Leone
Secretary



15 15530997 70 1.. 13JUN83
30 21.00
0 21.00 CA

STATE OF FLORIDA
COUNTY OF PINELLAS

BEFORE ME, a Notary Public, this day personally appeared David J. Moutan, Jr. and David W. Leone to me well known to be the President and Secretary, respectively, of LONG BAYOU CONDOMINIUM, and known to me to be the persons described in and who executed the foregoing instrument, and acknowledged to and before me that they executed said instrument for the purposes therein expressed.

WITNESS my hand and official seal this 9th day of June, 1983.

Carole A. Lunk
Notary Public - State of Florida

My Commission Expires:

Notary Public, State Of Florida At Large
My Commission Expires April 28, 1987

CONDOMINIUM PLATS PERTAINING HERETO ARE FILED IN CONDOMINIUM
PLAT BOOK 24 PAGES 52-64

40 Rec 21.00
41 DS _____
43 Int _____
Tot 21.00

This instrument was prepared by: RETURITION

Name Patricia LIEB
Address Anderson, Thore, Grose
and Duesada
602 S. Boulevard, TAMPA, Fla 33606

Long Bayou Condo. c
9777 62nd Terr. N.
St. Pete, Fla 3370

AMENDMENT
TO
UNIFORM RULES AND REGULATIONS
OF
LONG BAYOU CONDOMINIUM

Rules 17, 25 and 26 of the Uniform Rules and Regulations of LONG BAYOU CONDOMINIUM, adopted in February, 1977, as amended and contained in EXHIBIT G of the Prospectus of LONG BAYOU CONDOMINIUM is hereby amended as follows:

17. No one under the age of eighteen (18) shall be permitted to enter and use the Recreation Building facilities. This does not apply to the use of the rest room facilities.

No one under the age of eighteen (18) shall be permitted to enter and use the facilities of the Auditorium and/or Lounge, except that the Board of Directors may permit persons under the age of eighteen (18) to enter and use such facilities for:

- a) Private Parties
- b) Wednesday Coffee Klatch Meetings
- c) Any Social function held under the auspices of the Association, the Social Club, Little Theatre Group or any other group or club comprised of members of the Association.

The Board of Directors, in authorizing such use, shall post the permission and the terms thereof on the Bulletin Board in the Recreation Building no less than 48 hours prior to the holding of such Private Party, Wednesday Coffee Klatch Meeting or Social Function.

25. All residents must conform to the rules posted for use in and around the Pool and other Recreation facilities by the Association. The Association shall obtain and make available, to all Unit Owners, Lessees and Guests, Identification Bracelets or Tags, for use in and around the Pool and other Recreation facilities. The Association may require a refundable deposit for issuance of Identification Bracelet or Tag to Lessees and Guests. Unit Owners, Lessees and Guests shall wear or have such Identification Bracelets or Tags on their persons or on personal belongings in their immediate vicinity at all times while in and around the Pool and other Recreation facilities.

26. All vehicles must be parked in parking spaces so that the front of the vehicle faces into the curbing. This rule is to prevent noxious fumes from the exhaust of the vehicles from entering and permeating living areas in the Condominium.

PROPOSED AMENDMENT TO
EXHIBIT G
LONG BAYOU CONDOMINIUM
UNIFORM RULES AND REGULATIONS

Rule 17 of the Uniform Rules and Regulations of LONG BAYOU CONDOMINIUM, adopted in February, 1977, as amended and contained in EXHIBIT G of the Prospectus of LONG BAYOU CONDOMINIUM is hereby amended as follows:

17. No one under the age of eighteen (18) shall be permitted to enter and use the Recreation Building facilities. This does not apply to the use of the rest room facilities.

No one under the age of eighteen (18) shall be permitted to enter and use the facilities of the Auditorium and/or Lounge, except that the Board of Directors may permit persons under the age of eighteen (18) to enter and use such facilities for:

- a) Private Parties
- b) Wednesday Coffee Klatch Meetings
- c) Any Social function held under the auspices of the Association, the Social Club, Little Theatre Group or any other group or club comprised of members of the Association.

The Board of Directors, in authorizing such use, shall post the permission and the terms thereof on the Bulletin Board in the Recreation Building no less than 48 hours prior to the holding of such Private Party, Wednesday Coffee Klatch Meeting or Social Function.

(Note:- Words in struck-through type are deletions from existing provisions; words underlined are additions.)

PROPOSED AMENDMENT TO
EXHIBIT G
LONG BAYOU CONDOMINIUM
UNIFORM RULES AND REGULATIONS

Rule 25 of the Uniform Rules and Regulations of the LONG BAYOU CONDOMINIUM adopted in February, 1977, as amended and contained in EXHIBIT G of the Prospectus of the LONG BAYOU CONDOMINIUM is hereby amended as follows:

25. All residents must conform to the rules posted for use in and around the Pool and other Recreation facilities by the Association. The Association shall obtain and make available, at minimal cost, to all Unit Owners and Lessees, Identification Bracelets or Tags, for use in and around the Pool and other Recreation facilities. Unit Owners, Lessees and Guests shall wear or have such Identification Bracelets or Tags on their persons or on personal belongings in their immediate vicinity at all times while in and around the Pool and other Recreation facilities.

(Note:- Words in struck through type are deletions from existing provisions ; words are underlined are additions.)

PROPOSED AMENDMENT TO
EXHIBIT G
LONG BAYOU CONDOMINIUM
UNIFORM RULES AND REGULATIONS

Rule 26. All vehicles must be parked in parking spaces so that the front of the vehicle faces into the curbing. This rule is to prevent noxious fumes from the exhaust of the vehicles from entering and permeating living areas in the Condominium.

(Note:- Words in struck through type are deletions from existing provisions; words underlined are additions.)

82194828

C. I. 5446 PART 460

DL Co. ✓
40 Rec. 13.00
41 OS
43 Int.
Tel. 13.00
BA

CLERK OF COURT
DEC 20 4 35 PM '82

CERTIFICATE
OF AMENDMENT TO
UNIFORM RULES AND REGULATIONS
OF
LONG BAYOU CONDOMINIUM

NOTICE IS HEREBY GIVEN that the Uniform Rules and Regulations for LONG BAYOU CONDOMINIUM, adopted in February, 1977, and contained in Exhibit G of the Prospectus of LONG BAYOU CONDOMINIUM are hereby amended in accordance with Exhibit A attached hereto and entitled "Amendment to Uniform Rules and Regulations of LONG BAYOU CONDOMINIUM".

Said amendment was adopted by a vote of not less than fifty-one (51) percent of the unit owners after adoption of a resolution proposing such amendment by the Board of Directors and after notice being given to all unit owners of the subject matter of the proposed amendment prior to the meeting at which the proposed amendment was adopted.

IN WITNESS WHEREOF, LONG BAYOU CONDOMINIUM, has caused these amendments to the Uniform Rules and Regulations of LONG BAYOU CONDOMINIUM to be executed in its name by the President, and the corporate seal affixed, and attested to by its Secretary this 9 day of November, 1982, at Seminole, Pinellas County, Florida.

Signed, sealed and delivered
in the presence of:
Ostrum Shepard

LONG BAYOU CONDOMINIUM
BY William J. Lard
President

ATTEST:
BY Howard H. Vogt
Secretary



Return to: Long Bayou Condominium Association C/o Regency Realty Management
801 West Bay Drive Suite 704
Largo, FL 33540
Attention: Richard Kooker

STATE OF FLORIDA
COUNTY OF PINELLAS

BEFORE ME, a Notary Public, this day personally appeared William J. Lard and Howard H. Vogt to me well known to be the President and Secretary, respectively, of LONG BAYOU CONDOMINIUM, and known to me to be the persons described in and who executed the foregoing instrument, and acknowledged to and before me that they executed said instrument for the purposes therein expressed.

WITNESS my hand and official seal this 9 day of November, 1982.

Ostrum R. Shepard
Notary Public

My Commission Expires:

Notary Public, State of Florida at Largo
My Commission Expires JUNE 27, 1983

Condominium Plat (s) pertaining hereto is filed in Condominium Plat Book 24
Page 052, 064

Steven Anderson
711 Grand Central
Clearwater, FL

AMENDMENT TO
UNIFORM RULES AND REGULATIONS
OF
LONG BAYOU CONDOMINIUM

Rules 17, 19, 21, 22, 23, 24, 25, and 26 of the Uniform Rules and Regulations of LONG BAYOU CONDOMINIUM, adopted in February 1977, are contained in Exhibit G of the Prospectus of LONG BAYOU CONDOMINIUM are hereby amended as follows:

17. No one under the age of eighteen (18) shall be permitted to enter and use the Recreation Building Facilities. This does not apply to the use of rest room facilities.

19. No unit owner shall store or leave trailers, boats, motor-homes, travel trailers, open bed trucks, campers or vans of any description on the condominium property except in such area, if any, as designated by the Association. This shall not be construed as to prevent a unit owner, lessee or guest from using a parking area for a van, motor-home or camper measuring not in excess of twenty (20) feet which is used by such unit owner, lessee or guest as his exclusive means of transportation.

21. No unit owner shall be assigned or use more than one (1) covered parking space, except as hereinafter provided, and a lessee of such unit owner shall be limited to such assigned covered parking space. Any unit owner who wishes to permit another person to use his assigned covered parking space shall provide such permission in writing and shall submit a copy of such written permission to the Board of Directors and to the Manager. A second (2nd) car shall be parked in such area as may be specified by the Association.

22. Only street apparel (including bermuda shorts for both men and women) shall be allowed while on or about the premises of the Condominium Community; provided further that men shall also be attired in shirts and women attired in blouses. Barefeet are not allowed except at poolside. No one shall be attired in a bathing suit on or about the premises unless they are wearing a beach robe, other than at poolside.

23. No one is permitted to live, sleep or prepare food or eat in any recreational or other vehicle on these premises.

24. Dogs and cats must be leashed at all times and walked in the designated area. This provision shall be strictly enforced.



PROPOSED AMENDMENT TO
UNIFORM RULES AND REGULATIONS
OF
LONG BAYOU CONDOMINIUM

Rules 17, 19, 21, 22, 23, 24, 25 and 26 of the Uniform Rules and Regulations of LONG BAYOU CONDOMINIUM, adopted in February, 1977, and contained in Exhibit G of the Prospectus of LONG BAYOU CONDOMINIUM are hereby amended as follows:

17. No one under the age of eighteen (18) shall be permitted to enter and use the Recreation Building facilities. This does not apply to the use of rest room facilities.

19. No unit owner shall store or leave trailers, boats, motor-homes, travel trailers, open bed trucks, campers, or vans of any description on the condominium property except in such area, if any, as designated by the Association. This shall not be construed as to prevent a unit owner, lessee or guest from using a parking area for a van, motor-home or camper measuring not in excess of twenty (20) feet which is used by such unit owner, lessee or guest as his exclusive means of transportation.

~~21. Activities of any nature and description of any outside group, secret society, political gathering or activity of any nature and description, club, fraternities, guilds, associations or corporations are prohibited from the use of the auditorium or any other Recreation facility.~~

22. 21. No unit owner shall be assigned or use more than one (1) covered parking space, except as hereinafter provided, and a lessee of such unit owner shall be limited to such assigned covered parking space. Any unit owner who wishes to permit another person to use his assigned covered parking space shall provide such permission in writing and shall submit a copy of such written permission to the Board of Directors and to the Manager. A second (2nd) car shall be parked in such area as may be specified by the Association.

23. 22. Only street apparel (including bermuda shorts for both men and women) shall be allowed while on or about the premises of the Condominium Community; provided further that men shall also be attired in shirts and women attired in blouses. Barefeet are not allowed except at poolside. No one shall be attired in a bathing suit on or about the premises unless they are wearing a beach robe, other than at poolside.

24. 23. All overnight guests must be registered with the office and list the length of their stay. No one is permitted to live, sleep or prepare food or eat in any recreational or other vehicle on these premises.

25. 24. Dogs and cats must be leashed at all times and walked in the designated area. This provision shall be strictly enforced.

26. 25. All residents must conform to the rules posted for use in and around the pool and other recreation facilities by the Association.

[Note: Words in struck-through type are deletions from existing provisions; words underlined are additions.]



CLERK CIRCUIT COURT
JUN 13 4 04 PM '83

CERTIFICATE
OF AMENDMENT TO
UNIFORM RULES AND REGULATIONS
OF
LONG BAYOU CONDOMINIUM

NOTICE IS HEREBY GIVEN that the Uniform Rules and Regulations for LONG BAYOU CONDOMINIUM, adopted in February, 1977, and contained in Exhibit G of the Prospectus of LONG BAYOU CONDOMINIUM are hereby amended in accordance with Exhibit A attached hereto and entitled "Amendment to Uniform Rules and Regulations of LONG BAYOU CONDOMINIUM".

Said amendment was adopted by a vote of not less than fifty-one (51%) percent of the unit owners after adoption of a resolution proposing such amendment by the Board of Directors and after notice being given to all unit owners of the subject matter of the proposed amendment prior to the meeting at which the proposed amendment was adopted.

IN WITNESS WHEREOF, LONG BAYOU CONDOMINIUM, has caused these amendments to the Uniform Rules and Regulations of LONG BAYOU CONDOMINIUM to be executed in its name by the President, and the corporate seal affixed, and attested to by its Secretary this Ninth day of June, 1983, at _____, Pinellas County, Florida.

Signed, sealed and delivered in the presence of:

LONG BAYOU CONDOMINIUM

Carole A. Lunk

By David J. Mountan, Jr.
President

ATTEST:

By David W. Leone
Secretary

15 15530497 70 1. 13JUN83
40 21.00
0 21.00 CA

STATE OF FLORIDA
COUNTY OF PINELLAS

BEFORE ME, a Notary Public, this day personally appeared David J. Mountan, Jr. and David W. Leone to me well known to be the President and Secretary, respectively, of LONG BAYOU CONDOMINIUM, and known to me to be the persons described in and who executed the foregoing instrument, and acknowledged to and before me that they executed said instrument for the purposes therein expressed.

WITNESS my hand and official seal this 9th day of June, 1983.

Carole A. Lunk
Notary Public-State of Florida

My Commission Expires:

Notary Public, State Of Florida At Large
My Commission Expires April 28, 1987

This instrument was prepared by: RETURN TO

Name Patricia LIEB
Address Anderson, Thorne Grose
and Quesada
602 S. Boulevard, Tampa, Fla 33611

Long Bayou Condo. Ass.
9777 63rd Terr. N.
St. Pete, Fla 33708

01 Cash M. Ong
40 Rec 21.00
41 DS _____
43 Int _____
Tot 21.00

PLAT BO PAGES 52-64

AMENDMENT
TO
UNIFORM RULES AND REGULATIONS
OF
LONG BAYOU CONDOMINIUM

Rules 17, 25 and 26 of the Uniform Rules and Regulations of LONG BAYOU CONDOMINIUM, adopted in February, 1977, as amended and contained in EXHIBIT G of the Prospectus of LONG BAYOU CONDOMINIUM is hereby amended as follows:

17. No one under the age of eighteen (18) shall be permitted to enter and use the Recreation Building facilities. This does not apply to the use of the rest room facilities.

No one under the age of eighteen (18) shall be permitted to enter and use the facilities of the Auditorium and/or Lounge, except that the Board of Directors may permit persons under the age of eighteen (18) to enter and use such facilities for:

- a) Private Parties
- b) Wednesday Coffee Klatch Meetings
- c) Any Social function held under the auspices of the Association, the Social Club, Little Theatre Group or any other group or club comprised of members of the Association.

The Board of Directors, in authorizing such use, shall post the permission and the terms thereof on the Bulletin Board in the Recreation Building no less than 48 hours prior to the holding of such Private Party, Wednesday Coffee Klatch Meeting or Social Function.

25. All residents must conform to the rules posted for use in and around the Pool and other Recreation facilities by the Association. The Association shall obtain and make available, to all Unit Owners, Lessees and Guests, Identification Bracelets or Tags, for use in and around the Pool and other Recreation facilities. The Association may require a refundable deposit for issuance of Identification Bracelet or Tag to Lessees and Guests. Unit Owners, Lessees and Guests shall wear or have such Identification Bracelets or Tags on their persons or on personal belongings in their immediate vicinity at all times while in and around the Pool and other Recreation facilities.

26. All vehicles must be parked in parking spaces so that the front of the vehicle faces into the curbing. This rule is to prevent noxious fumes from the exhaust of the vehicles from entering and permeating living areas in the Condominium.

PROPOSED AMENDMENT TO
~~EXHIBIT G~~
LONG BAYOU CONDOMINIUM
UNIFORM RULES AND REGULATIONS

Rule 17 of the Uniform Rules and Regulations of LONG BAYOU CONDOMINIUM, adopted in February, 1977, as amended and contained in EXHIBIT G of the Prospectus of LONG BAYOU CONDOMINIUM is hereby amended as follows:

17. No one under the age of eighteen (18) shall be permitted to enter and use the Recreation Building facilities. This does not apply to the use of the rest room facilities.

No one under the age of eighteen (18) shall be permitted to enter and use the facilities of the Auditorium and/or lounge, except that the Board of Directors may permit persons under the age of eighteen (18) to enter and use such facilities for:

- a) Private Parties
- b) Wednesday Coffee Klatch Meetings
- c) Any Social function held under the auspices of the Association, the Social Club, Little Theatre Group or any other group or club comprised of members of the Association.

The Board of Directors, in authorizing such use, shall post the permission and the terms thereof on the Bulletin Board in the Recreation Building no less than 48 hours prior to the holding of such Private Party, Wednesday Coffee Klatch Meeting or Social Function.

(Note:- Words in struck-through type are deletions from existing provisions; words underlined are additions.)

PROPOSED AMENDMENT TO
EXHIBIT G
LONG BAYOU CONDOMINIUM
UNIFORM RULES AND REGULATIONS

Rule 25 of the Uniform Rules and Regulations of the LONG BAYOU CONDOMINIUM adopted in February, 1977, as amended and contained in EXHIBIT G of the Prospectus of the LONG BAYOU CONDOMINIUM is hereby amended as follows:

25. All residents must conform to the rules posted for use in and around the Pool and other Recreation facilities by the Association. The Association shall obtain and make available, at minimal cost, to all Unit Owners and Lessees, Identification Bracelets or Tags, for use in and around the Pool and other Recreation facilities. Unit Owners, Lessees and Guests shall wear or have such Identification Bracelets or Tags on their persons or on personal belongings in their immediate vicinity at all times while in and around the Pool and other Recreation facilities.

(Note:- Words in struck through type are deletions from existing provisions ; words are underlined are additions.)

PROPOSED AMENDMENT TO
EXHIBIT G
LONG BAYOU CONDOMINIUM
UNIFORM RULES AND REGULATIONS

Rule 26. All vehicles must be parked in parking spaces so that the front of the vehicle faces into the curbing. This rule is to prevent noxious fumes from the exhaust of the vehicles from entering and permeating living areas in the Condominium.

(Note:- Words in struck through type are deletions from existing provisions; words underlined are additions.)

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C. L. 5146 RPF 460

DL Ca. 13.00
40 Res. 13.00
41 DS
43 Int. 13.00
6A

CLERK OF DISTRICT COURT
DEC 20 4 35 PM '82

CERTIFICATE
OF AMENDMENT TO
UNIFORM RULES AND REGULATIONS
OF
LONG BAYOU CONDOMINIUM

NOTICE IS HEREBY GIVEN that the Uniform Rules and Regulations for LONG BAYOU CONDOMINIUM, adopted in February, 1977, and contained in Exhibit G of the Prospectus of LONG BAYOU CONDOMINIUM are hereby amended in accordance with Exhibit A attached hereto and entitled "Amendment to Uniform Rules and Regulations of LONG BAYOU CONDOMINIUM".

Said amendment was adopted by a vote of not less than fifty-one (51) percent of the unit owners after adoption of a resolution proposing such amendment by the Board of Directors and after notice being given to all unit owners of the subject matter of the proposed amendment prior to the meeting at which the proposed amendment was adopted.

IN WITNESS WHEREOF, LONG BAYOU CONDOMINIUM, has caused these amendments to the Uniform Rules and Regulations of LONG BAYOU CONDOMINIUM to be executed in its name by the President, and the corporate seal affixed, and attested to by its Secretary this 9 day of November, 1982, at Seaside, Pinellas County, Florida.

Signed, sealed and delivered in the presence of:

Catherine Shegall

LONG BAYOU CONDOMINIUM

BY William J. Conrad, Pres.
President

ATTEST:
BY Howard H. Vogel
Secretary



Long Bayou Condominium Association C/o Regency Realty Management
801 West Bay Drive Suite 704
Largo, FL 33540
Attention: Richard Kooker

STATE OF FLORIDA
COUNTY OF PINELLAS

BEFORE ME, a Notary Public, this day personally appeared William J. Conrad and Howard H. Vogel to me well known to be the President and Secretary, respectively, of LONG BAYOU CONDOMINIUM, and known to me to be the persons described in and who executed the foregoing instrument, and acknowledged to and before me that they executed said instrument for the purposes therein expressed.

WITNESS my hand and official seal this 9 day of November, 1982.

Catherine R. Shegall
Notary Public

My Commission Expires:

Notary Public, State of Florida at Large
My Commission Expires JUNE 27, 1986

Condominium Plat (s) pertaining hereto is filed in Condominium Plat Book 24
Page 052, 064

Steven Anderson
711 Grand Central
Clearwater, FL

AMENDMENT TO
UNIFORM RULES AND REGULATIONS
OF
LONG BAYOU CONDOMINIUM

Rules 17, 19, 21, 22, 23, 24, 25, and 26 of the Uniform Rules and Regulations of LONG BAYOU CONDOMINIUM, adopted in February 1977, are contained in Exhibit G of the Prospectus of LONG BAYOU CONDOMINIUM are hereby amended as follows:

17. No one under the age of eighteen (18) shall be permitted to enter and use the Recreation Building Facilities. This does not apply to the use of rest room facilities.

19. No unit owner shall store or leave trailers, boats, motor-homes, travel trailers, open bed trucks, campers or vans of any description on the condominium property except in such area, if any, as designated by the Association. This shall not be construed as to prevent a unit owner, lessee or guest from using a parking area for a van, motor-home or camper measuring not in excess of twenty (20) feet which is used by such unit owner, lessee or guest as his exclusive means of transportation.

21. No unit owner shall be assigned or use more than one (1) covered parking space, except as hereinafter provided, and a lessee of such unit owner shall be limited to such assigned covered parking space. Any unit owner who wishes to permit another person to use his assigned covered parking space shall provide such permission in writing and shall submit a copy of such written permission to the Board of Directors and to the Manager. A second (2nd) car shall be parked in such area as may be specified by the Association.

22. Only street apparel (including bermuda shorts for both men and women) shall be allowed while on or about the premises of the Condominium Community; provided further that men shall also be attired in shirts and women attired in blouses. Barefeet are not allowed except at poolside. No one shall be attired in a bathing suit on or about the premises unless they are wearing a beach robe, other than at poolside.

23. No one is permitted to live, sleep or prepare food or eat in any recreational or other vehicle on these premises.

24. Dogs and cats must be leashed at all times and walked in the designated area. This provision shall be strictly enforced.



PROPOSED AMENDMENT TO
UNIFORM RULES AND REGULATIONS
OF
LONG BAYOU CONDOMINIUM

Rules 17, 19, 21, 22, 23, 24, 25 and 26 of the Uniform Rules and Regulations of LONG BAYOU CONDOMINIUM, adopted in February, 1977, and contained in Exhibit G of the Prospectus of LONG BAYOU CONDOMINIUM are hereby amended as follows:

17. No one under the age of eighteen (18) shall be permitted to enter and use the Recreation Building facilities. This does not apply to the use of rest room facilities.

19. No unit owner shall store or leave trailers, boats, motor-homes, travel trailers, open bed trucks, campers, or vans of any description on the condominium property except in such area, if any, as designated by the Association. This shall not be construed as to prevent a unit owner, lessee or guest from using a parking area for a van, motor-home or camper measuring not in excess of twenty (20) feet which is used by such unit owner, lessee or guest as his exclusive means of transportation.

~~21. Activities of any nature and description of any outside group, secret society, political gathering or activity of any nature and description, club, fraternities, guilds, associations or corporations are prohibited from the use of the auditorium or any other Recreation facility.~~

22. 21. No unit owner shall be assigned or use more than one (1) covered parking space, except as hereinafter provided, and a lessee of such unit owner shall be limited to such assigned covered parking space. Any unit owner who wishes to permit another person to use his assigned covered parking space shall provide such permission in writing and shall submit a copy of such written permission to the Board of Directors and to the Manager. A second (2nd) car shall be parked in such area as may be specified by the Association.

23. 22. Only street apparel (including bermuda shorts for both men and women) shall be allowed while on or about the premises of the Condominium Community; provided further that men shall also be attired in shirts and women attired in blouses. Barefeet are not allowed except at poolside. No one shall be attired in a bathing suit on or about the premises unless they are wearing a beach robe, other than at poolside.

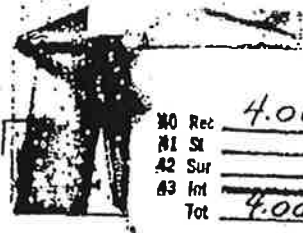
24. 23. All overnight guests must be registered with the office and list the length of their stay. No one is permitted to live, sleep or prepare food or eat in any recreational or other vehicle on these premises.

25. 24. Dogs and cats must be leashed at all times and walked in the designated area. This provision shall be strictly enforced.

26. 25. All residents must conform to the rules posted for use in and around the pool and other recreation facilities by the Association.

[Note: Words in struck-through type are deletions from existing provisions; words underlined are additions.]





80 Rec 4.00
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 Tot 4.00 ml

77068365

7.1.4542 PAGE 837

CORRECTIVE AMENDMENT
 TO
 DECLARATION OF CONDOMINIUM
 OF
 LONG BAYOU CONDOMINIUM

This Instrument amends Exhibit 1B to the Declaration of Condominium of Long Bayou Condominium (as amended and restated) dated as of January 26, 1977 and recorded in Official Records Book 4522, pages 1451 through 1568 (and the related Condominium Plat Book 24, pages 52 through 64), Public Records of Pinellas County, Florida, in order to insert therein Unit #5 in Building No. 4; Unit #5 in Building No. 5; and Unit #4 in Building No. 6 which, through a scrivener's error, were inadvertently omitted from such Exhibit 1B although they were correctly identified on the plats and on Exhibit 7 to the Declaration.

PINELLAS COUNTY
 CLERK OF COUNTY COURT
 MAR 3 2 10 PM '77

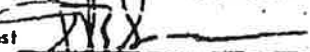
In accordance with Article XXIII of said Declaration this amendment, merely correcting a scrivener's error, is being effected solely by the Developer, Long Bayou, Inc., without the need for the approval of any Unit Owner or any other person, in accordance with rights reserved by the Developer in Section A (1) of such Article XXIII. In accordance with Section D (1) of Article XXIII, this amendment requires execution and acknowledgement by the Developer only, and shall be effective when properly recorded in the public records of Pinellas County.

IN WITNESS WHEREOF, the undersigned have executed this corrective amendment as of this 26th day of April, 1977.

Witness


LONG BAYOU, INC.

By  (SEAL)
 Alan B. Antokal, President

Attest 
 Robert E. Gallagher, Jr., Secretary

STATE OF FLORIDA)
) 55
 COUNTY OF DADE)

The foregoing instrument was acknowledged before me this 26th day of April, 1977, by Alan B. Antokal, President of Long Bayou, Inc., a Florida corporation, on behalf of the corporation.


 Notary Public
 State of Florida at Large

My Commission Expires:

NOTARY PUBLIC, STATE OF FLORIDA at LARGE
 MY COMMISSION EXPIRES JUL. 21, 1977
 BONDED THRU HAYWARD BONDING AGENCY

TITLE INSURANCE COMPANY OF FLORIDA
 1400 BAYVIEW BLVD
 MIAMI, FLORIDA 33133

RETURN TO:-
 FLORIDA TITLE & ABSTRACT COMPANY
 2938 - 1st AVE. NORTH
 BOX 13208
 ST. PETERSBURG, FLA. 33733

77040423

02/15 135

	01 Cash	01 Chg
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DECLARATION OF CONDOMINIUM

OF

LONG BAYOU CONDOMINIUM
(as amended and restated)

RECORDED
 FILED
 CLERK CIRCUIT COURT
 MAY 17 4 40 PM '77

-----CONDOMINIUM PLATS PERTAINING HERETO ARE FILED IN
CONDOMINIUM PLAT BOOK 24, PGS. 52 THRU 64-----

This instrument prepared by:
 Arthur B. Malman
 Attorney-at-Law
 Brown, Malman & Salmon
 1400 First Federal Building
 One Southeast Third Avenue
 Miami, Florida 33131

HOLD FOR:
 FLORIDA HOME OWNERS COMPANY



DECLARATION OF CONDOMINIUM
OF
LONG BAYOU CONDOMINIUM
(as amended and restated)

O.V. 4522 Part 1452

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DECLARATION OF CONDOMINIUM
of
LONG BAYOU CONDOMINIUM
(as amended and restated)

This instrument amends, consolidates and restates in its entirety the Declaration of Condominium of the Long Bayou Condominium.

W I T N E S S E T H :

WHEREAS, the original Declaration of Condominium of Long Bayou Condominium (heretofore known as Paradise Shores-Long Bayou Group No. 1, a condominium) was recorded in Pinellas County, Florida Official Records Book ("ORB") 4065 at page 242, and thereafter successively amended, among other things to add additional units by instruments recorded in ORB 4119 at page 1099, ORB 4119 at page 1105, ORB 4173 at page 290, ORB 4173 at page 296, ORB 4219 at page 1525, ORB 4219 at page 1531 and ORB 4219 at page 1537; and

WHEREAS, the Developer (as defined below in Article II) is willing to cancel the 99 year recreation facilities lease, to cancel the 26 year management agreement and to cancel all pledge agreements previously made in its favor by Unit Owners (as defined in Article II) and the Developer is cancelling all such agreements by instruments being recorded on even date herewith; and

WHEREAS, it is in the best interests of the present and future Unit Owners, present and future mortgagees, the Developer and all of their respective heirs, successors and assigns to further amend the Declaration of Condominium, among other things, to have the Developer cancel the recreation facilities lease, management agreement and pledge agreements, to correct errors in the method of computing percentage ownership in Common Elements (as defined in Article II) so that Common Expenses (as defined in Article II) will hereafter be shared ratably in accordance with the square footage of all Units (as defined in Article II), to change the description of the lands submitted to Condominium (as defined in Article II) ownership, to alleviate certain inconsistencies among the previously recorded instruments and to make such instruments more consistent with the present status and possibilities for future development of the Long Bayou Condominium; and

WHEREAS, it is desirable to consolidate and restate all previously recorded instruments and amendments contained herein to make all of them more easily understood by all persons associated with the Long Bayou Condominium;

NOW, THEREFORE, this amended, consolidated and restated Declaration of Condominium of the Long Bayou Condominium (as so amended, consolidated and restated, called the "Declaration") is hereby adopted, affirmed, joined in and declared as of this 26th day of January, 1977 by the Board of Directors of the Long Bayou Condominium Association, Inc., more than a Seventy-Five (75%) Percent Vote of the Unit Owners of the Long Bayou

Condominium present at a meeting duly called for such purpose, all Institutional Mortgagees (as defined in Article II) of record on the Long Bayou Condominium and the Developer, for themselves and their respective successors, grantees and assigns, and shall hereafter read in its entirety as follows:

ARTICLE I

PURPOSES

The purposes of this Declaration are:

A. Submission: To submit the lands in Pinellas County described on Exhibit 1A attached hereto, together with the improvements constructed thereon as described on Exhibit 1B (the "Present Units") attached hereto and made a part hereof to Condominium ownership, under the Condominium Act (as defined in Article II);

B. Possible Additional Submission: To provide for the possible additional submission to such Condominium ownership from time to time of all or any part of the lands in Pinellas County presently owned by the Developer and described on Exhibit 2A attached hereto and made a part hereof (the "Future Development Parcel"), together with all or any part of the improvements permitted to be constructed thereon as provided in Article X hereof (notwithstanding this or any other provision of this Declaration, the Developer shall not be obligated to construct any improvements on the lands described on Exhibit 2A or to submit such lands to this or any other Condominium ownership or be prevented from alienating all or part of, or any interest in such lands and/or any improvements constructed thereon to any third person); and

C. Use of Recreation Area Property: To provide for the use of the Recreation Area Property described on Exhibit 1A attached hereto and made a part hereof and any possible additions thereto, as described in Article X, by the Present Units and by the owners or lessees (and their respective families and guests) of any part of the Future Development Parcel whether or not all or any portion of the Future Development Parcel is eventually part of this or any other Condominium, provided that such owners or lessees pay their pro-rata share of expenses for such facilities as provided in Article X hereof.

ARTICLE II

DEFINITIONS

The terms used in this Declaration shall be defined as follows:

"Assessment" means a share of the funds required for the payment of Common Expenses which from time to time are assessed against the Unit Owner.

"Association" means the Long Bayou Condominium Association, Inc., a corporation not for profit formed pursuant to Chapter 617, Florida Statutes, whose amended and restated Articles of Incorporation are attached as Exhibit 4 hereto and made a part hereof and any successor thereto, which is the entity responsible for the operations of the Condominium Community.

"Board of Directors" means the board of directors of the Association responsible for its administration.

"By-Laws" means the amended and restated by-laws of the Association attached as Exhibit 5 hereto and made a part hereof (as such by-laws may be further amended from time to time).

"Common Elements" means (i) the portions of the Condominium Property not included in the Units, (ii) the Recreation Area Property, subject to the rights of the Developer and the owners or lessees of portions of the Future Development Parcel, (iii) all easements in favor of all or any portion of the Condominium Property, subject to the rights of the Developer and the owners or lessees of portions of the Future Development Parcel; but "Common Elements" shall exclude (a) Limited Common Elements and (b) any sales modals, sales or administrative offices or information centers used by the Developer, its agents, independent contractors, or other designees with respect to the sale, management, administration or rental of any Present Units or any portion of the Future Development Parcel.

"Common Expenses" means all expenses and assessments properly incurred by the Association for the Condominium Community as shall be permitted or required by the Condominium Act.

"Common Surplus" means the excess of (a) all receipts of the Association, including but not limited to Assessments, any rents, profits or revenues on account of the Common Elements, over (b) the Common Expenses.

"Condominium" means the form of ownership of the Condominium Property created by this Declaration in accordance with the provisions of the Condominium Act, by which the Condominium Property is comprised of Units that may be owned by one or more persons, and there is appurtenant to each Unit an undivided share in the Common Elements.

"Condominium Act" means Florida Statutes, Chapter 718, and as may be further amended from time to time.

"Condominium Community" means the Long Bayou Condominium.

"Condominium Parcel" means a Unit together with the undivided share in the Common Elements which is appurtenant to the Unit.

"Condominium Property" means the lands, improvements, and any personal property described on Exhibits 1A and 1B attached hereto plus all or part of Exhibit 2A together with any improvements thereon, when, as and if any such parts of Exhibit 2A are submitted to Condominium ownership of the Condominium Community pursuant to the terms hereof, the Recreation Area Property described on Exhibit 3A attached hereto subject to the rights thereto reserved herein, any further improvements to any of the foregoing, any further additions to the personal property thereon, and all easements and rights appurtenant thereto intended for use in connection with the Condominium Community.

"Declaration" means this amended, consolidated and restated Declaration of Condominium.

"Developer" means (i) through and including December 22, 1975 Delcon-Long Bayou Co., Inc., a Florida corporation and (ii) from and after such date Long Bayou, Inc., a Florida corporation, together with any of its successors, assigns or grantees (or any subsequent successors, assigns or grantees), any one or more of whom shall be specifically designated as having received the rights of the "Developer" hereunder in the instruments of such succession, assignment or grant, provided that such successor, assignee, or grantee offers or intends to offer for sale or lease in the ordinary course of business condominium parcels or other residential housing on any of the lands specified in Exhibits 1A or 2A attached hereto, but does not include any owner or lessee who has acquired a Unit or other residential housing for his own occupancy.

"Developer Representative" means (i) Long Bayou, Inc., as long as it shall not have assigned or granted all of its rights hereunder to other Developers, and (ii) after any such total assignment or grant shall mean the Developer designated as such Developer Representative in a written notice to the Board of Directors signed by a majority of Developers and until such designation the Developer Representative shall be the first assignee or grantee from Long Bayou, Inc. which was designated as having received the rights of a Developer hereunder.

"First Mortgagee" means an Institutional Mortgagee holding a first lien (subject to such exceptions as are generally acceptable to first lienholders).

"Future Development Parcel" means the lands described on Exhibit 2A.

"Institutional Mortgagee" means the mortgagee of any mortgage encumbering any portion of the Condominium Property (including, without limitation, the encumbrancer of any Unit) or any portion of the Future Development Parcel which is either (i) a bank, (ii) an insurance company, (iii) a state or federal savings and loan association, (iv) a pension fund, (v) a real estate investment trust, (vi) a mortgage banking company, (vii) a governmental or quasi-governmental agency, (viii) the Developer or any of its affiliates or (ix) any other encumbrancer designated from time to time as an "Institutional Mortgagee" in a written instrument executed by at least a majority of the Board of Directors and attached to the mortgage of such encumbrancer as filed in the public records.

"Insurance Trustee" is defined in Section B of Article IX.

"Limited Common Elements" means those portions of what would otherwise be the Common Elements which are reserved for the use of a certain Unit or Units to the exclusion of other Units as specified in the Declaration and which are presently limited to automobile parking spaces assigned from time to time as set forth in Article XIII.

"Majority Vote of the Association" means an action (i) by more than fifty (50%) percent of the votes cast by members present in person or by proxy at a meeting of the Association or (ii) by a written instrument (or identical written instruments) executed by members whose votes equal more than fifty (50%) percent of the votes of all members without such meeting.

"Mortgagee Representative" means the First Mortgagee which shall from time to time hold the largest original principal amount of mortgages on Units.

"Other Residents" is defined in Section E of Article X.

"ORB" means the Pinellas County Official Records Book.

"Present Unit" is defined in Section A of Article I.

"Recreation Area Property" means the land, improvements and personal property described in Exhibit 3A.

and those lands, improvements and personal property, if any, which may possibly in the future be added to the Recreation Area Property, constructed or supplied on a portion of the Future Development Parcel.

"Residential Unit" means Units which are intended for use as private, temporary or permanent residences, as opposed to commercial or industrial uses.

"Restoration Fund" means the funds which may be held by the Insurance Trustee as specified in Section D of Article IX.

"Seventy-five (75%) Percent Vote of the Association" means an action (i) by at least seventy-five (75%) percent of the votes cast by members present in person or by proxy at a meeting of the Association or (ii) by a written instrument (or identical written instruments) executed by members whose votes equal at least seventy-five (75%) percent of the votes of all members without such meeting.

"Two thirds (2/3) Vote of the Association" means an action (i) by at least two thirds (2/3) of the votes cast by members present in person or by proxy at a meeting of the Association or (ii) by a written instrument (or identical written instruments) executed by members whose votes equal at least two thirds (2/3) of the votes of all members without such meeting.

"Uniform Rules and Regulations" means such rules and regulations from time to time adopted by the Board of Directors and ratified by the affirmative vote of at least a Majority Vote of the Association.

"Unit" means a part of the Condominium Property which is subject to exclusive ownership but excludes the Limited Common Elements. Each Present Unit shall include that part of a building containing the Present Unit that lies within the following boundaries (any Units on any portion of the Future Development Parcel shall have the same boundaries, unless otherwise specified in any amendment to this Declaration by which they are submitted to Condominium ownership):

- (a) Upper and Lower Boundaries: The upper and lower boundaries of the Unit shall be the following boundaries extended to an intersection with perimetrical boundaries:
 - (i) Upper Boundaries: The horizontal plane of the lower surface of the undecorated finished ceiling;
 - (ii) Lower Boundaries: The horizontal plane of the upper surface of the finished floor (but not any floor tile or rugs).

- (b) Perimetrical Boundaries: The perimetrical boundaries of the Unit shall be the following boundaries extended to an intersection with the upper and lower boundaries:
- (i) Exterior Building Walls: The intersecting vertical planes adjacent to, and which include, the undecorated interior surface of the outside walls of the building containing the Unit and fixtures thereon, and when there is attached to the building a permitted porch, patio, balcony, or other portion of the building serving only the Unit being bounded (other than a Limited Common Element), such boundaries shall be the intersecting vertical planes adjacent to and which include all of such structures and fixtures thereon;
 - (ii) Interior Building Walls: The vertical planes of the center lines of walls bounding a Unit extending to the intersections with other perimetrical boundaries;
 - (iii) Special Circumstances: When the walls between Units are of varying thickness, or abut a column or shaft, the plane of the center line of a bounding wall shall be extended to an intersection with a connecting bounding plane without regard to the plane of the center line of an intervening column or shaft. When walls of differing thickness abut with a flush side so that their center lines do not intersect, the plane of the center line of the thinner wall shall be extended into the thicker wall for a distance which is one-half the thickness of the thinner wall and the boundary shall thence run at a right angle to the plane of the center line of the thicker wall.
 - (iv) Limitations: The Unit Owner shall be deemed to own neither the decorated and finished surfaces of the exterior perimeter building walls, or the undecorated and/or unfinished surfaces of the perimeter ceilings above or the perimeter floor below his Unit, nor the pipes, wires, conduits, air passageways and ducts or other public utility lines running through or adjacent to his Unit to the extent, if any, that they are utilized for or serve more than one Unit or the Common Elements, which shall only to such extent be deemed a part of the Common Elements; provided that the Unit Owner shall be deemed to own the walls and partitions which are contained within the Unit and the inner decorated and/or finished surfaces of the ceilings, walls and floors, including paint, ceiling and floor tile and wallpaper.

"Unit Owner" means the owner of a Condominium Parcel, and shall include the Developer as to any Condominium Parcels owned by the Developer.

"Utility Service" means electric power, water, sewerage, garbage disposal, gas, cable television, and all other like items necessary or desirable to the operation and maintenance of the Condominium Property.

ARTICLE III

NAME

The name by which the Condominium Property shall be identified shall be LONG BAYOU CONDOMINIUM which name (a) shall include such additions, if any, to the Condominium Property as may be added as contemplated by Section B of Article I and (b) shall supersede and replace the names Long Bayou Groups No. 1-8, which names previously identified portions of the Condominium Property set forth on Exhibits 1A and 1B attached hereto.

ARTICLE IV

IDENTIFICATION OF UNITS

An identification of each Unit by letter and number, so that no Unit bears the same designation as any other Unit, is set forth on the plot plan attached as Exhibit 6A hereto and made a part hereof.

ARTICLE V

SURVEYS AND PLOT PLANS

Surveys of the Condominium Property and a graphic description of the improvements in which Units are located and a plot plan thereof are attached hereto as Exhibits 6A-6C and made a part hereof, and, together with this Declaration, are in sufficient detail to identify the Common Elements and each Unit and their relative locations and approximate dimensions. A certificate of a surveyor authorized to practice in Florida with respect to completion, description, identification, location and dimensions of the Units and Common Elements is attached hereto as Exhibit 6S and made a part hereof.

ARTICLE VI

SHARES OF COMMON ELEMENTS

The undivided share in the Common Elements appurtenant to each Unit stated as percentages is set forth on Exhibit 7 attached hereto and made a part hereof. Such undivided shares are subject to modification from time to time, in the manner set forth in Section D of Article X or Section C of Article XXII, so that at all times the aggregate of all percentages equals one hundred (100%) percent.

ARTICLE VII

COMMON EXPENSES AND COMMON SURPLUS

The manner of sharing Common Expenses and owning Common Surplus shall be the same as the percentages of the undivided shares in the Common Elements as set forth in Article VI hereof, and shall be modified, from time to time, in the same manner as the undivided shares in the Common Elements appurtenant to each Unit may be modified as set forth in Section D of Article X or Section C of Article XXII so that at all times the aggregate of all percentages equals one hundred (100%) percent.

ARTICLE VIII

THE CONDOMINIUM ASSOCIATION

Long Bayou Condominium Association, Inc. (the "Association") is a Florida not-for-profit corporation. The amended and restated Articles of Incorporation and amended and restated By-Laws of the Association are attached hereto as Exhibits 4 and 5, respectively, and made a part hereof.

Each Unit Owner shall be a member of the Association. Each Unit Owner shall have one vote in the Association for each Unit owned, provided that (i) if a Unit is owned by one person, the vote in the Association with respect to such Unit shall be cast by the record title holder of such Unit; (ii) if a Unit is owned by more than one person, the vote in the Association with respect to such Unit shall be cast by the person designated in the last certificate signed by all owners of record of the Unit and filed with the Secretary of the Association for the purpose of this Article, and in the absence of such certificate the vote in the Association with respect to such Unit shall be cast by the first named co-owner of record; (iii) if a Unit Owner is a corporation or business trust, the vote in the Association with respect to such Unit shall be cast by the person designated in the last certificate signed by the president or a vice president and attested to by the secretary or an assistant secretary of such corporation or business trust and filed with the Secretary of the Association for the purpose of this Article, and in the absence of such certificate, no vote shall be cast with respect to such Unit; (iv) if a Unit Owner is a partnership, the vote in the Association with respect to such Unit shall be cast by the person designated in the last certificate signed by a general partner of the partnership before a notary and filed with the Secretary of the Association for the purpose of this Article and in the absence of such certificate, no vote shall be cast with respect to such Unit; (v) if a Unit Owner is not one or more individuals, corporations, business trusts or partnerships the Secretary of the Association shall seek the advice of counsel for the Association and notify such Unit Owner, together with the notice of the meeting (or with a copy of the instrument if written consent is being sought without a meeting), of the type of certificate which counsel for the Association has deemed appropriate in respect of such Unit Owner in order to accept a vote cast on its behalf.

ARTICLE IXINSURANCE

The insurance, other than title insurance, which shall be maintained upon the Condominium Property shall be governed by the following provisions:

A. Types of Insurance: The Association shall obtain the following types of insurance and charge the premiums and other costs thereof (including without limitation the reasonable fees and expenses of the Insurance Trustee) as Common Expenses:

- (1) Liability Insurance: Public liability and property damage insurance covering all of the Common Elements of the Condominium Community, in such amounts and in such forms as the Board of Directors may determine from time to time; provided that (a) the minimum amount of coverage shall be \$100,000/300,000 bodily injury and \$100,000 property damage, (b) coverage shall include personal injury liability, hired automobile, non-owned automobile, off-premises employee, and, if any doctors or nurses are employed, professional liability coverage and (c) all liability insurance shall contain cross-liability endorsements to cover liabilities of the Unit Owners as a group to one or more Unit Owners.
- (2) Casualty Insurance: Casualty insurance covering loss or damage by fire or other hazards covered by the standard extended coverage endorsement, including windstorm, vandalism and malicious mischief and such other coverages as shall from time to time be deemed appropriate by the Board of Directors, insuring all of the insurable buildings and improvements within the Condominium Community constituting the Common Elements, including, without limitation, the Recreation Area Property and all personal property owned by the Association, in an amount equal to its maximum insurable replacement value (exclusive of excavations, foundations, and, to the extent, if any, that the Board of Directors deems appropriate, roads, sidewalks and the like), as determined annually by the Board of Directors with the advice of the insurance carrier, but in any event any amount sufficient to avoid any coin-surance exposure to the policyholder.
- (3) Flood Insurance: Flood insurance in such amounts, if any, as the Board of Directors shall from time to time determine; provided that the minimum amount of such coverage, if any, shall not be less than that required from time to time by the Mortgagee Representative.
- (4) Workmen's Compensation: Workmen's compensation in such amounts as required by law and such employer's liability insurance, if any, as the Board of Directors shall from time to time deem appropriate.
- (5) Directors' and Officers' Liability Insurance: Directors' and officers' liability coverage in the amount of at least \$100,000 for acts or omissions of the officers and directors of the Association.

- (6) Fidelity Bond: Fidelity bond equal to at least 20% of the Association's annual budget covering at least those officers or agents of the Association having check signing authority (notwithstanding any other provision of this Declaration, any officer refused such coverage shall be, upon written notice of such fact to the Board of Directors, immediately relieved of such authority).
- (7) Other: Such other insurance as the Board of Directors otherwise determines from time to time is necessary or appropriate.

B. Loss Payable Provisions: All policies purchased by the Association (i) shall be for the benefit of the Association, the Unit Owners, and their respective mortgagees, as their respective interests may appear, (ii) shall provide for the issuance of certificates of insurance and mortgagee endorsements to any holders of mortgages on Units or other Condominium Property requesting such certificates, (iii) shall, if available, provide that the insurer waives its right of subrogation as to any claim against Unit Owners, the Association and their respective servants, agents and guests, (iv) shall be deposited with the Flagship Bank of Tampa, as Trustee (or any other bank in Florida, with assets of at least Fifty Million Dollars and having trust powers, as may be approved as successor trustee by the Board of Directors and the Mortgagee Representative), which Trustee is herein referred to as the "Insurance Trustee", and (v) shall provide that all insurance proceeds payable on account of loss or damage shall be payable to the Insurance Trustee; provided that (a) in respect of clauses (iv) and (v) hereof the Insurance Trustee must first acknowledge that the policies and any proceeds thereof will be held in accordance with the terms hereof and (b) should any claim or the proceeds of any settlement of an insurance claim be less than Three Thousand (\$3,000) Dollars then such sum need not be deposited with the Insurance Trustee, but rather may be paid directly to the Association to be distributed in accordance with the terms of this Article IX (unless a First Mortgagee makes a contrary request under Section F(2)(c)). The Board of Directors shall have the right to designate the Insurance Trustee with the approval of the Mortgagee Representative as provided above and all parties beneficially interested in any insurance provided herein shall be bound thereby.

C. Carriers, Policy Form and Settlements: The company or companies with which the Association shall place its insurance must be responsible companies, authorized to do business in the State of Florida and, to the extent practical, with a minimum A.M. Best's rating of B plus: VIII. The Mortgagee Representative shall have the right to approve the form of policies and any company which is an insurer under the insurance placed by the Association. At such time as there is no Mortgagee Representative, or in the absence of the action by the Mortgagee Representative, the Board of Directors shall have such right of approval without qualification. The Board of Directors is hereby declared to be and appointed as the authorized agent for all of the Unit Owners for the purpose of negotiating and agreeing to a settlement as to the value and extent of any loss which may be covered under any policy of casualty insurance, and is granted full right and authority to execute in favor of any insurer a release of liability arising

out of any occurrence covered by any policy of casualty insurance and resulting in loss of, or damage to insured Condominium Property. All parties beneficially interested in the insurance coverage provided by this Article IX shall be bound by the selection of the insurance companies and settlements made by the Board of Directors as provided herein.

D. Duties of the Insurance Trustee: The Insurance Trustee shall be liable only for its willful misconduct, bad faith or gross negligence, and then only to the extent of the money which comes into the possession of the Insurance Trustee. The Insurance Trustee shall not be liable for (i) payment of premiums, (ii) the renewal or the sufficiency of policies, (iii) the failure to collect any insurance proceeds, (iv) the form or content of the policies nor (v) the settlement of claims. The sole duty of the Insurance Trustee shall be to receive such proceeds as are paid in respect of insurance claims (and any supplemental funds for repair or restoration which are received by it under Sections F or G below, all of such proceeds and funds being collectively called the "Restoration Fund") and hold the same in trust for the purposes set forth in this Article IX, and for the benefit of the Association, the Unit Owners and their respective mortgagees, in the following shares, but such shares need not be set forth upon 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 Unit Owner, such shares being equal to the undivided share in the Common Elements appurtenant to each Unit.
- (2) **Limited Common Elements:** Proceeds on account of damage to Limited Common Elements shall be held in undivided shares for each Unit Owner, such shares being equal to the undivided share in the Common Elements appurtenant to each Unit irrespective of whether there may be an exclusive right to use an area constituting a Limited Common Element appurtenant to any particular Unit.
- (3) **Units:** Proceeds on account of damage to Units shall be held in the following undivided shares:
 - (a) **Partial Destruction and Units are to be Repaired or Restored:** for Unit Owners in proportion to the cost of repairing the damage suffered by each Unit Owner;
 - (b) **Total Destruction of Units, or where "Very Substantial Damage" (as defined in Section G) occurs and such Units are not to be repaired or restored:** for all Unit Owners in proportion to their respective shares in the Common Elements;
- (4) **Mortgagees:** In the event an Institutional Mortgagee encumbers a Unit, the share of the Unit Owner shall be held in trust for the Institutional Mortgagee and the Unit Owner, as their interests may appear; provided, however, that no mortgagee shall have any right to determine or participate in the determination as to whether or not any damaged property shall be repaired or restored.

E. Distribution of Proceeds: Proceeds of insurance policies received by the Insurance Trustee shall be distributed to or for the benefit of the Unit Owners and expended or disbursed, after first paying or making provision for the payment of the fees and expenses of the Insurance Trustee, in the following manner:

- (1) Loss within a Single Unit: If loss shall occur within a single Unit, without damage to the Common Elements, Limited Common Elements or another Unit, the insurance proceeds shall be disbursed to such Unit Owner and his mortgagees, if any; disbursement to a Unit Owner and his mortgagees being payable jointly to them, provided that said disbursement shall be made solely to a First Mortgagee when so requested by a First Mortgagee whose mortgage provides that it has the right to require application of the insurance proceeds to the payment or reduction of its mortgage debt (this is a covenant for the benefit of the First Mortgagee of a Unit and may be enforced by such mortgagee). The Unit Owner shall thereupon be fully responsible for the restoration of his Unit.
- (2) Loss Beyond a Single Unit:
 - (a) Repair or Restoration: If the damage for which the proceeds were paid is to be repaired and restored such proceeds shall be paid to defray the cost thereof, as provided in this Article IX. Any proceeds remaining after defraying such costs shall be disbursed, in proportion to the cost of repairing the damage suffered by each Unit Owner, to the Unit Owners and their respective mortgagees, if any; disbursements to Unit Owners and their respective mortgagees, being payable jointly to each Unit Owner and his respective mortgagees, provided that said disbursement shall be made solely to a First Mortgagee when requested by such First Mortgagee whose mortgage provides that it has the right to require application of the insurance proceeds to the payment or reduction of its mortgage debt (this is a covenant for the benefit of any First Mortgagee of a Unit and may be enforced by said mortgagee).
 - (b) Failure to Repair or Restore: If it is determined in the manner provided in this Article IX that the damage for which the proceeds have been paid shall not be repaired or restored, such proceeds shall be disbursed, in proportion to their respective shares in the Common Elements to all Unit Owners and their respective mortgagees, if any; disbursements to Unit Owners and their respective mortgagees being payable jointly to each Unit Owner and his respective mortgagees, provided that said disbursement shall be made solely to a First Mortgagee when requested by such First Mortgagee whose mortgage provides that it has the right

to require application of the insurance proceeds to the payment or reduction of its mortgage debt (this is a covenant for the benefit of any First Mortgagee of a Unit and may be enforced by such mortgagee).

- (3) Certificate: In making distributions to Unit Owners and their respective mortgagees, the Insurance Trustee may request, and rely upon a certificate of the Secretary of the Association as to the names of the Unit Owners and their respective shares of the distribution, approved in writing by an attorney authorized to practice law in the State of Florida, or a title insurance company or abstract company authorized to do business in the State of Florida and, upon the request of the Insurance Trustee, the Association forthwith shall deliver such certificate.

F. Repair or Restoration after less than Very Substantial

Damage: Repair or restoration after less than "Very Substantial Damage" (as defined in Section G below) shall be conducted as follows:

- (1) Loss within a Single Unit: Where loss or damage occurs to one Unit, it shall be obligatory for such Unit Owner to repair or restore his Unit and any insurance proceeds shall be distributed as provided in Section E(1) above.
- (2) Loss beyond a Single Unit: Where loss or damage occurs to more than one Unit, and/or to the Common elements and/or any Limited Common Elements, it shall be obligatory upon the Association and the Unit Owners to repair and restore the damage caused by such loss and the procedures shall be as follows:
- (a) The Board of Directors shall promptly obtain reliable and detailed estimates of the cost of repair and restoration and begin to settle any insurance claims in order to determine as soon as practicable the insurance proceeds available for such repair or restoration.
- (b) In the event of the loss or damage to Common Elements and/or Limited Common Elements and/or any Units, which loss or damage is covered by casualty insurance but the insurance proceeds appear to the Board of Directors to be insufficient to repair and restore all of such damage, then, to the extent that such casualty insurance is not specifically payable under the respective policy for Common Elements or Limited Common Elements or Units, it shall be applied first for the repair or restoration of Common Elements, secondly for Limited Common Elements and then any Units. To the extent that such proceeds are insufficient to complete said repair or restoration and sufficient cash reserves do not exist in the Association's budget to cover such insufficiency, special Assessments shall be made upon Unit Owners by the Association to complete said repair or restoration with such Assessments to be made in the following manner: In respect of Assessments for the completion of repairs or restoration (i) to Common Elements or Limited Common

Elements, such Assessments shall be made upon all Unit Owners in proportion to their ownership of the Common Elements (without regard to the existence of any exclusive right to use an area constituting Limited Common Elements which may be appurtenant to any Unit) and (ii) to Units shall be made only in respect of the Units sustaining loss or damage and the allocation of Assessments among such Units sustaining loss or damage shall bear the same proportion to the total Assessment levied against all of such Units sustaining loss or damage, as the estimated cost of repair or restoration of each Unit bears to the estimated cost to repair or restore all such Units sustaining loss or damage; provided, however, that if the Board of Directors finds that it cannot determine with reasonable certainty the estimated cost of repair or restoration attributable to individual damaged Units, then the Board of Directors shall levy the special Assessment for completion against all of the Unit Owners in proportion to their ownership of the Common Elements, as if all such damage had occurred in the Common Elements. If the insurance proceeds exceed Three Thousand (\$3,000) Dollars or if the total Restoration Fund exceeds Ten Thousand (\$10,000) Dollars, all of such funds shall be deposited with the Insurance Trustee for disbursement as provided in this Article IX. It shall be presumed that the first monies disbursed from the Restoration Fund in payment of costs of repair or restoration shall be from insurance proceeds; and if there is a balance in the Restoration Fund after payment of all costs of the repair and restoration for which the fund is established, such balance shall be distributed as provided in Section E(2)(a) to the extent that it represents insurance proceeds and to the Association to the extent it does not represent insurance proceeds.

- (c) If the damage or loss is limited to the Common Elements and/or Limited Common Elements, with no, or minimal damage or loss to any individual Units, and if the cost to repair or restore such damage or loss is less than Ten Thousand (\$10,000) Dollars and the proceeds of any insurance in respect thereto is less than Three Thousand (\$3,000) Dollars) the Board of Directors shall promptly contract for the repair and restoration; provided, however, that upon the request of a First Mortgagee which is a beneficiary of the insurance policy the proceeds of which are included in the Restoration Fund, such funds shall be disbursed in the manner provided in paragraph (d) below for more substantial repairs or restorations, but only if the First Mortgagee or the Unit Owner affected by such mortgage shall first deposit with the Insurance Trustee the amount of its estimated fees and disbursements in connection with such procedures.

- (d) If the damage or loss involves more than minimal damage to (i) more than one Unit or (ii) one Unit and/or the Common Elements and/or the Limited Common Elements, or if the cost to repair or restore such damage or loss is more than Ten Thousand (\$10,000) Dollars, or if the proceeds of any insurance in respect thereto is Three Thousand (\$3,000) Dollars or more, the Restoration Fund shall be disbursed by the Insurance Trustee for the repair or restoration.
- (e) The Insurance Trustee shall make payments from the Restoration Fund upon the written request of the Association, accompanied by a certificate dated not more than Fifteen (15) days prior to such request signed by an architect or engineer in charge of the work (who shall be selected by the Board of Directors) setting forth that (i) the sum then requested either has been paid by the Association or is justly due to contractors, subcontractors, materialmen, architects, or other persons who have rendered services or furnished materials in connection with the work (and giving a brief description of the services and materials and amounts so paid) and that the sum so requested does not exceed the value of the services and materials described in the certificate, (ii) except for the amount stated in such certificate to be due as aforesaid, there is no outstanding indebtedness (other than permitted retention in the amount specified in such certificate) known to the person signing such certificate which might become the basis of a vendor's, mechanic's or materialmen's or similar lien upon such work, the Common Elements, the Limited Common Elements or any individual Unit, and (iii) that the cost as estimated by the person signing such certificate of the work remaining to be done subsequent to the date of such certificate (together with any retention set forth in such certificate to be paid upon final acceptance of the work), does not exceed the amount of the Restoration Fund remaining in the hands of the Insurance Trustee after payment of the sum so requested. All payees shall deliver paid bills and waivers of mechanics liens in recordable form to the Insurance Trustee and execute any affidavit required by law or by the Association or the Insurance Trustee and deliver such documents to the Insurance Trustee as a condition of payment.
- (f) In the event that repairs or restoration are to be undertaken in respect of a Unit encumbered by a First Mortgage or if the damage to be repaired is limited to the Common Elements and/or the Limited Common Elements and the proceeds of any insurance in respect thereto is Three Thousand (\$3,000) Dollars or more, upon the written request of a First Mortgagee to the Insurance Trustee, the Insurance Trustee shall also require

as a condition to making any disbursements from the Restoration Fund, the prior written approval of the Mortgagee Representative. The Mortgagee Representative may require as a condition of its approval that (i) the Insurance Trustee receive such other certificates and waivers from the payees as shall be reasonably necessary to protect the First Mortgagees from any claims or liabilities to any mechanics or materialmen, (ii) the Association or the prime contractor obtain a completion Bond in an amount and with a bonding company authorized to do business in the State of Florida reasonably acceptable to the Mortgagee Representative and (iii) such other certificates or documents be furnished as may be reasonably necessary to assure it that the insurance proceeds will be disbursed as required herein; provided that neither the Mortgagee Representative nor any other mortgagee shall have any right to determine or participate in the determination as to whether or not any damage or loss shall be repaired or restored, and no mortgagee shall have any right to apply or have applied to the reduction of a mortgage debt any insurance proceeds except distributions of such proceeds made to the Unit Owner and mortgagee pursuant to the provisions of Section E above.

- (g) Any repair or restoration shall be substantially in accordance with the plans and specifications to be prepared by an architect or engineer selected or approved by the Board of Directors. Encroachments upon or in favor of Units which may be created as a result of such repair or restoration shall not constitute a claim or basis of a proceeding or action by the Unit Owner upon whose property such encroachment exists or by any Unit Owner in respect of encroachments on the Common Elements, provided that (i) such reconstruction was either substantially in accordance with the plans and specifications of the architect or engineer or (ii) the building was repaired or restored in the same manner as it existed prior to the loss or damage. Such encroachments shall be allowed to continue in existence for so long as the building or buildings stand.
- (h) Subject to the foregoing, the Board of Directors shall have the right and obligation to negotiate and contract for the repair and restoration of the Condominium Property.

G. Repair or Restoration after Very Substantial Damage:

The term "Very Substantial Damage" shall mean loss or damage whereby seventy-five (75%) percent or more of the aggregate space of all Units (determined on the basis of the square footage of floor areas) is rendered uninhabitable, or loss or damage whereby seventy-five (75%) percent or more of the total amount of insurance coverage obtained in accordance with Section A (1) or (2) becomes payable. Should such "Very Substantial Damage" occur:

- (1) The same procedures shall be followed as required in Section F(2)(a) and (b) above, provided that

while the amounts of the special Assessments required by Section F(2) (b) shall be estimated by the Board of Directors, no actual Assessments shall be made unless the vote described in Sub-section (2) below determines that repairs or restoration shall be undertaken.

- (2) Thereupon, a general meeting of the Association shall be called by the Board of Directors to be held not later than sixty (60) days after the casualty (or if by such date the insurance loss has not been fully adjusted, then within thirty (30) days after such final adjustment), to determine whether to repair and restore the damage or to terminate the Condominium, subject to the following:
 - (a) If the net insurance proceeds available for repair and restoration (including the insurance proceeds payable to mortgagees if a decision is made not to repair or restore the damage) are sufficient to cover the cost thereof, so that no special Assessment is required, then the Condominium Property shall be repaired and restored, unless a Two-Thirds (2/3) Vote of the Association determines to terminate the Condominium Property (in which case the Condominium Property shall be removed from the provisions of the Condominium Act and insurance proceeds shall be distributed as provided in Section E(2) (b) above).
 - (b) If the net insurance proceeds available for repair and restoration (including the insurance proceeds payable to the mortgagees if a decision is made not to repair or restore the damage) are not sufficient to cover the costs thereof, so that a special Assessment will be required, then
 - (i) if a Majority Vote of the Association is not in favor of the special Assessment, the Condominium shall be terminated (in which case the Condominium Property shall be removed from the provisions of the Condominium Act and insurance proceeds shall be distributed as provided in Section E(2) (b) above);
 - (ii) if a Majority Vote of the Association is in favor of the special Assessment, the Association shall immediately levy such Assessment, and thereupon the Association shall proceed to negotiate and contract for such repairs and restoration in accordance with the provisions of Section F(2) (b), (d), (e), (f), (g) and (h).
- (3) The Insurance Trustee may request, and rely upon a certificate of the Secretary of the Association, as to whether or not the damaged property is to be repaired and restored.

(4) In the event any dispute shall arise as to whether or not "Very Substantial Damage" has occurred, such a finding made by a majority vote of the Board of Directors shall be binding upon all Unit Owners.

H. Plans and Specifications. Any repair and restoration must be substantially in accordance with the plans and specifications for the original buildings, or as any building was last constructed, or according to the plans approved by the Board of Directors, which approval shall not be unreasonably withheld. If any material or substantial change is contemplated, the approval of the Mortgagee Representative and any particular First Mortgagees on the buildings to be changed shall also be required.

I. Insurance by Unit Owners. Each individual Unit Owner shall be responsible for purchasing at his own cost and expense, such other insurance as may be appropriate including without limitation, liability insurance for accidents occurring within his own Unit, insurance against the loss, theft or damage to his own personal property, living expense insurance, workmen's compensation for his personal employees and the like.

ARTICLE X

FUTURE DEVELOPMENT PARCEL

A. Ownership of Future Development Parcel: The Developer owns fee simple title to the Future Development Parcel; a legal description of the Future Development Parcel is attached as Exhibit 2A, and a survey and plot plan (subject to change from time to time in the sole discretion of the Developer) are attached as Exhibits 2B and 2C respectively.

B. No Obligation of Developer to Add Units: Depending on such factors as market conditions, availability of resources, corporate objectives, etc., the Developer (which term, as provided in Article III, may include one or more of its successors, assigns or grantees), may in its sole discretion, from time to time, add to the Condominium Community additional phases containing new Units from the Future Development Parcel. Nevertheless, the Developer is under no obligation to add any such Units from the Future Development Parcel nor, if any Units are added from a portion of the Future Development Parcel, to add any further Units. If phases are not added, the Developer shall not be required to convey any additional lands or facilities to the Condominium Community or the Association. Whether or not the Developer adds to the Condominium Community any new Residential Units on the Future Development Parcel, the owners or residents from time to time of any portions of such Future Development Parcel shall have the right to use the Recreation Area Property, subject to the limitations and after the payments set forth in Sections E and F of this Article X.

C. Description of Anticipated Phases: The anticipated phase or phases, if added to the Condominium Community:

- (1) will each contain Residential Units, either single family or multiple family (but will not contain any public or government subsidized housing unless specific approval therefor is given by Two Thirds (2/3) Vote of the Association, excluding any votes of the Developer), in compliance with zoning regulations applicable to the Future Development Parcel, together with: (a) Common Elements appurtenant to each Unit, which Common Elements shall be appurtenant in certain respects to all Units in the Condominium Community; and (b) Limited Common Elements for the exclusive use of one or more Units;
- (2) will contain no more than one thousand (1,000) Residential Units containing an aggregate of no more than two million five hundred thousand (2,500,000) square feet;
- (3) will be arranged so that no phase shall include more than 500 Units nor shall any Unit be more than 2,500 square feet;
- (4) may contain an aggregate of up to twenty thousand (20,000) square feet of convenience shopping or service area (e.g., drug store or convenience food store, etc.); provided that specific approval therefor is given by a Two Thirds (2/3) Vote of the Association.

provided that the Developer is not obligated to develop such convenience shopping or service area or any of such phases, or, if developed, add any of them to the Condominium Community.

D. Adjustment to Each Unit's Percentage Ownership in Common Elements as Each Phase is Added: The method for allocating each Unit's percentage ownership in Common Elements at the Condominium Community is the relationship between the square footage of the individual Unit and the aggregate square footage of all Units at the Condominium Community.

- (1) Present Allocation: A table of the square footage (rounded to the nearest ten square feet) of each Present Unit, the aggregate number of square feet in all Present Units and each Present Unit's current percentage ownership, subject to possible future adjustments as set forth in Subsection (2) below or Section C of Article XXII, is set forth on Exhibit 7 attached hereto and made a part hereof.
- (2) Method of Adjustment:
 - (a) As each phase is submitted to Condominium ownership at the Condominium Community such submission shall be accompanied by a certificate of an architect licensed in Florida which shall set forth beside a list of each Unit in such newest phase the number of square feet in each Unit (rounded to the nearest ten (10) square feet) and the aggregate number of square feet in all Units in such newest phase.

- (b) The aggregate number of square feet in all Units in the newest phase shall be added to:
 - (i) the aggregate number of square feet in all Units in all new phases (if any) prior to such newest phase; plus (ii) the aggregate number of square feet in all Present Units.
- (c) The aggregate number of square feet in all Units computed in paragraph (b) above shall then be divided into the number of square feet in each Unit (rounded to the nearest ten square feet) to obtain the revised percentage ownership of each Unit in the Condominium Community.
- (d) The computations required by this Subsection (2) shall be: (i) carried to four significant digits (e.g., 1.676% or 0.8736%); (ii) made by Treasurer of the Association; and (iii) verified by the accountant for the Association. If, after the computations have otherwise been completed, all percentages do not aggregate one hundred percent (100%), for convenience such amount shall be added to or subtracted from the previously computed percentage for the last listed Unit in the newest phase as shall be necessary for all percentages to aggregate one hundred percent (100%) and such revised percentage shall apply to such last listed Unit until a further adjustment, if any, is required by this Section (2) or Section C of Article XXII.
- (f) A revised Exhibit 7 based on the information contained in Section (1) above and this Section (2) shall be filed with the amendment to the Declaration covering the submission to Condominium ownership of each new phase to the Condominium Community.
- (g) If one or more phases are not built, the Units which are submitted to Condominium ownership at the Condominium Community shall be entitled to one hundred percent (100%) of the Common Elements.

E. Recreation Areas Provided: The Recreation Area Property is presently designed to serve a community of over 1,000 Residential Units and was, prior to the date hereof, owned by the Developer. In partial consideration for the Developer transferring ownership of the Recreation Area Property to the Condominium Community, the Developer shall have, and hereby retains the right to make the use of the Recreation Area Property (together with all necessary easements of ingress and egress over Common Elements of the Condominium Community) available to owners, lessees or residents of residential properties (including, without limitation, condominium parcels) developed on any portions of the Future Development Parcel whether or not any or all portions of such residential properties are submitted as an addition to the Condominium Community (such owners, lessees or other residents being collectively called "Other Residents"), and for such purposes retains rights of ingress and egress over the Common Elements of the Condominium Community, subject to the following payments and limitations:

(1) In order to help defray the annual operating and maintenance cost of the Recreation Area Property during such time as its use is being held available for the Developer and Other Residents:

- (a) the Association will prepare annual budgets for the operation and maintenance of the Recreation Area Property; and
- (b) the Recreation Area Property budget will be assessed among the Association itself, the Developer and Other Residents according to the following fractions (the following computations shall be made by the Treasurer of the Association and verified by the accountant for the Association and shall be based on rounding to the nearest ten (10) square feet):

(i) Association -

aggregate square footage of (a) Present Units as set forth on Exhibit 7 (i.e. 285,360) plus (b) any additional Units

700,000

(ii) Other Residents -

aggregate of (a) the square footage of all dwellings owned, rented or otherwise used by Other Residents, minus (b) the square footage of dwellings owned, rented or otherwise used by those Other Residents (or their predecessors), if any, who have failed to pay any prior assessment and are barred from further use of the Recreation Area Property

700,000

(iii) Developer -

700,000 - (numerators of the fractions in (i) plus (ii) above)

700,000

In the event that the Developer has failed to pay any prior assessment and is barred from further use of the Recreation Area Property, subsequent Assessments on members of the Association shall be computed by subtracting from the number which was theretofore the denominator in (i) and (ii) above the number which was theretofore the numerator in (iii) above.

(2) Assessments due from Other Residents will be divided among Other Residents in proportion to the square footage (rounded to the nearest ten feet) of their respective dwellings owned, rented or otherwise used (a copy of a certificate executed by an architect licensed to practice in Florida stating the square footage of any Other

Resident shall be furnished to the Association, without cost to the Association, by the Other Resident within 20 days after written request for such certificate by the Association). Assessments due from the Developer, if more than one person is the Developer at such time, shall be divided among them as they shall agree; provided that each Developer if more than one, shall be jointly and severally liable for assessments due from all Developers.

(3) Failure to pay assessments for the Recreation Area Property promptly when due shall in respect of:

- (a) Unit Owners: give the Association the lien rights set forth in Article XIX.
- (b) Other Residents: give the Association lien rights substantially similar to those set forth in Article XIX; such rights shall be set forth in agreements between the Association and such Other Residents to be entered into at the time such Other Residents seek to use the Recreation Area Property but no such agreement shall restrict the rights of use and enjoyment of the Recreation Area Property reserved herein.
- (c) The Developer: give the Association the right to forever bar the Developer and its subsequent successors, assigns or grantees from any further rights to use the Recreation Area Property;

provided that the remedies provided in Subsection 3 (c) shall be the sole and exclusive remedies of the Association or any Unit Owner against the Developer, for the failure to pay such assessments for the Recreation Area Property promptly when due; except that the Developer shall pay to the Association any assessments for the Recreation Area Property accrued and unpaid until the date the Developer gives written notice to the Association that it no longer desires to preserve rights of use and enjoyment to the Recreation Area Property reserved herein.

The Recreation Area Property will be owned as a Common Element by all Unit Owners at the Condominium Community, subject to the rights of the Developer and Other Residents described herein.

F. Recreation Areas and Facilities Which May Not Be Built if Additional Phases are Not Developed:

(1) Additions: After the Developer has added the following numbers of Residential Units to the Present Units at the Condominium Community, no further Residential Units may be added from the Future Development Parcel unless and until the following additions are made to the Recreation Area Property with the sole expense for construction thereof borne by the Developer (for purposes of this paragraph F only, should dwellings be constructed on the Future Development Parcel for Other Residents, each of such residential dwellings shall be deemed a "Residential Unit" if it has, or is to have, rights to use the Recreational Area Property):

Number of Residential Units Added to Present Units

Additions to the Recreation Area Property

Up to 500 additional Residential Units

None

Over 500 additional Residential Units and up to 1,000 additional Residential Units

One heated inground pool of at least 500 square feet of surface area and 500 square feet of deck area

- (2) Personal Property: If the Developer is required to construct the additional recreational facilities listed above, it shall be required to provide no personal property for use in connection therewith; except the following items for use in and around the additional pool described in (1) above shall be provided when and if such pool is constructed: twenty (20) aluminium chairs; six (6) aluminium lounge chairs; two (2) poolside tables and two (2) umbrellas.
- (3) Location and Substitutions: The location of such additions to the Recreation Area Property shall be constructed, at the sole discretion of the Developer, either on the site of the present Recreation Area Property or in another location or locations on the Future Development Parcel. Upon the request of the Developer and approval by at least a majority vote of the Association, the Developer may substitute different additions to the Recreation Area Property in lieu of those listed above; provided that nothing herein shall obligate the Developer to provide any additions to the Recreation Area Property other than, or in addition to, those set forth above.

G. Association Membership of Unit Owners in New Phases: Each Unit Owner in any new phase submitted to Condominium ownership at the Condominium Community shall have one vote in the Association for each Unit owned. If no additional Units are added, there shall not be any change in the membership vote from that provided in Article VIII.

H. Notice of Commencement of Additional Phases: The Developer shall notify each existing Unit Owner (by certified mail addressed to his Unit or last known address) of the commencement of, or decision not to add one or more additional phases provided that no additional phases may be added to the Condominium Community after January 1, 1985 without the approval of a Majority Vote of the Association.

I. Amendment of Declaration for Additional Units, and Additions to Recreation Area Property. The Developer reserves the right, from time to time, to amend this Declaration without the need for the approval of any other person (in accordance with the provisions of Section A of Article XXIII) to provide for the submission to Condominium ownership at the Condominium Community of (i) additional Units and (ii) additions to the Recreation Area Property, all on the terms and conditions set forth in this Article X.

ARTICLE XI

EASEMENTS

A. Present Easements: Certain easements with respect to the Condominium Property are hereby created and intended as covenants running with the land for the use and benefit of the Unit Owners, their guests and invitees; notwithstanding any other provisions contained in this Declaration, such easements may be amended or revoked by a Majority Vote of the Association provided the terms of such amendment, or such act of revocation does not unreasonably interfere with the use and benefit of the Unit Owners or the Future Development Parcel theretofore existing. The easements hereby created are:

- (1) Ingress and Egress: A non-exclusive easement for ingress and egress over streets, walks and other rights-of-way serving the Units as part of the Common Elements necessary to provide reasonable access to the public ways.

- (2) Utilities: A non-exclusive easement for conduits, ducts, plumbing, wiring and other facilities as may be required for Utility Services in order to provide all Utility Services necessary or desirable to the Condominium Property and the Future Development Parcel; provided that easements through a Unit shall be only according to the plans and specifications for the building containing the Unit or as the building is actually constructed unless approved in writing by the Unit Owner (which approval shall not be unreasonably withheld).
- (3) Pedestrian and Vehicular Traffic: A non-exclusive easement for pedestrian traffic over sidewalks, paths, lanes and walks, as the same may exist from time to time upon the Common Elements and for vehicular traffic over, through and across such portions of the Common Elements as may be found from time to time paved and intended for such purpose; provided, however, that nothing contained herein shall be construed to give or create in any person the right to park upon any portion of the Condominium Property except to the extent that the space may be specifically designated and assigned for parking purposes.
- (4) Sprinkler System: An easement as may be required or desirable to create, operate and maintain a water sprinkling system upon the Condominium Property and the Future Development Parcel, together with the right to withdraw water from bodies of water, ditches, canals, lakes and waterways located on the Condominium Property and to transfer water from and to the Future Development Parcel;
- (5) Support: An easement of physical support in every portion of a Unit which contributes to the support of a building encompassing any Unit beyond such Unit, or the Common Elements or Limited Common Elements.
- (6) Air Space: An easement for the use of the air space appurtenant to a Unit as it exists at any particular time;
- (7) Downspouts and Rainwater: An easement for overhanging troughs or gutters, downspouts, and the discharge therefrom of rainwater, and the flow thereof over the Condominium Property;
- (8) Common Elements: A non-exclusive easement over and to the Common Elements in favor of all of the Unit Owners for their use and for the use of their immediate families, guests, invitees, tenants and lessees, for all proper and normal purposes, and for the furnishing of services and facilities for which the same are reasonably intended, for the enjoyment of said persons but subject to any restrictions or limitations expressly set forth herein or contained from time to time in the Uniform Rules and Regulations. In addition, the easement created hereby shall also run in favor of each of the Developer and Other Residents of the Future Development Parcel but only to the extent that each of such persons grant a reciprocal easement to the Condominium

Community, it being the intention of the Developer that the Condominium Community and the Future Development Parcel be granted mutual easements of access across the Common Elements (or substantially similar areas if any portion shall not be, or cease to be a Condominium) contained in each area; provided, however, that nothing herein shall relieve the Developer and the Other Residents from their obligations for payments to the Association as provided in Section E of Article X in respect of the Recreation Area Property.

- (9) Unintentional Encroachments: An easement for an encroachment for any reason not caused by the intentional or negligent act of a Unit Owner, to the extent of such encroachment as long as the same shall continue, in the event that (a) there is an encroachment upon any Unit by another Unit or the Common Elements or Limited Common Elements, or (b) there is an encroachment upon Common Elements or Limited Common Elements by a Unit.

E. Additional Easements and Rights: The Association is hereby authorized on behalf of the Condominium Community from time to time and after a Majority Vote of the Association to acquire and/or enter into agreements to acquire possessory or use interest in lands or facilities, including but not limited to easements, additional rights-of-way, licenses, whether or not contiguous to the land of the Condominium Community, intended to provide for the enjoyment, recreation, additional egress and ingress, or other use or benefit to the Unit Owners and to grant, or enter into agreements to grant possessory or use interests in Common Elements including but not limited to easements for ingress, egress, sewer lines, lift stations, water mains and other utility conduits. The costs and expense of the maintenance, repair or replacement of such possessory or use interests in lands or facilities so acquired shall be an equal Common Expense; provided that should such possessory or use interest be acquired in common with the Future Development Parcel any costs or expenses thereof shall be allocated on a similar basis to that provided in Article X, Section E.

ARTICLE XII

DEDICATION OF ROADS

The Developer reserves the right at any time, after approval by a Majority Vote of the Association, hereinafter to convey, assign and transfer any road which has been designated as a private road for ingress and egress to the lands of, or over the land described in Exhibits 1A, 2A or 3A to any sovereign that would have jurisdiction over said private roads. If said private roads are conveyed, assigned and transferred to said sovereign, the Developer reserves the exclusive right in making said conveyance to said sovereign to dedicate said private roads for ingress and egress for public use in general, provided that the sovereign accepting said conveyance of said private roads agrees to repair and maintain said roads thereafter, at which time the maintenance and repair of such roads shall no longer be a Common Expense. The Developer also reserves the further right to assign to the Association the Developer's rights to convey, assign and transfer any such road to such sovereign.

ARTICLE XIII

PARKING AREAS

The Board of Directors may from time to time assign a Unit Owner a particular parking space in the Condominium Property for automobile parking purposes, and only the parking space so assigned shall thereafter be used by such Unit Owner. The Board of Directors may from time to time also designate certain areas for visitors' parking and all Unit Owners shall refrain from parking their own automobiles in such areas and shall request their guests to park in such areas. Such assignments or designations shall be noted in the records of the Association which shall be available for inspection by any Unit Owner but shall not be recorded among the public records. Any portion of the Condominium Property outside the boundaries of individual Units may be designated for parking purposes by the Board of Directors; except the Board of Directors shall not have the authority to designate a covered parking space for visitors' parking or relocate a Unit Owner from a covered parking space to an uncovered parking space without first obtaining the written consent of the Unit Owner to whom said parking space has been assigned. The Board of Directors may, from time to time, should they determine there be a need (for example, a physical disability of a Unit Owner which necessitates a parking space as close to his Unit as possible), change the parking space assigned to a Unit, provided that a Unit shall always have one parking space, unless it has a garage. The parking space assigned to each Present Unit shall be a covered space.

XIII (A) ADDED 18673/2266

ARTICLE XIV

RESTRICTIONS ON CONVEYANCES AND LEASING

In order to insure the community of congenial residents and thus protect the value of the Condominium Parcels, the sale, leasing, and transfer of Condominium Parcels by any Unit Owner other than the Developer, shall be subject to the following provisions:

A. Notification: Prior to any sale or transfer, of any Condominium Parcel to any person other than the Unit Owner's spouse, the Unit Owner shall give written notice to the Board of Directors of the price, anticipated closing date and other terms thereof (and, upon request of the Board of Directors a photocopy of any purchase agreement), the name and address of the person to whom the proposed sale or transfer is to be made, and such other information about such person (including, without limitation, credit information and personal references) as may be required by the Board of Directors. Within thirty (30) days, after all information

reasonably requested by the Board of Directors shall have been received, the Board of Directors shall either approve or disapprove of a proposed sale or transfer and shall notify the Unit Owner in writing of its decision; failure of the Board of Directors to notify the Unit Owner within such third, (30) days shall be deemed approval.

B. Right of First Refusal on Sale or Transfer:

- (1) In the event the Board of Directors disapproves the proposed sale or transfer and if a Unit Owner still desires to consummate such sale or transfer, he shall give written notice to the Board of Directors of his intention to so sell or transfer on a closing date (not earlier than thirty (30) days after the date of such notice), together with the price and other terms thereof, and the Secretary of the Association shall promptly notify the members of the Association of said date, price and terms by posting a notice to such effect on a notice board on the Condominium Property. The members of the Association shall have the first right over the prospective purchaser to consummate such sale or transfer at the price and on the terms contained in the notice, provided that they so notify the Secretary of the Association, in writing, of the acceptance thereof at least fifteen (15) days before the date of the intended sale or transfer, and deposit with the Secretary of the Association ten (10%) percent of the purchase price as a good faith deposit for a closing by such member at least five (5) days before the date of the intended sale to the proposed purchaser, which information and notice of deposit the Secretary shall promptly forward to the Unit Owner. In the event the Unit Owner giving notice receives acceptance from more than one (1) member, such Unit Owner may consummate the sale or transfer with whichever of the accepting members he chooses.
- (2) In the event no member of the Association accepts the first right of purchase as set forth in Subsection (1), then the Association shall be deemed to approve the proposed sale or transfer unless the Association shall give the Unit Owner written notice at least ten (10) days before his proposed sale or transfer that a purchaser approved by the Association will close the transaction at least five (5) days before the date of the intended sale or transfer, and that said purchaser has deposited ten (10%) percent of the purchase price with the Association as a good faith deposit for the intended sale at the price and terms contained in the notice provided to the Association by the Unit Owner.

C. Permitted Sale or Transfer: In the event the Unit Owner has received the approval of the Board of Directors as set forth in Section A above or has received notice of the disapproval of the Board of Directors but has received no written notice from any person accepting the price and terms of the proposed sale or transfer on or before ten (10) days prior to the closing date given in his notice referred to in Section D(1) above, then that member may complete the sale or transfer on the day and at the price and terms given in his notice, but on no other day or at no other price or terms without repeating the procedure outlined above in this Article XIV.

D. Redemption After Failure to Comply: In the event a Unit Owner consummates a sale or transfer without first complying with the terms hereof, any other member of the Association shall have the right to redeem the affected Condominium Parcel from the new Unit Owner by giving written notice, within six (6) months of the unapproved sale or transfer to such new Unit Owner, of the member's intention to purchase the Condominium Parcel within thirty (30) days on the same price and terms that such new Unit Owner purchased it (without any consideration whatsoever for any improvements or repairs made by the new Unit Owner since his acquisition) and stating that such member has made a good faith deposit of at least ten (10%) of the purchase price with the Association. Upon payment as aforesaid, the new Unit Owner shall convey all of his right, title and interest to the member of the Association first giving written notice of such redemption.

E. Transfers Upon Death of a Unit Owner: If, in the case of the death of the Unit Owner, the surviving spouse or another member or members of such Unit 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. However, if any person other than the surviving spouse or members of the family of the deceased Unit Owner succeeds to the ownership of the Condominium Parcel, or if some 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 other than the decedent's surviving spouse or members of his family, the Board of Directors shall, within thirty (30) days of receiving written notice thereof, express its disapproval or approval of the persons so designated as owners of the Condominium Parcel by sending written notice thereof to such designated owners. If the Board of Directors shall approve, ownership of the Condominium Parcel may be transferred to any person so designated who shall thereupon become the Unit Owner, subject to the provisions of this Declaration. If, however, the Board of Directors shall disapprove then the Association shall have an opportunity during thirty (30) days following the notice of such disapproval from the Board of Directors, to purchase or designate a person to purchase the Condominium Parcel at the then fair market cash value thereof. Should the parties fail to agree on the fair market cash value of such Condominium Parcel, such value shall be determined by an appraiser appointed by the Senior Judge of the Circuit Court in and for the county in which the Condominium Community is located on petition of any party in interest. The expense of appraisal

shall be paid by the seller of the Condominium Parcel. In the event that the Board of Directors does not notify the designated persons of its approval or disapproval within the thirty (30) day period specified above or the Association does not exercise the privilege of purchasing or furnishing a purchaser for such Condominium Parcel within the period required, any person originally designated may then, and only in such event, take title to the Condominium Parcel or may, subject to the provisions of this Article XIV governing sales and transfers, dispose of such Condominium Parcel.

F. Notice Prior to Leasing: Prior to the leasing of any Condominium Parcel, the Unit Owner shall give written notice to the Board of Directors of the name and address of the proposed tenant and the terms of the proposed lease (and shall, upon request furnish to the Board of Directors a photocopy of the proposed lease and such other information as to the proposed tenant as it shall reasonably request, including without limitation credit information and personal references). Within thirty (30) days after all information reasonably requested by the Board of Directors shall have been received, the Board of Directors shall either approve or disapprove the proposed leasing arrangement and give the Unit Owner written notice thereof. Failure of the Board of Directors to notify the Unit Owner within such period shall be deemed approval. If the Board of Directors disapproves a proposed lease, it shall be under no obligation to lease the Condominium Parcel for the Association or find a replacement tenant, and the Unit Owner shall have no right to lease his Condominium Parcel to the proposed tenant on the terms disapproved and prior to entering into any other leasing arrangement with this or any other tenant, said Unit Owner shall repeat the notice and other procedures set forth herein.

G. Conditions to Any Approval of Leasing Arrangements: Whether or not otherwise communicated to a Unit Owner, the following provisions shall apply to any proposed leasing arrangements:

(A) 5543/1649

- (1) The Board of Directors shall have the right to require that a substantially uniform form of lease be used by all Unit Owners (copies of any such required lease form shall be available from the Secretary of the Association).
- (2) In the event the Board of Directors approves a lease, such approval of a lease shall not release the Unit Owner from any obligation under this Declaration, and either the lessee or the Unit Owner, but not both, shall have the right to use the Condominium Property to the exclusion of the other party.
- (3) The lessee shall comply with all provisions of this Declaration and the Uniform Rules and Regulations.
- (4) If at any time during such lease the Unit Owner shall be delinquent in the payment of his Assessments, the lessee shall pay his rent directly to the Association until the delinquent Assessment and any interest thereon shall have been paid in full.

H. Association's Right to Lease Units: Separate from, and in addition to the Association's right to approve or disapprove any proposed leasing arrangement on any Condominium Parcel, is the right of first refusal hereby granted to the Association to lease any Condominium Parcel offered for lease by any member of the Association. Accordingly, no Unit Owner shall lease his Condominium Parcel to any party without first giving the Association notice in writing of such lease as provided in Section F above, thereby giving the Association the opportunity to determine also whether it will exercise its right of first refusal to lease such Condominium Parcel on the same terms and conditions as those contained in any bona fide offer which the Unit Owner may have received for the lease of such Condominium Parcel. If the Association is desirous of exercising its option to lease such Condominium Parcel on the same terms and conditions as are contained in said bona fide offer, then the Board of Directors shall give written notice to the Unit Owner desiring to lease his Condominium Parcel of the exercise by the Association of its election to so lease such Condominium Parcel within fourteen (14) days from receipt by the Association of the Unit Owner's notice to the Board of Directors as required in Section F above. If the Association has exercised its election to lease such Condominium Parcel, the Association shall execute a lease, on the same terms and conditions as those contained in said bona fide offer; provided, that at its election the Board of Directors may cause the Association's right of first refusal to lease any Condominium Parcel to be exercised in the Association's name for itself or for a party approved by the Board of Directors. If the Board of Directors does not within fourteen (14) days after notice to it from the Unit Owner, exercise the right of first refusal herein granted, the Association's options provided in this Section H shall lapse, but the Unit Owner must still await the approval of the proposed leasing arrangements as provided in Section F above.

I. Reliance on Affidavit of Secretary: An Affidavit of the Secretary of the Association stating that the Board of Directors approved in all respects on a certain date the sale or transfer of, or leasing arrangements for a Condominium Parcel to certain persons shall be conclusive evidence of such fact, and from the date of approval as stated in such affidavit the redemption rights of members (in respect of an unauthorized sale or transfer) shall terminate. An affidavit of the Secretary of the Association stating that the Board of Directors was given proper notice on a certain date of a proposed sale or transfer or leasing arrangements and that the Board of Directors disapproved or failed to act on such proposed sale or transfer or leasing arrangements, and that thereafter all the provisions hereof which constitute conditions precedent to a subsequent sale or transfer of, or leasing arrangements for a Condominium Parcel have been complied with, and that the sale or transfer of, or leasing arrangements for a particular Condominium Parcel to particularly named persons does not violate the provisions hereof, shall be conclusive evidence of such facts for the purpose of determining the status of the person's title or leasehold interest to such Condominium Parcel sold, transferred or leased. Such affidavit shall not be evidence of the fact that the subsequent sale or transfer to, or leasing arrangements with such persons was made at the price, terms and date stated in the notice given to the Secretary, but in the event of any sale or transfer six (6) months after the sale or transfer the redemption rights set forth in Section D above shall terminate.

J. Exception For, and Special Rights of Institutional Mortgagee and Developer: Notwithstanding anything to the contrary herein, the provisions of this Article XIV shall not be applicable to sales or transfers of any Condominium Parcel to an Institutional Mortgagee, whether in foreclosure by judicial sale, or by a voluntary conveyance in lieu of foreclosure, whereby such Institutional Mortgagee becomes an owner, nor to any sale, lease or transfer by such Institutional Mortgagee after it has acquired title to such Condominium Parcel. The provisions of this Article XIV shall also not be applicable to any sale, transfer or lease by the Developer, and the Developer shall have the irrevocable right and privilege to sell, transfer or lease any Condominium Parcel owned by it without having to secure any prior or subsequent approval for said sale, transfer or lease. The Developer and its agents shall also have the right to transact any business on the Condominium Property necessary to consummate sales, transfers or leases of Condominium Parcels, including but not limited to, the right to maintain model Units, office space and to have its signs, employees and agents in offices and in all areas of the Condominium Property and to use the Common Elements, and to show Units without restraint or interference by the Association or any Unit Owner. Sales offices, model furniture, promotional and offering materials, signs, and all items pertaining to sales and leases shall not be considered Common Elements and shall remain the property of the Developer or its agents.

K. Approval of Occupant: If the transferee, purchaser or lessee of a Unit is to be a corporation, trust, partnership or the like, the approval of the transaction may be conditioned upon the further approval of the Board of Directors of all intended occupants of the Unit.

L. Restriction on Mortgaging: No Unit Owner may mortgage his Condominium Parcel nor any interest therein to any person other than an Institutional Mortgagee without the prior written approval of the Board of Directors. The approval of any other mortgagee may be upon conditions determined by the Board of Directors or may be arbitrarily withheld.

M. Unauthorized Transactions Void: Any sale, mortgage, lease or transfer not authorized in accordance with the terms of this Declaration shall be void unless subsequently approved by the Board of Directors, who may arbitrarily withhold any such subsequent approval.

N. ADDED 18673/2266
ARTICLE XV

P. ADDED 18673/2266

INDIVISIBILITY OF COMMON ELEMENTS

The Common Elements shall not be divided or conveyed separately from the Units and shall be more specifically governed as follows:

A. The undivided share in the Common Elements which is appurtenant to a Unit shall not be separated therefrom and shall pass with the title to the Unit, whether or not separately described.

B. A share in the Common Elements appurtenant to a Unit cannot be conveyed or encumbered except together with the Unit.

C. The share in the Common Elements appurtenant to Units shall remain undivided, and no action for partition of the Common Elements shall lie.

- (1) The Unit Owner shall maintain in good, clean and sanitary condition and repair and replace at his own cost and expense all portions of, and fixtures in his Unit except those specifically required to be maintained, repaired, and replaced by the Association, which maintenance, repair and replacement shall be done without disturbing the rights of other Unit Owners. Without limiting the generality of the foregoing, the Unit Owner shall at his own cost and expense: periodically wash or clean his Unit's windows; replace any broken windows; replace or repair any broken window or door screens or locks; repaint, wallpaper, tile or otherwise redecorate any interior wall, ceiling and floor surfaces; repair or replace any doors (other than exterior doors, the replacement or redecoration of which must be approved in writing by the Association), shelves, cabinets or other fixtures; repair or replace any stoves, ovens, refrigerators, dishwashers, air conditioners, humidifiers, disposals or other appliances; provided that no plumbing or electrical work or repairs to any cable system in a Unit shall be done by any person not authorized by the Association or licensed to perform such work;
- (2) The Unit Owner shall not paint or otherwise decorate or change the appearance of any portion of the exterior of the building, or hang anything in windows other than drapes, shades or curtains. Exteriors of buildings shall be repainted periodically as determined by the Board of Directors and any supplemental exterior painting undertaken by a Unit Owner shall be with paint and colors previously approved in writing by the Board of Directors;
- (3) The Unit Owner shall promptly report to the Association any defects or need for repairs, the responsibility for the remedy of which is that of the Association;
- (4) No Unit Owner (other than the Developer) shall make any alterations in the portions of any building or the Common Elements which are to be maintained by the Association or remove any portion thereof or make any additions thereto or do any work which would jeopardize the safety or soundness of the building or impair any easement or vary the architectural appearance of said building without obtaining the prior written approval of the Board of Directors; without limiting the generality of the foregoing without such prior written approval, no Unit Owner shall attach any air conditioners, fans or ducts to any exterior walls, windows or doors nor allow them to be visible from the exterior of his Unit, nor cover by shutters, screens, awnings or otherwise any windows or doors, nor extend or enclose any porch or patio nor construct any air conditioner pad nor combine two Units (except that the Developer reserves the right to change the interior design and arrangement of any Unit and to alter the boundaries between Units so long as the Developer owns such Units and such changes do not increase the total number of Units; if the Developer should so alter or change such Units, such changes or alterations shall be reflected in an amendment to this

Declaration which need be executed only by the Developer without the need for the approval of any other person as provided in Section A of Article XXIII, except that the consent of any Institutional Mortgagee holding a mortgage on the Units to be altered or changed shall be required).

- (5) No Unit Owner may divide or subdivide his Unit for purposes of sale or lease.
- (6) In the event the Unit Owner fails to maintain his Unit as required, the Association, or any other Unit Owner shall have the right to proceed at law to seek compliance with the foregoing provisions. The Association shall also have the right to assess the Unit Owner and the Unit for the necessary sums to put the Unit into the requisite condition and (without the consent of the Unit Owner) to have its employees or agents enter the Unit and do the necessary work to enforce compliance with this provision (including without limitation any repainting or removal of items).

XVII(B)(7) ADDED 17856/197

ARTICLE XVII

THE ASSOCIATION

The operation of the Condominium Property shall be vested in the Association. No Unit Owner, except as an officer or director of the Association, shall have any authority to act for the Association. The powers and duties of the Association shall include those set forth in its Articles of Incorporation and By-laws, in this Declaration and all powers and duties set forth in the Condominium Act, including but not limited to:

A. Access: The Association, its officers, directors, agents and employees shall have an irrevocable right to have access to each Unit from time to time during reasonable hours as may be necessary for the maintenance, repair or replacement of any Common Elements therein, or for making emergency repairs therein necessary to prevent damage to the Common Elements or to any other Unit, or to determine compliance with this Declaration or any Uniform Rules and Regulations.

B. Assessment: The power to make and collect Assessments as provided in Article XIX.

C. Common Elements: The power to lease, maintain, repair and replace the Common Elements.

D. Records: The duty to cause accounting records of the Association's activities to be maintained according to good accounting practices; such records shall be open to inspection by Unit Owners during normal business hours.

E. Annual Reports: The duty to cause the records of the Association to be audited annually as of December 31 by an independent certified public accountant and to mail a copy of the audited financial statements of the Association to each of its members by March 1 of each year.

F. Management and Maintenance Contracts: The power to enter into contracts with others for a valuable consideration, for the maintenance and management of Condominium Property, including the normal maintenance and repair of the Common Elements

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and in connection therewith, to delegate the powers and rights herein contained, including that of making and collecting Assessments, perfecting liens for nonpayment, etc. Each Unit Owner, his heirs, successors and assigns, shall be bound by any such management agreement or revisions thereof to the same extent and effect as if he had executed such management agreement for the purposes herein expressed, including but not limited to adopting, ratifying, confirming and consenting to the execution of such agreement by the Association, covenanting and promising to perform each and every of the covenants, promises and undertakings to be performed by Unit Owners thereunder, acknowledging that all of the terms and conditions thereof, including the management company's fee, are reasonable, and agreeing that the persons acting as directors and officers of the Association entering into such an agreement have not breached any of their duties or obligations to the Association; provided that the original term or any single renewal period shall not exceed one year unless such agreement shall be approved by a Seventy-five (75%) Percent Vote of the Association.

G. Rules and Regulations: The power to adopt reasonable rules and regulations for the maintenance and conservation of the Condominium Property, and for the health, comfort, safety and welfare of the Unit Owners. Any of such rules or regulations adopted by the Board of Directors and approved by a Majority Vote of the Association shall be termed Uniform Rules and Regulations and shall be binding upon all Unit Owners; provided that in any emergency the Board of Directors shall have the power to make any emergency rules and regulations which shall likewise be binding on all Unit Owners but only until there is sufficient time to seek the Majority Vote of the Association.

H. Miscellaneous: All powers and duties necessary or desirable to accomplish the purposes of the Association.

ARTICLE XVIII

COMMON EXPENSES

Common Expenses means all expenses and assessments properly incurred by the Association for the Condominium Community as shall be permitted or required by the Condominium Act, including without limitation:

- A. General: The costs of operation, maintenance, repair and replacement of the Common Elements and Limited Common Elements.
- B. Insurance: Fire, liability and other insurance and costs related thereto as set forth in Article IX.
- C. Administrative: Administrative costs of the Association, including without limitation, postage, telephone, clerical, legal, accounting and related fees and expenses.
- D. Certain Utilities: Cost of Utility Services which are not metered to the individual Units (but not hook-up or turn-on charges or the like).
- E. Recreation Area Property: Costs of maintaining the Recreation Area Property as provided in Section E of Article X.
- F. Additional Rights: The cost of additional use rights acquired as part of the Common Elements for the benefit of all Unit Owners as provided in Article XI, Section B.

- G. Restoration: The costs of repairs or restoration after damage or loss to the extent provided in Article IX. FD 4522 JAN 1494
- H. Employees and Agents: Security guards, maintenance personnel, bus drivers, management agents, pest and termite control.
- I. Licenses and Taxes: License and inspection fees, any fees required by the Condominium Act or other regulations and any real estate or personal property taxes assessed against the Condominium Property, other than taxes assessed against the individual Condominium Parcels which shall be the sole responsibility of the Unit Owner. In the event that any taxing authority having jurisdiction over the Condominium Property shall levy or assess any tax or special assessment against the Condominium Property as a whole, as opposed to levying and assessing such tax or special assessment against each Condominium Parcel and its appurtenant undivided interest in Common Elements, as now provided for by law, then such tax or special assessment so levied shall be paid as a Common Expense by the Association.
- J. Reserves: Until such time as the Developer owns no Units in the Condominium there shall be no replacement or other reserves established without the written consent of the Developer.

ARTICLE XIX

LIABILITIES AND LIENS FOR ASSESSMENTS

The Association, through its Board of Directors, shall establish the annual budget for the Association and shall assess Unit Owners for their proportionate share on the following basis:

A. Fixed by Association: The Association shall have the power to fix and determine from time to time Assessments on Unit Owners necessary to provide for the Common Expenses of the Condominium Property. All monies collected by the Association shall be treated as the separate property of the Association, and such monies may be applied by the Association to the payment of any expense of operating and managing the Condominium Community, or to the proper undertaking of the duties imposed upon it by virtue of this Declaration. Monies from any Assessments paid to the Association by any Unit Owner may be co-mingled with the monies paid to the Association by other Unit Owners. Although all funds and other assets of the Association, and any increments thereto or profits derived therefrom, shall be held for the benefit of the members of the Association, no member of the Association shall have the right to assign, hypothecate, pledge or in any manner transfer his interest therein, except as an appurtenance to his Condominium Parcel. When a Unit Owner shall cease to be a member of the Association, by transfer of his Condominium Parcel or otherwise, the Association shall not be required to account to such owner for any share of the funds or assets of the Association which may have been paid to the Association by such person and all monies which any Unit Owner has paid to the Association shall be and constitute an asset of the Association which may be used in the operation and management of the Condominium Community.

B. Liability: Each Unit Owner (including without limitation the Developer or any Institutional Mortgagee), regardless of how his title is acquired, shall be liable for, and pay promptly all Assessments on the Condominium Parcel (whether regular or special,

proportional or, to the extent provided herein, disproportional) coming due while he is the owner of a Condominium Parcel and upon any transfer, the transferee shall be jointly and severally liable with the transferor for all unpaid Assessments against the transferor up to the time of such transfer; provided that the liability of an Institutional Mortgagee shall be limited as provided in Section I below.

C. Waiver Ineffective: The liability for Assessments may not be avoided by waiver of the use or enjoyment of any Common Elements or Limited Common Elements, or by abandonment of the Condominium Parcel against which the Assessment made or by any other manner.

D. Interest: Assessments or installments thereof not paid when due shall bear interest at the rate of ten (10%) percent per annum from the date when due until such Assessment or installment thereof and all interest due thereon has been paid.

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E. Lien for Assessments: The Association shall have a lien on each Condominium Parcel for any unpaid Assessments and interest thereon against the Unit Owner until paid. Such lien shall also include a reasonable attorney's fee incurred by the Association incident to the collection of such Assessment or enforcement of such lien. The lien granted to the Association shall further secure such advances for taxes, and payments on account of superior mortgages, liens or encumbrances which the Association may elect to advance in order to preserve and protect its lien and the Association shall further be entitled to interest at the rate of ten (10%) percent per annum on any sums advanced for such purposes. Such lien may be executed and recorded in the public records of the county in which the Condominium Property is located in the manner provided by law. The Board of Directors may settle and compromise any action if the Board of Directors determines such settlement or compromise is in the best interests of the Association. The lien for Assessments, shall be effective as and in the manner provided by the Condominium Act and shall have the priorities established by law; provided that in any event such lien shall be subordinate to the lien of an Institutional Mortgagee recorded prior to such lien, except that the lien of the Association for taxes or special assessments paid by the Association (where any taxing authority having jurisdiction levies any tax or special assessments against the Condominium Property as an entirety instead of levying the same against each Condominium Parcel and its appurtenant undivided interest in the Common Elements as is now provided by law) shall be prior in lien, right and dignity to the lien of all mortgages, liens and encumbrances, whether or not recorded prior to the Association's claim of lien therefor, and the Association's claim of lien for collection of such taxes or special assessments shall specifically designate that the same secures such an expenditure by the Association together with the amount thereof allocable to such Condominium Parcel. Notwithstanding anything contained herein to the contrary, Unit Owners shall retain any rights to contest liens for Assessments as may be permitted under the Condominium Act.

F. Foreclosure of Liens: Liens for assessments may be foreclosed by suit brought in the name of the Association in like manner as a foreclosure of a mortgage on real property. The Association may bid at any sale in its own name and apply as a cash credit against its bid all sums due the Association covered by the lien being enforced. Institution of an action at law to attempt to effect collection of any delinquent assessment shall not be deemed to be an election by Association which shall prevent it from thereafter seeking enforcement of the collection of any sums remaining owing to it by foreclosure, nor shall proceedings by foreclosure to attempt to effect such collection be deemed to be an election precluding the institution of suit at law to attempt to effect collection of any sum then remaining due to it. In any proceeding for the foreclosure of its lien, the Association shall be entitled to rental from the Unit Owner from the date on which

delinquent and shall be entitled to the appointment of a receiver for said Condominium Parcel; the rental required to be paid shall be equal to the rental charged on comparable type of apartments in the area.

G. Assignment by Association: The Association shall have the right to assign its claim and lien rights for the recovery of any unpaid Assessments to any Unit Owner or group of Unit Owners, or to any third party.

H. Payment Prior to Use: Any person who acquires an interest in a Condominium Parcel including without limitation persons acquiring title by operation of law, shall not be entitled to occupancy of the Unit or enjoyment of the Common Elements until such time as all unpaid assessments due and owing by the former owner have been paid; provided that this Section H shall not apply to an Institutional Mortgagee to the extent set forth in Section I below.

I. Exceptions for Institutional Mortgagee: Where the Institutional Mortgagee of record or other purchaser of a Condominium Parcel obtains title to such Condominium Parcel as a result of foreclosure of the mortgage of an Institutional Mortgagee, or where an Institutional Mortgagee of record accepts a deed to such Condominium Parcel in lieu of foreclosure, such person so acquiring title, his successors and assigns, 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 Unit Owner thereof) which became due prior to such holder's acquisition of title as a result of the foreclosure, or the acceptance of such deed in lieu of foreclosure, except that portion of the Assessment, if any, relating to taxes or special assessments paid by Association (where any taxing authority having jurisdiction levies any tax or special assessments against the Condominium Property as an entirety instead of levying the same against each Condominium Parcel and its appurtenant undivided interest in the Common Elements as now provided by law). Such unpaid share of Common Expenses or Assessments shall be deemed to be Common Expenses collectible from all of the Unit Owners, excluding the person so acquiring title, his successors and assigns. Nothing herein shall abridge or limit the rights of mortgagees of a Condominium Parcel as set forth in any statute.

J. Certificate of Association: Whenever any Condominium Parcel is to be leased, sold or mortgaged by the Unit Owner thereof, the Association, upon written request of such Unit Owner, shall furnish to the proposed lessee, purchaser or mortgagee, a written statement of the Treasurer of the Association verifying the status of payment of any Assessments which may be due and payable to the Association by such Unit Owner. Such lessee, purchaser or mortgagee may rely upon such statement and the Association shall be bound thereby.

ARTICLE XX

RESTRICTIONS AND OBLIGATIONS OF UNIT OWNERS

In addition to other obligations and duties of Unit Owners set forth in this Declaration:

- A. Taxes and Utilities: Each Unit Owner shall pay for any utilities which are separately metered to his Unit and any taxes separately assessed against his Condominium Parcel.
- B. Residence: No Unit Owner shall use or permit the use of his Residential Unit for any purpose other than as a single family residence for himself and the members of his family and social guests. If the Unit contains one (1) bedroom, then not more than three (3) persons shall reside in said Unit, if the Unit contains two (2) bedrooms, then not more than four (4) persons shall reside in said Unit, and if the Unit contains three (3) bedrooms, then not more than six (6) persons shall reside in said Unit; provided however if any more than three (3) persons are to reside in a Unit, there shall be at least four hundred (400) square feet for each resident.

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- C. Pets: A Unit Owner may keep pets only in his Unit and give them access to the Common Elements only when they are leashed; provided that no pet shall have access to the Recreation Area Property, no Unit Owner may replace a pet once it dies nor may any Unit Owner keep a pet at the Condominium Community (i) other than in accordance with any Uniform Rules and Regulations or (ii) if such pet weighs more than fifteen (15) pounds or (iii) if such pet shall be a nuisance to any other Unit Owner.
- D. Insurance Rates: No Unit Owner shall permit or suffer anything to be done or kept in his Unit which will increase the insurance rates on his Unit or any other portion of the Condominium Property, or which will obstruct or interfere with the rights of other Unit Owners or annoy them by unreasonable noises or otherwise; nor shall a Unit Owner commit or permit any nuisance or immoral or illegal act in his Unit or the Common Elements or make any use of a Unit that violates any law or governmental regulation.
- E. Uniform Rules and Regulations: Each Unit Owner shall himself, and shall cause his employees, agents and guests to conform to and abide by the provisions of this Declaration and any Uniform Rules and Regulations.
- F. Signs: No Unit Owner shall show any sign, advertisement, or notice of any type on the Common Elements or his Residential Unit (nor affix them in any manner so that they are visible from the exterior of his Unit), nor erect any exterior antennas and aerials except as may be provided in any Uniform Rules and Regulations; provided that the Developer reserves the right to affix "For Sale" or "Sold" signs on any Unit it may own and a similar right is granted to any Institutional Mortgagee which may acquire any Unit.
- G. Restriction on Children: No Unit Owner shall permit any person who has not yet attained eighteen (18) years of age to reside on the Condominium Property, except that children under such age may be permitted to visit and temporarily reside thereon, provided that such temporary residence shall not exceed thirty (30) days within any consecutive twelve (12) month period. In no event shall a person who has not attained the age of eighteen (18) years be allowed to enter any building or use any facilities of the Recreation Area Property except as may be permitted by the Uniform Rules and Regulations. Notwithstanding the foregoing, the Developer expressly reserves the right without the approval of any other person to amend, in accordance with Article XXIII, Section A, this Section G pertaining to the age of children and residency thereof within the Condominium Community, provided however that no

(A) 14082/576

such amendment shall be effective as to the Present Units unless it shall be approved by a Two Thirds (2/3) Vote of the Association. Notwithstanding any other rights which may be available to the Association and the Condominium Community for a breach of this Section G by any Unit Owner (whether such breach be intentional or unintentional, through childbirth, guardianship or the like), the Association may, and upon written request of any five Unit Owners shall, notify the offending Unit Owner in writing that such offending Unit Owner is in breach of this Section G and shall have sixty (60) days to cure such breach through removal of the person who has not yet attained eighteen (18) years of age from the premises or otherwise. If, however, such offending Unit Owner does not cure such breach within such sixty (60) day period, the Association shall have the opportunity during a ninety (90) day period following the expiration of such sixty (60) day period to purchase or designate a person to purchase the Condominium Parcel of the offending Unit Owner at the then fair market cash value thereof; if the parties cannot agree on such value, it shall be determined (and the costs of such determination borne) as set forth in Section E of Article XIV. Notwithstanding anything contained in this Section G and in recognition of the fact that the governing documents of the Condominium Community prior to 1977 permitted children under the age of eighteen (18) years of age to reside on the Condominium Property, the persons under such age who were identified on the list posted on a notice board at the Condominium Property and recorded among the minutes of the Association shall be permitted to occupy the Units indicated on such list; provided that (i) no other person below such age shall be entitled to occupy such Units or any others and (ii) all persons including those referred to in this sentence shall be required to comply with the restrictions on entry into any building of the Recreation Property by persons under eighteen (18) years of age.

- H. Damage: Each Unit Owner shall be responsible for any damage done by such Unit Owner or by a resident or guest or his Unit to any of the Condominium Property and shall be liable for any costs and expenses arising therefrom which shall be charged against the Unit Owner and shall be collectible by the Association as an additional Assessment against his Unit.

- I. Laundry: No Unit Owner shall place any permanent and/or portable washing or drying machines within any Unit without the prior written approval of the Board of Directors. No Unit Owner shall permit laundry or dry cleaning of any kind or nature to be displayed within the Common Elements.
 - J. Trash: No Unit Owner shall allow any rubbish, refuse, garbage or trash to accumulate in places other than the receptacles provided therefor.
 - K. Developer: Until the Developer has completed and sold all Condominium Parcels in the Condominium Community neither the Unit Owners nor the Association nor their use of the Condominium Property shall interfere with the completion and sale by the Developer of such Condominium Parcels. The Developer may make such use of the unsold Units and Common Elements and Limited Common Elements as shall facilitate such completion and sale, including but not limited to the maintenance of sales and other offices, and display of models and signs.
- L. ADDED 6968/2325
 M. ADDED 17856/197
 N. ADDED 17856/197

ARTICLE XXI

LEGAL FEES

If any proceeding arises because of an alleged failure of a Unit Owner to comply with the terms of the Declaration or the Uniform Rules and Regulations, the prevailing party shall be entitled to recover the costs of the proceeding (on both the trial and appellate level) and such reasonable attorneys' fees as may be awarded by the court; provided, however, that no attorneys' fees shall be recovered against the Association in any such action.

ARTICLE XXII

CONDEMNATION

Proceeds of condemnation shall be applied in the following manner:

- A. Total Condemnation: In the event of total condemnation of the Condominium Community all proceeds shall be deposited with the Insurance Trustee and disbursed to Unit Owners and their respective mortgagees in accordance with Article IX, Section E(2)(b), in the same manner as though there had been total destruction of the Condominium Property and a decision had been made not to restore or repair the Units.
- B. Partial Condemnation: In the event of partial condemnation the proceeds of such condemnation shall be turned over to the Insurance Trustee and the disbursement and other procedures set forth in Article IX, Section E or F (depending on the extent of the partial condemnation) shall be followed; provided that if there has been less than Very Substantial Damage as a result of such condemnation, any condemned Units shall be rebuilt to the extent practicable on portions of the Common Elements or if such rebuilding is not practicable (as shall be determined by a Majority Vote of the Association) the portions of the condemnation proceeds payable to the Condominium Community in respect of any Units not to be rebuilt shall be disbursed to such Unit Owners and their respective mortgagees, if any, in proportion to the Unit Owner's respective shares of the Common Elements; disbursements to such

Unit Owners and their respective mortgagees, being paid jointly to each Unit Owner and his respective mortgagees, provided that said disbursement shall be made solely to a First Mortgagee when requested by such First Mortgagee whose mortgage provides that it has the right to require application of condemnation proceeds to the payment or reduction of its mortgage debt (this is a covenant for the benefit of any First Mortgagee of a Unit and may be enforced by said mortgagee).

C. Adjustment to Remaining Units' Percentage Ownership in Common Elements After Condemnation: If any Units are lost to the Condominium Community by partial condemnation and the Condominium is not to be terminated but such Units cannot be repaired or restored, then the existing Exhibit 7 shall be amended after similar computations to those set forth in Article X, Section D(2), except that the Units lost shall be treated as a phase having negative square footage.

ARTICLE XXIII

AMENDMENT

This Declaration may be amended as follows:

A. By the Developer: The Developer expressly reserves the right to, and may amend this Declaration without the approval of any Unit Owner or any other person (except as otherwise specifically required in (3) or (4) below) if such amendment is with respect to:

- (1) A correction of any legal description which may be incorrect by reason of a scrivener's or surveyor's error;
- (2) Any amendment permitted to be made by the Developer under Article X (Section I), Article XVI (Section B(4)).
- (3) Any amendment in connection with the dedication of roads under Article XII, except that no such dedication may be effected until after approval thereof by a Majority Vote of the Association.
- (4) Any amendment in Article XX(G), except that no such amendment shall be effective as to the Present Units until after approval thereof by a two thirds (2/3) Vote of the Association.

B. By a Majority of the Board of Directors or a Majority Vote of the Association: The Declaration may be amended by either a majority of the Board of Directors or a Majority Vote of the Association, without the approval of any other Unit Owners or any other person

- (1) To correct an error referred to in Section A(1) above;
- (2) In connection with the dedication of roads by the Association under Article XXII at such time as the Developer has assigned its rights to effect such dedication to the Association;
- (3) To correct a scrivener's error through which a Unit has not been designated as owning an appropriate undivided share of the Common Elements (and as a result does not bear an appropriate share of the Common Expenses or is not entitled to the appropriate share of Common Surplus) or if the sum total of the shares of Common Elements which have been distributed equals more or less than one hundred (100%) percent.

C. By a Two-thirds (2/3) Vote of the Association: This Declaration may be amended by a Two-thirds (2/3) Vote of the Association provided that:

- (1) Notice: If such an amendment is to be made at a meeting of the Association the notice of such meeting shall expressly state that an amendment to this Declaration shall be considered at such meeting.

- (2) Institutional Mortgagee: If such amendment would impair the lien of or prejudice the rights or priorities of any Institutional Mortgagee, such amendment will be ineffective as to such Institutional Mortgagee unless such Institutional Mortgagee shall have given its prior written consent thereto except that (a) amendments to Article IX may be made with the prior written consent of ninety-(90%) percent, by original principal amount, of all the Institutional Mortgagees holding mortgages on the Units and (b) the amendments set forth in Sections A and B(1) and (2) above may be made without the consent of any Institutional Mortgagee, unless specifically required in a particular circumstance of an amendment under Article XVI (Section B(4)).
- (3) Alteration of Ownership or Apportionment: If such amendment would alter the percentage ownership of the Common Elements or the basis of apportioning Common Expenses and Common Surplus or the voting rights of members of the Association, it shall require the unanimous vote of all Unit Owners affected thereby and the written consent of their Institutional Mortgagees except that amendments permitted by Sections A and B above may be made without such vote or consent.
- (4) Termination: This Declaration and the Condominium Community may only be terminated:
- (a) Unanimous Vote: At any time by a unanimous vote of all members of the Association.
- (b) After Very Substantial Damage: After Very Substantial Damage, as provided in Article IX, Section G(2).
- (c) Option on Seventy-Five (75%) Percent Vote of the Association: After a Seventy-five (75%) Percent Vote of the Association (but not by a unanimous vote) has approved termination, the Association and the approving members shall have the option to purchase the Condominium Parcels of all of the disapproving members within one hundred and twenty (120) days on the following conditions and thereafter effect the termination:
- (i) Within thirty (30) days after such vote the Association shall give written notice to all members of the intention of the Association and/or the approving members to exercise this option.
- (ii) Within fifteen (15) days after the notice provided in paragraph (i) above any theretofore disapproving member may give written notice of a change in his vote to an approval. At the end of such fifteen (15) day period, the option to purchase shall become irrevocable as to the Condominium Parcel of any member who did not vote approval initially or change his vote to an affirmative vote within such period.

(111) prior to the expiration of the one hundred and twenty (120) day option period the approving members of the Association shall meet and determine among themselves which Condominium Parcels shall be purchased by the Association and/or by one or more of such members and each of the designated purchasers shall, prior to the expiration of such option period give written notice to the Unit Owner of the respective Condominium Parcel which he is to purchase, each such notice being deemed a separate purchase agreement to purchase the particular Condominium Parcel for the fair market cash value thereof (to be determined as in Article XIV, Section E) within thirty (30) days of the date of determination of such value; each such purchase agreement shall be deemed separate and distinct and the failure to close any one or more shall not affect any other, provided that any designated purchaser who shall unjustifiably fail to close after giving written notice to a Unit Owner of his intention to purchase at such value shall pay to such Unit Owner as liquidated damages five (5%) percent of such value (any defects in title shall be a justifiable reason for failing to close).

D. Effectiveness of Amendments: An amendment shall be effective as follows:

- (1) By Developer: An amendment made pursuant to Section A shall require execution and acknowledgement by the Developer only, and shall be effective when properly recorded in the public records of the county where the Condominium Property is located; provided however that any amendment pursuant to Section A (3) or (4) shall have attached thereto a certificate of the Association certifying that the vote required therein has been obtained.
- (2) Other Amendments: All other amendments to this Declaration or an instrument removing the Condominium Property from the Condominium Act shall be evidenced by a certificate of the Association which shall include the recording data of this Declaration, shall state that the amendment is approved as provided herein (citing specifically the provision under which the amendment is to become effective), shall be executed by the Association in the form required for the execution of a deed and shall be effective when recorded in the public records of the county where the Condominium Property is located; provided that (a) while the individual Unit Owners need not execute such amendment or instrument, if the consent of any Institutional Mortgagee or the Developer is required for such action such Institutional Mortgagee or the Developer shall be required to join in or execute such amendment or instrument and (b) for an amendment made pursuant to Section B(3) to be effective such amendment must also be executed by the Unit Owners whose shares in the Common Elements are being changed and any mortgagees on such Condominium Parcels, but no other Unit Owner or mortgagee shall be required to join in or execute the amendment.

ARTICLE XXIVCOVENANTS RUN WITH THE LAND

All provisions of this Declaration shall be construed to be covenants perpetually running with the land or equitable servitudes upon the land and shall be binding upon all Unit Owners, their mortgagees, grantees, devisees, heirs, executors, administrators, personal representatives, successors and assigns and any other claimant of the land or any part thereof or interest therein, shall be bound by all of the provisions of this Declaration.

ARTICLE XXVADDITIONAL RIGHTS OF INSTITUTIONAL MORTGAGEES

In addition to the various other rights provided to Institutional Mortgagees in Articles IX, XIV, XVI (Section B (4)), XIX, XX (Section F), XXI, XXII (Section B) and XIII, an Institutional Mortgagee shall, upon written request to the Association, be entitled to the following:

- A. Annual Report. One copy of the most recent annual financial statement of the Association and a copy of each subsequent annual financial statement at the same time such report is mailed to members of the Association.
- B. Notice of Meetings. Notice of the call of any meeting of the Association at the same time notice is mailed to members of the Association.
- C. Notice of Default. Written notice of any default in the payment of Assessments by any Unit Owner whose Unit is encumbered by a mortgage held by such Institutional Mortgagee.

ARTICLE XXVINO WAIVER

The failure of the Developer, the Association, or any Unit Owner to enforce any covenant, restriction, or other provisions of the Condominium Act, this Declaration, the By-Laws, or the Uniform Rules and Regulations shall not constitute a waiver of the right to do so thereafter.

ARTICLE XXVII

HEADINGS OF NO EFFECT

The headings used in this Declaration are for convenience of reference only and they shall in no way be construed to be part of this Declaration or interpreted with it.

ARTICLE XXVIII

SEVERABILITY

If any provision of this Declaration, or of the Condominium Act, or any application thereof in any circumstances is held invalid, the validity of the remainder of this Declaration and of the application of any such provision in other circumstances shall not be affected thereby and the Declaration shall be construed to create a Condominium in accordance with all governing laws. In the event any court should hereafter determine that any provision herein violates the rule against perpetuities or any other rules 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 XXIX

NOTICES

All notices required to be given to any party hereunder shall be deemed given (i) when mailed if properly addressed and sent certified mail postage prepaid and deposited in a sealed wrapper in any post office box or post office maintained by the United States or (ii) when received if delivered in any other manner. Notices shall be addressed as follows:

- A. The Association: Any notice required to be given to the Association shall be addressed to the Association at the Condominium Community.
- B. The Developer: Any notice required to be given to the Developer shall be addressed to 1311 Northwest Shore Boulevard, Tampa, Florida 33607 with a duplicate copy thereof addressed to the Developer at the Condominium Community.
- C. Unit Owner, Lessee or other Occupant: Any notice required to be given to a Unit Owner, Lessee or other occupant of a Unit shall be addressed to him at the Unit.
- D. Any Mortgagee: Any notice required to be given to any Mortgagee shall be addressed to the Mortgagee at the address set forth in the recorded mortgage.
- E. Other Resident: Any notice required to be given to any Other Resident shall be addressed to such Other Resident at the address of such Other Resident maintained in the records of the Association or if none is so maintained by sending it care of the Association.

F. Any Proposed Transferee of a Unit: Notice shall be given to any proposed transferee of a Unit at the address specified in any document which has been given to the Association and if no such purchase agreement has been so deposited with the Association, the Association may address any notice to such proposed transferee care of the Unit which such person proposes to have transferred to him.

Any address specified herein for the receipt of a notice may be changed by the intended recipient giving all other parties notice of such changed address at the addresses and in the manner set forth above.

ARTICLE XXX

MISCELLANEOUS

This Declaration shall be construed in accordance with the laws of the State of Florida. If any determinations are required to be made, or actions taken by the Association hereunder, they shall be made or taken by its Board of Directors or its officers unless a vote of the members of the Association is specified. If approval of the Board of Directors is required, it shall be evidenced by a certificate of the Secretary of the Association stating that such matter was approved by at least a majority of the Board of Directors. If a certificate of the Association or the Board of Directors is required, unless otherwise specified, it shall be signed by the Secretary of the Association or if the Secretary is unavailable by the Assistant Secretary. Any computation or certificate required by the Treasurer of the Association shall be made or executed by the Assistant Treasurer if the Treasurer is unavailable. Whenever the context so requires, the use of any gender shall be deemed to include all other genders and the use of the singular shall include the plural and the use of the plural shall include the singular.

IN WITNESS WHEREOF the undersigned have executed this Declaration of Condominium as amended and restated as of the 26th day of January, 1977.

Witness

James M. [Signature]

Margery G. [Signature]

Witness

J.M. [Signature]

Judith H. [Signature]

Long Bayou, Inc.
By *[Signature]* (SEAL)
Alan Antakol, President
Attest *[Signature]*
Robert E. Gallagher, Jr., Secretary

Long Bayou Condominium Association, Inc. (SEAL)
By *[Signature]*
Stephen H. Bronstein, President
Attest *[Signature]*
Rachel T. Shroy, Secretary

STATE OF FLORIDA
COUNTY OF Hillsborough

The foregoing instrument was acknowledged before me this 15th day of March, 1977 by Stephen H. Bronstein, President of Long Bayou Condominium Association, Inc., a Florida non-profit corporation, on behalf of the corporation.

Judith H. [Signature]
Notary Public

Notary Public, State of Florida at Large
My Commission Expires Jan. 2, 1981

STATE OF FLORIDA
COUNTY OF Duval

The foregoing instrument was acknowledged before me this 14th day of March, 1977 by Alan Antakol, President of Long Bayou, Inc., a Florida corporation, on behalf of the corporation.

Margery G. [Signature]
Notary Public

NOTARY PUBLIC, STATE OF FLORIDA at CAROL
MY COMMISSION EXPIRES JUL. 21, 1977
MEMBER THE NATIONAL NOTARY ASSOCIATION

A parcel of land lying in Government Lot 2 in the Northwest $\frac{1}{4}$ of Section 35, Township 30 South, Range 15 East, Pinellas County, Florida, and being more particularly described as follows:

Commencing at the West $\frac{1}{4}$ corner of said Section 35 and run along the West line of said Government Lot 2 N $01^{\circ}26'40''$ W, a distance of 60.00 feet to the Northerly right of way line of 62nd Avenue North the POINT OF BEGINNING (P.O.B. #1); thence continue N $01^{\circ}26'40''$ W, along said West line a distance of 42.59 feet to point of reference "A"; thence continue N $01^{\circ}26'40''$ W, a distance of 166.60 feet to a point of reference "B"; thence continue N $01^{\circ}26'40''$ W, a distance of 257.67 feet to point of reference "C"; thence continue N $01^{\circ}26'40''$ W, a distance of 245.67 feet to point of reference "D"; thence continue N $01^{\circ}26'40''$ W, a distance of 251.67 feet; thence run N $88^{\circ}33'20''$ E, a distance of 342.67 feet; thence run S $01^{\circ}26'40''$ E, a distance of 755.01 feet; thence run S $88^{\circ}58'28''$ E, a distance of 73.07 feet; thence run S $89^{\circ}05'54''$ E, a distance of 124.41 feet; thence run N $89^{\circ}19'32''$ E, a distance of 338.37 feet; thence by a curve to the right having a radius of 2601.49 feet, a chord bearing N $89^{\circ}24'52''$ E, 8.08 feet, run an arc distance of 8.08 feet; thence run S $01^{\circ}01'32''$ W, a distance of 294.24 feet to a point on the South line of said Government Lot 2; thence run along said South line N $88^{\circ}58'28''$ W, a distance of 458.47 feet to the Point of Reference "E"; thence continue along said South line N $88^{\circ}58'28''$ W, a distance of 56.58 feet to a point on the Northerly right of way line of 62nd Avenue North; thence along said right of way line run N $00^{\circ}19'31''$ E, a distance of 17.00 feet; thence continue along said right of way N $82^{\circ}12'22''$ W, a distance of 364.40 feet to the POINT OF BEGINNING.

Said parcel containing 11.342 Acres M.O.L.

TOGETHER WITH

An ingress-egress easement for this condominium and recreation area and all future improvements over a portion of Government Lot 2 in the Northwest $\frac{1}{4}$ of Section 35, Township 30 South, Range 15 East, Pinellas County, Florida, being further described as follows:

Commencing at the West $\frac{1}{4}$ corner of said Section 35 and run N $01^{\circ}26'40''$ W, along the West line of said Government Lot 2 a distance of 1257.48 feet to the POINT OF BEGINNING (P.O.B. #4); thence run N $88^{\circ}33'20''$ E, a distance of 17.99 feet; thence by a curve to

the right having a radius of 641.37 feet, a chord bearing S 83° 02'05" E, a distance of 76.29 feet, run an arc distance of 76.36 feet; thence run S 07°09'43" W, a distance of 15.02 feet; thence run S 82°50'17" E, a distance of 40.00 feet; thence run N 07°09'43" E, a distance of 15.02 feet; thence by a non-tangent curve to the right having a radius of 641.37 feet, a chord bearing S 75° 44'52" E, a distance of 118.56 feet, run an arc distance of 118.73 feet; thence by a curve to the right having a radius of 147.80 feet, a chord bearing S 35°56'40" E, a distance of 167.43 feet, run an arc distance of 177.99 feet; thence run S 01°26'40" E, a distance of 807.71 feet; thence run S 88°58'28" E, a distance of 73.07 feet; thence run S 89°05'54" E, a distance of 124.41 feet; thence run N 89°19'32" E, a distance of 338.37 feet; thence by a curve to the right having a radius of 2601.49 feet, a chord bearing S 89°49'28" E, a distance of 77.18 feet, run an arc distance of 77.19 feet; thence run S 88°58'28" E, a distance of 531.38 feet; thence run N 01°01'32" E, a distance of 50.00 feet; thence run N 88°58'28" W, a distance of 531.38 feet; thence by a curve to the left having a radius of 2651.49 feet, a chord bearing N 89°49'28" W, a distance of 78.67 feet, run an arc distance of 78.67 feet; thence run S 89°19'32" W, a distance of 338.37 feet; thence by a curve to the right having a radius of 150.00 feet, a chord bearing N 46°03'34" W, a distance of 210.70 feet, run an arc distance of 233.60 feet; thence run N 01°26'40" W, a distance of 615.97 feet; thence by a curve to the left having a radius of 197.80 feet, a chord bearing N 35°56'40" W, a distance of 224.07 feet, run an arc distance of 238.21 feet; thence by a curve to the left having a radius of 691.37 feet, a chord bearing N 75°48'45" W, a distance of 129.36 feet, run an arc distance of 129.55 feet; thence run N 07°09'43" E, a distance of 15.62 feet; thence run N 82°50'17" W, a distance of 40.00 feet; thence run S 07°09'43" W, a distance of 15.62 feet; thence by a non-tangent curve to the left having a radius of 691.37 feet, a chord bearing N 87°58'12.5" W, a distance of 83.80 feet, run an arc distance of 83.85 feet; thence run S 88°33'20" W, a distance of 17.99 feet to the West line of said Government Lot 2; thence run S 01°26'40" E, along said West line a distance of 50.00 feet to the POINT OF BEGINNING.

SUBJECT TO COVENANTS AND RESTRICTIONS OF RECORD

Present Units

The present Units are defined as those at the Long Bayou Condominium having the following unit numbers:

BUILDING 1	BUILDING 2	BUILDING 3
<u>FIRST FLOOR</u>	<u>FIRST FLOOR</u>	<u>FIRST FLOOR</u>
1	1	1
2	2	2
3	3	3
4	4	4
5	5	5
6	6	6
7	7	7
8	8	8
9	9	9
10	10	10
11	11	11
12	12	12
<u>SECOND FLOOR</u>	<u>SECOND FLOOR</u>	<u>SECOND FLOOR</u>
14	14	14
15	15	15
16	16	16
17	17	17
18	18	18
19	19	19
20	20	20
21	21	21
22	22	22
23	23	23
24	24	24
25	25	25
26	26	26

BUILDING 4	BUILDING 5	BUILDING 6
<u>FIRST FLOOR</u>	<u>FIRST FLOOR</u>	<u>FIRST FLOOR</u>
1	1	1
2	2	2
3	3	3
4	4	4
5 (A) 4542/837	5	5
6	6	6
7	7	7
8	8	8
9	9	9
10	10	10
11	11	11
12	12	12
<u>SECOND FLOOR</u>	<u>SECOND FLOOR</u>	<u>SECOND FLOOR</u>
14	14	14
15	15	15
16	16	16
17	17	17
18	18	18
19	19	19
20	20	20
21	21	21
22	22	22
23	23	23
24	24	24
25	25	25
26	26	26

EXHIBIT 1B - Present Units
Page 3

BUILDING 7

FIRST FLOOR

1
2
3
4
5
6
7
8
9
10
11
12

SECOND FLOOR

14
15
16
17
18
19
20
21
22
23
24
25
26

BUILDING 8

FIRST FLOOR

1
2
3
4
5
6
7
8
9
10
11
12

SECOND FLOOR

14
15
16
17
18
19
20
21
22
23
24
25
26

EXHIBIT 1B - Present Units
Page 4

BUILDING 9

<u>FIRST FLOOR</u>	<u>SECOND FLOOR</u>	<u>THIRD FLOOR</u>	<u>FOURTH FLOOR</u>
101	201	301	401
102	202	302	402
103	203	303	403
104	204	304	404
105	205	305	405
106	206	306	406
107	207	307	407
108	208	308	408
109	209	309	409
110	210	310	410
111	211	311	411
112	212	312	412
114	214	314	414
115	215	315	415
116	216	316	416
117	217	317	417
118	218	318	418
119	219	319	419

PARCEL "A"

That portion of Government Lot 2, Section 35, Township 30 South, Range 15 East, located in Pinellas County, Florida, and being more particularly described as follows:

Commencing at the West & corner of Section 35, Township 30 South, Range 15 East, Pinellas County, Florida; run thence N 01°26'40" W, 60.00 feet along the West line of said Section 35 to a point lying on the Northerly right of way line of dedicated 62nd Avenue North, the POINT OF BEGINNING (P.O.B. #1); continue thence N 01°26'40" W, 1,436.23 feet along the West line of said Section 35; run thence S 39°39'42" E, 108.83 feet to a point lying on the mean high water line of Long Bayou, said point to be known as "X". Return to the POINT OF BEGINNING, from said POINT OF BEGINNING (P.O.B. #1); run thence S 82°12'22" E, 364.40 feet along the Northerly right of way line of 62nd Avenue North; run thence S 00°19'31" W, 17.00 feet along the Easterly right of way line of said 62nd Avenue North to a point lying on the East/West centerline of said Section 35; run thence S 88°58'28" E, 2,043.04 feet along the East/West centerline of said Section 35; run thence N 01°01'32" E, 10.35 feet to a point lying on the mean high water line of Long Bayou, said point to be known as Point "Y"; from said Point "Y", thence meander the mean high water line in the following directions: Northerly, Northeasterly, Westerly, Southwesterly, Northwesterly to previously stated Point "X".

Said parcel containing 69.02 Acres, More or Less.

Together with:

PARCEL "B"

All of those submerged lands in Long Bayou in Section 35, Township 30 South, Range 15 East, Pinellas County, Florida, lying Northerly and Easterly of the mean high water mark boundary, adjacent and bay-ward of Government Lot 2 of said Section 35, bounded on the North and East by the following described line:

... corner of Section 35, Township 30 South, Range 15 East, run N 01°26'40" W, along the West line of said Government Lot 2, a distance of 1,406.23 feet for a POINT OF BEGINNING, (P.O.B. #2); thence run N 89°39'42" E, a distance of 589.54 feet to a point on the Pinellas County Bulkhead Line on Long Bayou; thence run Easterly on said Bulkhead line along a curve to the left of 600.00 feet radius (Chord Bearing N 87°12'27" E, Chord Distance 691.18 feet) 736.57 feet; thence run Northeasterly along a curve to the right of 750.00 feet radius (Chord Bearing N 71°01'10" E, Chord Distance of 487.87 feet) 496.91 feet; thence run East 341.32 feet; thence run Southeasterly along a curve to the right of 500.00 feet radius (Chord Bearing S 55°09'11" E, Chord Distance of 571.39 feet) 608.19 feet; thence run S 20°18'22" E, a distance of 1278.22 feet; thence run S 06°06'02" W, continuing on said Bulkhead Line 220.10 feet to a point on an extension Easterly of the South line of said Government Lot 2; said point being S 88°58'28" E, a distance of 2,934.44 feet from the said West ½ corner of Section 35.

Said parcel containing 30.96 Acres M.O.L.

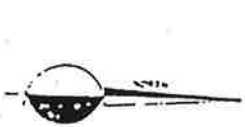
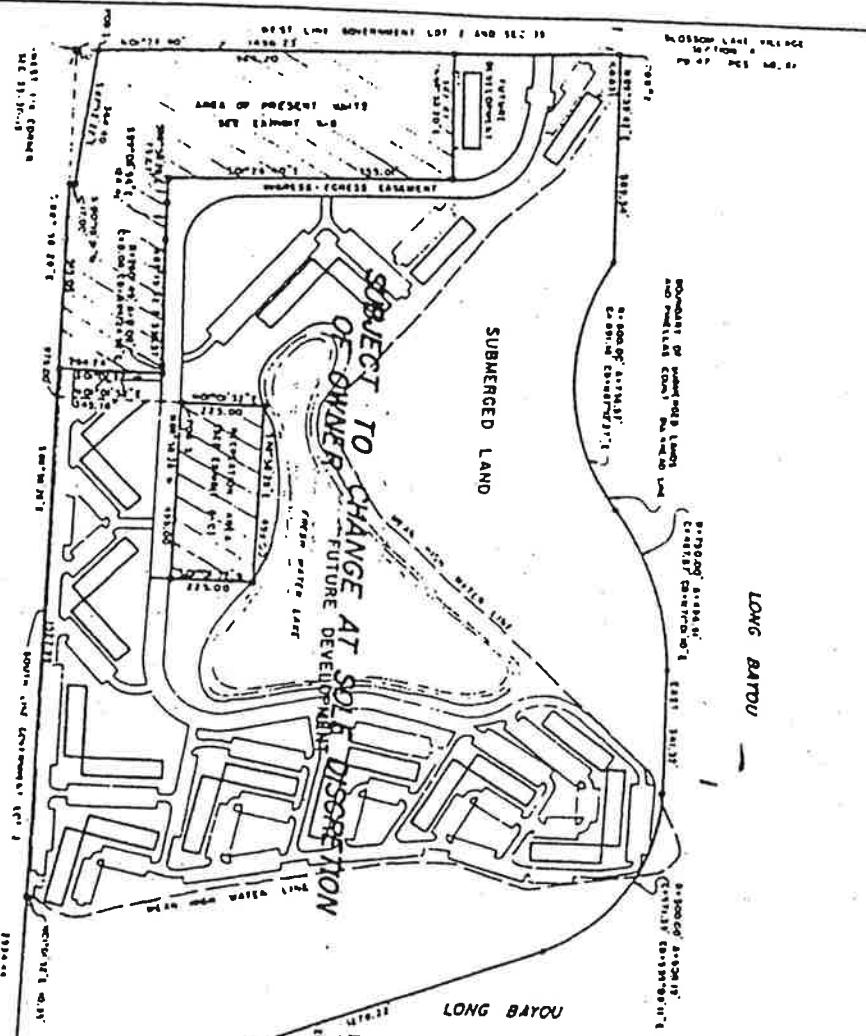
less and except the following described parcel (Recreational Area):

A parcel of land lying in Government Lot 2 in the Northwest ¼ of Section 35, Township 30 South, Range 15 East, Pinellas County, Florida, and being more particularly described as follows:

Commencing at the West ½ corner of Section 35, Township 30 South, Range 15 East, Pinellas County, Florida; run thence S 88°58'28" E, 976.00 feet along the East/West centerline of said Section 35; run thence N 01°01'32" E, 345.16 feet to the Southwest corner of said Recreational Complex, the POINT OF BEGINNING (P.O.B. #3); continue thence N 01°01'32" E, 225.00 feet to the Northwest corner of said Recreational Complex; run thence S 88°58'28" E, 499.00 feet to the Northeast corner of said Recreation Complex; run thence S 01°01'32" W, 225.00 feet to the Southeast corner of said Recreational Complex; run thence N 88°58'28" W, 499.00 feet to the POINT OF BEGINNING.

Said parcel containing 2.578 Acres, more or less.

LONG BAYOU
SECTION 35, TOWNSHIP 30 SOUTH, RANGE 15 EAST, PINELLAS COUNTY, FLORIDA
A CONDOMINIUM



Prepared by
West Coast Engineering Corp.
5000 So. U. S. 91, Palm Beach, Florida
Engineers—Land Planners—Surveyors
FILE 8321 B

SURVEY OF FUTURE DEVELOPMENT

EXHIBIT 2B

EXHIBIT 2C

For a plot plan of the Future Development Parcel see buildings and roads sketched on Exhibit 2B.

Note: This plan is subject to change at the sole discretion of the Developer.

LEGAL DESCRIPTION:

Recreation Area

A parcel of land lying in Government Lot 2 in the Northwest $\frac{1}{4}$ of Section 35, Township 30 South, Range 15 East, Pinellas County, Florida, and being more particularly described as follows:

Commencing at the West $\frac{1}{4}$ corner of Section 35, Township 30 South, Range 15 East, Pinellas County, Florida; run thence S $88^{\circ}58'28''$ E, 976.00 feet along the East/West centerline of said Section 35; run thence N $01^{\circ}01'32''$ E, 345.16 feet to the Southwest corner of said Recreational Complex, the POINT OF BEGINNING, P.O.B. #3; continue thence N $01^{\circ}01'32''$ E, 225.00 feet to the Northwest corner of said Recreational Complex; run thence S $88^{\circ}58'28''$ E, 499.00 feet to the Northeast corner of said Recreational Complex; run thence S $01^{\circ}01'32''$ W, 225.00 feet to the Southeast corner of said Recreational Complex; run thence N $88^{\circ}58'28''$ W, 499.00 feet to the POINT OF BEGINNING.

Said parcel containing 2.578 Acres, more or less.

SUBJECT TO COVENANTS AND RESTRICTIONS OF RECORD

RESTATED ARTICLES OF INCORPORATION
OF
LONG BAYOU CONDOMINIUM ASSOCIATION, INC.
(as amended and restated)

This instrument amends the Articles of Incorporation of LONG BAYOU CONDOMINIUM ASSOCIATION, INC. to, among other things, eliminate the classification of members, change resident agent and principal office and generally correspond the original articles with the amendments to the Declaration of Condominium of the condominium project now known as Long Bayou Condominium. Pursuant to resolutions approving these amended and restated articles of incorporation adopted, after due notice, by a unanimous vote of the Board of Directors and more than seventy-five (75%) percent of the members, all in accordance with Article XIII of the original Articles and such Articles are hereby amended and restated in their entirety as follows:

I.
NAME

The name of this corporation shall be: LONG BAYOU CONDOMINIUM ASSOCIATION, INC. (hereinafter referred to as the "Association").

II.
PURPOSE

The purpose for which this Association is organized is the operation and management of (a) the Condominium Community now known as LONG BAYOU CONDOMINIUM (formerly known as Paradise Shores - Long Bayou, Group Nos. 1 through 30 inclusive, Condominium), established in

accordance with the Florida Condominium Act (as the same may be amended from time to time, hereinafter referred to as the "Condominium Act"), upon the real property, situated, lying and being in Pinellas County, Florida and referred to as either the present Condominium Property or the Future Development Parcel in the Declaration of Condominium of the Long Bayou Condominium, as amended and restated through the date hereof (as the same may be amended from time to time, hereinafter referred to as the "Declaration of Condominium") and (b) such other condominiums which may be created in respect to portions of such Future Development Parcel and which in their declarations of condominium state that this Association shall operate and manage them, all in accordance with these Articles.

III POWERS

The powers of the Association shall include and be governed by the following provisions:

1. The Association shall have all of the common law and statutory powers of a corporation, not-for-profit which are not in conflict with the terms of these Articles, the Declaration of Condominium, the by-laws of this Association, as amended and restated through the date hereof (as the same may be amended from time to time, hereinafter referred to as the "By-Laws") and the Declaration of Condominium.

2. Without limiting the generality of the foregoing, the Association shall have all of the powers of condominium associations under the Condominium Act, and shall have all of the powers reasonably necessary to implement the purposes of the

Association, including, but not limited to, the following:

- A. To make, establish and enforce reasonable rules and regulations governing the use of Condominium Units, Common Elements, Limited Common Elements and other Condominium Property, as said terms are defined in the Declaration of Condominium.
- B. To make, levy and collect Assessments against Unit Owners and others to provide the funds to pay for Common Expenses of the Condominium Community, as such terms are defined in the Declaration of Condominium, and to use and expend the proceeds of Assessments in the exercise of the powers and duties of the Association.
- C. To maintain, repair, replace and operate the Condominium Property including without limitation, all portions of the Condominium Property which the Association has the right and power to maintain, repair, replace and operate in accordance with the Declaration of Condominium.
- D. To reconstruct improvements on the Condominium Property after casualty or other loss and to further improve the property.
- E. To enforce by legal means the provisions of the Declaration of Condominium, the By-Laws, any rules and regulations and all documents, rights or obligations referred to therein.
- F. To contract for the management of the Condominium Property and to delegate to such contractors all powers and duties of the Association to the extent permitted by the Declaration of Condominium.

G. To acquire leaseholds, memberships or other possessory or use interests in lands or facilities including, but not limited to country clubs, golf courses, marinas and other recreational facilities, whether or not contiguous to the lands of the Condominium Community intended to provide for the enjoyment, recreation or other use or benefit of the Unit Owners.

H. To acquire by purchase or otherwise Condominium Parcels pursuant to the provisions of, and as defined in the Declaration of Condominium.

I. To approve or disapprove the transfer, mortgage and ownership of Condominium Parcels as provided by the Declaration of Condominium.

J. To employ personnel to perform the services required for proper operation of the condominium.

IV
MEMBERS

The qualification of members, the manner of their admission to membership, the termination of such membership and voting by members shall be as follows:

1. Only record owners of all Condominium Parcels in the Long Bayou Condominium shall be members of the Association, and no other persons or entities shall be entitled to membership. Voting rights of members shall be established by the Declaration of Condominium and the By-Laws.

2. Membership shall be established by the acquisition of record ownership of fee title to a Condominium Parcel, whether by conveyance, devise, judicial decree, or otherwise.

subject to the provisions of the Declaration of Condominium and by the delivery to the Association of a true copy of the deed or other instrument transferring title. The new owner designated in such deed or other instrument shall thereupon become a member of the Association and the membership of the prior owner as to the parcel designated shall be terminated.

3. The share of a member in the funds and assets of the Association, and membership in this Association cannot be assigned, hypothecated or transferred in any manner except as an appurtenance to his Condominium Parcel.

4. If the Association shall administer more than one condominium community record title holders in each such condominium community shall become members of this Association and have voting rights as herein provided, except that capital expenditures for, amendment or termination of, or other matters clearly concerning, only one condominium community shall be voted on, assessed against and affect only the members of such condominium community.

V.
TERM

The term for which this Association is to exist shall be perpetual.

VI.
SUBSCRIBERS

The names and addresses of the subscribers of the original Articles were as follows: Julius Green, Stanley Freifeld, and J. Roger Schaffer, all with an address at 1854 61st Avenue, North, St. Petersburg, Florida; none of such persons are any longer associated with the Association.

VII.
BOARD OF DIRECTORS

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The affairs of the Association will be managed by a Board of Directors consisting of the number of directors determined by the By-Laws, but not less than three (3) and in absence of such determination shall consist of three (3) directors.

Directors of the Association shall be elected at the annual meeting of the members in the manner determined by the By-Laws; provided that the "Developer" (as defined in the Declaration of Condominium) reserves the right to appoint all of the Directors of the Association until the earlier of (a) the date the Developer voluntarily elects by written notice to all members to terminate its control of the Association or (b) January 2, 1984. Notwithstanding the foregoing (i) Unit Owners other than the Developer shall be entitled to elect not less than one third (1/3) of the members of the Board of Directors of the Association when Unit Owners other than the Developer own fifteen percent (15%) or more of the Condominium Parcels that will be operated ultimately by the Association, and (ii) Unit Owners other than the Developer shall be entitled to elect not less than a majority of the members of the Board of Directors of the Association upon the earliest of (a) three (3) years after sales by the Developer have been closed on fifty percent (50%) of the Condominium Parcels that will be operated ultimately by the Association, or (b) three (3) months after after sales have been closed by the Developer on ninety percent (90%) of the Condominium Parcels that will be operated ultimately by the Association, or (c) when all of the Condominium Parcels that will be operated ultimately by the Association have been completed and some of them have been sold

and none of the others are being offered for sale by the Developer in the ordinary course of business or (d) when some of the Condominium Parcels have been conveyed to purchasers and none of the others are being constructed or offered for sale by the Developer in the ordinary course of business. The Developer shall be entitled to appoint not less than one (1) member of the Board of Directors of the Association as long the Developer holds for sale in the ordinary course of business any Condominium Parcels in the Condominium Community.

The subscribers set forth above were originally appointed to serve as the Directors of the Association until the first election of directors; none of such persons are now associated with the Association. The following members of the Board of Directors have been appointed by the Developer to serve until the first election of Directors and until their successors are elected and qualified, unless they are earlier removed by the Developer:

<u>NAME</u>	<u>ADDRESS</u>
Stephen H. Bronstein	1411 North West Shore Boulevard Tampa, Florida 33607
Kenneth F. Brooke	1411 North West Shore Boulevard Tampa, Florida 33607
Rachel T. Shroy	1411 North West Shore Boulevard Tampa, Florida 33607

VIII.
OFFICERS

The affairs of the Association shall be managed, subject to the directions of the Board of Directors, by the President of the Association, assisted by the Vice President, Secretary, Treasurer and any other officers who may be appointed as provided herein.

The Board of Directors, or President, with the approval of the Board of Directors, may employ a managing agent and/or such other managerial and supervisory personnel or entities to administer or assist in the administration of the operation or management of the Association and any such person or entity may be so employed without regard to whether such person or entity is a member or a director or officer of the Association.

The Board of Directors shall elect the President, Secretary and Treasurer, and as many Vice Presidents, Assistant Vice Presidents, Assistant Secretaries, Assistant Treasurers and other officers as the Board of Directors shall, from time to time determine. The President shall be elected from among the membership of the Board of Directors, but no other officer need be a director. The same person may not hold the office of President or Vice President and Secretary or Assistant Secretary.

The names and addresses of the first officers serving until the designation of their successors by the Board of Directors were: President, Julius Green; Vice President, J. Roger Schaffer and Secretary/Treasurer, Stanley Freifeld; none of such persons are now associated with the Association. The following persons are the present officers of the Association:

Stephen H. Bronstein	President
Kenneth F. Brooke	Vice President
Rachel T. Shroy	Secretary/Treasurer

IX.

RESIDENT AGENT

The name and address of the Resident Agent of the Association is: Arthur B. Malman of the firm of Brown, Malman and Salmon, 1400 First Federal Building, Miami, Florida 33131.

INDEMNIFICATION

Every director and every officer of the Association shall be indemnified by the Association against any expenses and liabilities including counsel fees reasonably incurred by or imposed upon him in connection with any proceeding to which he may be a party, or in which he may become involved, by reason of his being or having been a director or officer of the Association, or any settlement thereof, whether or not he is a director or officer at the time such expenses are incurred, except in such cases wherein the director or officer is adjudged guilty of wilful misfeasance or malfeasance in the performance of his duties; provided that in the event of a settlement, the indemnification shall be in addition to and not exclusive of all other rights to which such director or officer may be entitled.

XI.
ADDRESS

The principal office of the Association shall be located at 1411 North West Shore Boulevard, Tampa, Florida 33607, but the Association may maintain offices and transact business in such other places within or without the State of Florida as may from time to time be designated by the Board of Directors.

XII.
BY-LAWS

The By-Laws of the Association shall be adopted by the Board of Directors and may be altered, amended or rescinded in the manner provided for therein.

XIII.
AMENDMENTS

The amendments to the Articles of Incorporation shall be proposed and adopted in the following manner:

1. Notice of the subject matter of the proposed amendment shall be included in the notice of any meeting at which such proposed amendment is considered.

2. A resolution approving a proposed amendment may be proposed by either the Board of Directors or by the membership of the Association, and after being proposed and approved by one of said bodies, it must be submitted for approval and thereupon receive such approval, by the other. Such approvals must be by seventy-five (75%) percent of the members of the Association present and voting at such meeting and by two-thirds (2/3) of the members of the Board of Directors.

3. No amendment may be made to the Articles of Incorporation which shall in any manner reduce, amend, affect or modify the provisions and obligations set forth in the Declaration of Condominium.

XIV.
REACTIVATION

In the event this Association shall become dormant, inactive and fail to perform its duties in accordance with the Declaration of Condominium, the Developer after thirty (30) days written notice to the last known address of the members may temporarily appoint provisional directors for the sole purpose of calling a special meeting of members for the election of new directors and reactivating the Association.

BY-LAWS

D.K. 4522 PAGE 1530

OF

LONG BAYOU CONDOMINIUM ASSOCIATION, INC.

These By-laws amend and restate in their entirety the By-laws of LONG BAYOU CONDOMINIUM ASSOCIATION, INC. (formerly known as Paradise Shores-Long Bayou, Inc.). All terms used herein shall have the same meanings as attributed to them in the Declaration of Condominium of the LONG BAYOU CONDOMINIUM, as originally recorded in Pinellas County, Florida Official Records Book 4065 at page 242 and as it has been amended and restated (the "Declaration"). Any amendment of the definitions contained in such Declaration shall without further amendment to these By-laws automatically change the definition of the same term used herein.

In addition to the definitions contained in the Declaration the following terms used in these By-laws shall be defined as follows:

"Articles" shall mean the articles of incorporation of the LONG BAYOU CONDOMINIUM ASSOCIATION, INC. as the same have been amended, consolidated and restated and as they may be further amended from time to time.

"Member" shall mean a member of the Association.

ARTICLE I

MEMBERS

Section 1. Annual Meeting. The annual meeting of the Members of LONG BAYOU CONDOMINIUM ASSOCIATION, INC. (the "Association") shall be held either in the main building in the Recreation Area Property or at such other place within Pinellas County, Florida, as the Board of Directors may designate in the notice of meeting or in a waiver

(A) 7945/1930

EXHIBIT 5

thereof, on the last Tuesday in January of each year beginning with the year 1978 (or if such day be a legal holiday, then on the next succeeding day not a holiday), for the purpose of electing directors and for the transaction of such other business as may properly be brought before the meeting; provided that the Developer reserves the right to appoint all of the Directors of the Association until the earlier of (a) the date the Developer voluntarily elects by written notice to all Members to terminate its control of the Association or (b) January 2, 1984. Notwithstanding the foregoing, (i) the Unit Owners other than the Developer shall be entitled to elect not less than one third (1/3) of the members of the Board of Directors of the Association when Unit Owners other than the Developer own fifteen percent (15%) or more of the Condominium Parcels that will be operated ultimately by the Association, and (ii) Unit Owners other than the Developer shall be entitled to elect not less than a majority of the members of the Board of Directors of the Association upon the earliest of (A) three (3) years after sales by the Developer have been closed on fifty percent (50%) of the Condominium Parcels that will be operated ultimately by the Association, or (B) three (3) months after sales have been closed by the Developer on ninety percent (90%) of the Condominium Parcels that will be operated ultimately by the Association, or (C) when all of the Condominium Parcels that will be operated ultimately by the Association have been completed and some of them have been sold and none of the others are being offered for sale by the Developer in the ordinary course of business or (D) when some of the Condominium Parcels have been conveyed to purchasers and none of the others are being constructed or offered for sale by the Developer in the ordinary course of business. The Developer shall be entitled to appoint not less than one (1) member of the Board of Directors of the Association as long as the Developer holds for sale in the ordinary course of business any Condominium Parcels in the Condominium. The Directors of the Association, appointed by the Developer and named herein, shall serve, and in the event of vacancies among the members of the Board of Directors to be appointed by the Developer, the remaining Directors appointed by the Developer shall fill such vacancies by appointment and if there are no such remaining Directors the vacancies shall be filled by appointment by the Developer. Any Director appointed by the Developer may be removed by the Developer at any time without cause.

Section 2. Special Meetings. Special Meetings of the Members may be called by the Board of Directors or by the President, and shall be called by the President or by the Secretary upon the written request of at least twenty-five percent (25%) of the Members at such times and at such place within Pinellas County, Florida, as may be stated in the notice of meeting or in a waiver thereof.

Section 3. Notice of Meetings. Notice of the time, place and purpose of every meeting of Members shall be delivered personally or mailed not less than fourteen (14) days nor more than fifty (50) days previous thereto to each Member entitled to vote, at his post office address appearing upon the records of the Association or at such other address as shall be furnished in writing by him to the Association for such purpose; notice of the annual meeting shall be sent by certified mail. Notice of each meeting shall also be posted on an announcement board on the Condominium Property at least fourteen (14) days prior to the meeting. Such further notice shall be given as may be required by law or by these By-laws. Any meeting may be held without notice if all Members entitled to vote are present in person or by proxy, or if notice is waived in writing, either before or after the meeting, by those not present. Notice of meetings shall only be given to those Institutional Mortgagees who request such notice as provided in Section 3 of Article V.

Section 4. Quorum. A majority of all Members, present in person or by proxy, shall, except as otherwise specifically required, constitute a quorum at all meetings of the Members; if there be no such quorum, a majority of such Members so present or represented may adjourn the meeting from time to time, without further notice other than the announcement at the meeting, until a quorum shall have been obtained. Unless otherwise specifically required, the act of a majority of the Members present and voting at a meeting shall constitute action by Members of the Association.

Section 5. Organization of Meetings. Meetings of the Members shall be presided over by the Chairman of the Board, if there be one, or if he is not present by the President, or if he is not present, by a chairman to be chosen at the meeting. The Secretary, or in his absence an Assistant Secretary, shall act as Secretary of the meeting, if present.

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(A) 17529/290

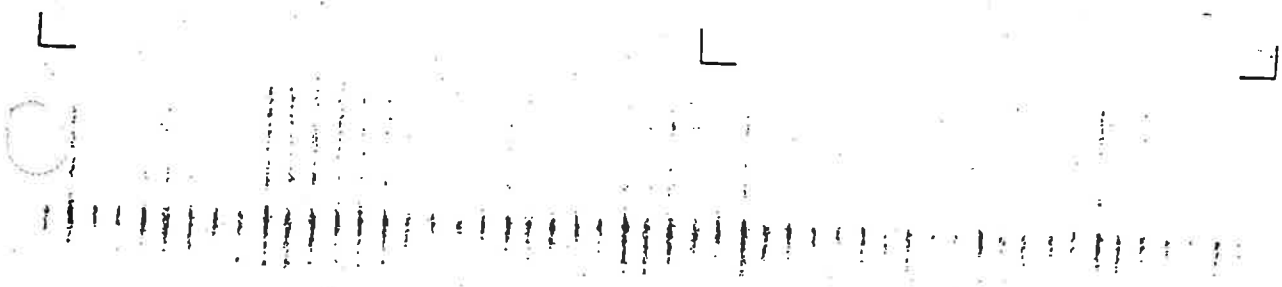
Section 6. Voting. At each meeting of Members, every Member entitled to vote shall be entitled to one vote in person or by proxy for each Unit standing in his name on the records of the Association, except as provided in Article VIII of the Declaration. Elections of Directors shall be determined by a plurality of the votes cast and, except as otherwise provided by law, the Declaration, or these By-laws, all other action shall be determined by a majority of the votes cast.

Any Member entitled to cast a vote shall be permitted to vote in person or by proxy. Each proxy to vote shall be in writing and signed by the Member or by his duly authorized attorney and delivered to the Secretary. A proxy shall be revocable as to any subsequent vote at any time by a writing executed by the person who gave the proxy and delivered to the Secretary. No one person may hold the proxies of more than ten (10) Members at any one meeting.

At all elections of Directors, the voting shall be by ballot or in such other manner as may be determined by the Members present in person or by proxy entitled to vote at such election. With respect to any other matter presented to the Members for their consideration at a meeting, any Member entitled to vote may, on any question, demand a vote by ballot.

A complete list of the members entitled to vote at each meeting, with the address of each, and the number of Units recorded in the name of each Member, shall be prepared by the Secretary and shall be open to the examination of any Member, during ordinary business hours, for a period of at least fifteen (15) days prior to the meeting, either at the office of the Association or at the place where the meeting is to be held, which place shall be specified in the notice of the meeting. The list or a true copy thereof shall also be produced and kept at the time and place of the meeting during the whole time thereof, and may be inspected by any Member who is present.

Section 7. Inspectors of Election. The Board of Directors in advance of any meeting of Members may appoint one or more Inspectors of Election to act at the meeting or any adjournment thereof.



If Inspectors of Election are not so appointed, the chairman of the meeting may, and on the request of any Member entitled to vote, shall appoint one or more Inspectors of Election. Each Inspector of Election, before entering upon the discharge of his duties, shall take and sign an oath faithfully to execute the duties of Inspector of Election at such meeting with strict impartiality and according to the best of his ability. If appointed, Inspectors of Election shall take charge of the polls and, when the vote is completed, shall execute a certificate of the result of the vote taken and of such other facts as may be required by law or the Declaration.

Section 8. Action by Consent. Any action required or permitted to be taken at any meeting of Members may be taken without a meeting, if, prior to such action, a written consent or consents thereto, setting forth such action, is signed by the Members whose votes would equal the number necessary to effect such action if all Members entitled to vote thereon were present and voting at a meeting of the Association.

ARTICLE II

DIRECTORS

Section 1. Number, Quorum, Term, Vacancies, Removal.
The Board of Directors of the Association shall initially consist of three members and shall thereafter be three, five or seven persons. The number of Directors may be changed from time to time by a resolution adopted by a majority of the whole Board. The names of the Directors appointed by the Developer as of the date hereof shall be 1. Stephen Bronstein, 2. Kenneth Brooke and 3. Rachel Shroy, who shall hold office until the first meeting at which Members of the Association shall be entitled to vote for Directors of the Association. The resignation of a Director shall be effective at the time of its receipt unless a different time is fixed therein; the acceptance of a resignation shall not be required to make it effective.

A majority of the members of the Board of Directors then holding office (but not less than one-third of the total number of Directors nor less than two Directors) shall constitute a quorum for the transaction of business, but if at any meeting of the Board there shall be less than a quorum present, a majority of those present may adjourn the meeting from time to time, without further notice other than the announcement at the meeting, until a quorum shall have been obtained. Unless otherwise specifically required, the act of a majority of the Directors present at a meeting at which there is a quorum shall constitute action by the Board of Directors.

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(A) 6201/154
(A) 7945/1930

The following provisions of this Section 1 shall be applicable only to Directors elected by the Members of the Association and not applicable to those Directors appointed by the Developer: Directors shall hold office until the next annual election and until their successors shall have been elected and shall have qualified, unless sooner removed. Whenever any vacancy shall have occurred in the Board of Directors by reason of death, resignation or otherwise, other than removal of a Director without cause by a vote of the Members, it shall be filled by a majority of the remaining Directors, though less than a quorum (except as otherwise provided by law), or by the Members, and the person so chosen shall hold office until the next annual election and until his successor is duly elected and has qualified. Any one or more of the Directors of the Association may be removed either with or without cause at any time by a Majority Vote of the Association and thereupon the term of the Director who shall have been so removed shall forthwith terminate and there shall be a vacancy in the Board of Directors, to be filled by a vote of the Members as provided in these By-laws; a special meeting of Members to remove a Director may be called as provided in these By-laws or shall be called by the Secretary upon the written request of at least ten (10%) percent of the Members and in either event shall state the purpose of the meeting. No person shall be elected as a Director who is not either a Member of the Association or the spouse of a Member and if such membership shall terminate for any reason, the Director shall be deemed to have automatically resigned as of the date of such termination.

Section 2. Meetings, Notice. Meetings of the Board of Directors shall be held at such place either within or without Pinellas County, Florida, as may from time to time be fixed by resolution of the Board, or as may be specified in the notice of meeting or in a waiver thereof. Regular meetings of the Board of Directors shall be held at such times as may from time to time be fixed by resolution of the Board, and special meetings may be held at any time upon the call of two Directors, the Chairman of the Board, if one be elected, or the President, by oral, telegraphic or written notice, duly served on or sent or mailed to each Director not less than forty-eight (48) hours before such meeting, except that in an emergency said notice provision may be dispensed with. A meeting of the Board may be held without notice immediately after the annual meeting of Members at the same place at which such meeting was held. Notice need not be given to Directors for regular meetings of the Board. Any meeting may be held without notice, if all Directors are present, or if notice is waived in writing, either before or after the meeting, by those not present. All meetings of the Board of Directors shall be open to all Unit Owners and a notice of the meeting (including a telephonic meeting, pursuant to Section 5 below) shall be posted on an announcement board on the Condominium Property.

Section 3. Committees. The Board of Directors may, in its discretion, by resolution passed by majority of the whole Board, designate from time to time members of one or more committees. Such committees shall have such power as shall be conferred or authorized by the resolution appointing them; provided that no committee except a committee consisting solely of members of the Board of Directors shall have any authority to approve or disapprove of any transfers or leases under Article XIV of the Declaration or establish the annual budget for the Association or exercise any of the lien rights of the Association or, without the prior written consent of the Board of Directors, incur any expenses on behalf of the Association. A majority of any such committee may determine its action and fix the time and place of its meetings, unless the Board of Directors shall otherwise provide. The Board shall have power at any time to change the membership of any such committee, to fill vacancies in it, or to dissolve it.

A. Committee of Directors. The Board of Directors may, in its discretion, by resolution passed by a majority of the whole Board, designate from among its members one or more committees which shall consist of two or more Directors. The Board may designate one or more Directors as alternate members of any such committee who may replace any absent or disqualified member at any meeting of the committee.

B. Other Committees. The Board of Directors may, in its discretion, by resolution passed by the majority of the whole Board, designate from among its own members and/or Members of the Association one or more committees. The Board may designate as alternative members of any such committee any person who is qualified for initial appointment to such committee, and such alternates may replace any absent or disqualified member at any meeting of the committee.

Section 4. Action by Consent. Any action required or permitted to be taken at any meeting of the Board of Directors, or of any committee thereof, may be taken without a meeting, if prior to such action a written consent thereto is signed by all members of the Board, or of such committee as the case may be, and such written consent is filed with the minutes of proceedings of the Board or committee; provided that the proposed form of consent to be signed by members of the Board of Directors shall be posted on an announcement board on the Condominium Property in lieu of a notice of the meeting.

Section 5. Action by Telephone Conference. Any action required or permitted to be taken at any meeting of the Board of Directors or at any committee thereof may be taken without a meeting by telephone conference call among all of the Directors or all of the members of the committee and the minutes of such meeting shall be kept in such manner as though the meeting was held with the Directors or the committee members physically present thereat.

Section 6. No Compensation. The Board of Directors shall serve without compensation for service as such Directors or attendance at any meeting of the Association, Directors or any Committee; however, members of the Board of Directors shall be entitled to reimbursement for out-of-pocket expenses incurred by them in respect of their service as such. In addition, the Board of Directors shall also have the power, in its discretion, to provide for and pay to Directors rendering service to the Association not ordinarily rendered by Directors as such, special compensation appropriate to the value of such services, as determined from time to time by the vote of at least seventy five (75%) percent of the Directors present and voting at a meeting of the Board of Directors.

ARTICLE III

OFFICERS

Section 1. Titles and Election. The officers of the Association, who shall be chosen by the Board of Directors at its first meeting after each annual meeting of Members, shall be a President, a Treasurer and a Secretary. The Board of Directors from time to time may elect a Chairman of the Board, one or more Vice Presidents, Assistant Secretaries, Assistant Treasurers and such other officers and agents (including, without limitation, management and/or supervisory personnel or entities) as it shall deem necessary, and may define their powers and duties. Any number of offices may be held by same person; provided that no one person may hold the office of President or Vice President and Secretary or Assistant Secretary. The President shall be chosen from among the Directors but no other officer shall be required to be chosen from among the Directors.

Section 2. Terms of Office. The officers shall hold office until their successors are chosen and qualify.

Section 3. Removal. Any officer may be removed, either with or without cause, at any time, by the affirmative vote of a majority of the Board of Directors.

Section 4. Resignations. Any officer may resign at any time by giving written notice to the Board of Directors or to the Secretary. Such resignation shall take effect at the time specified therein, and, unless otherwise specified therein, the acceptance of such resignation shall not be necessary to make it effective.

Section 5. Vacancies. If the office of any officer or agent becomes vacant by reason of death, resignation, retirement, disqualification, removal from office or otherwise, the Directors may choose a successor, who shall hold office for the unexpired term in respect of which such vacancy occurred.

Section 6. Chairman of the Board. The Chairman of the Board of Directors, if one be elected, shall preside at all meetings of the Board of Directors and of the Members, and he shall have and perform such other duties as from time to time may be assigned to him by the Board of Directors.

Section 7. President. The President shall be the chief executive officer of the Association and, in the absence of the Chairman, shall preside at all meetings of the Board of Directors, and of the Members. He shall exercise the powers and perform the duties usual to the chief executive officer and, subject to the control of the Board of Directors, shall have general management and control of the affairs and business of the Association; he shall appoint and discharge employees and agents of the Association (other than officers elected by the Board of Directors) and fix their compensation; and he shall see that all orders and resolutions of the Board of Directors are carried into effect. He shall have the power to execute bonds, mortgages and other contracts, agreements and instruments of the Association, and shall do and perform such other duties as from time to time may be assigned to him by the Board of Directors; provided that the President shall have no power to execute any bonds, mortgages or other instrument of indebtedness without the specific approval thereof of a majority of the Board of Directors nor shall the President have any authority to execute any contract or agreement providing for compensation in excess of two percent (2%) of the annual budget of the Association without such specific approval.

Section 8. Vice Presidents. If chosen, the Vice Presidents, in the order of their tenure, shall, in the absence or disability of the President, exercise all of the powers and duties of the President. Such Vice Presidents shall have the power to execute bonds, notes, mortgages and other contracts, agreements and instruments of the Association, and shall do and perform such other duties incident to the office of Vice President and as the Board of Directors, or the President shall direct; provided that the limitation of action on the ability of the President to execute bonds, notes, mortgages and other contracts and agreements shall likewise apply to the Vice Presidents.

Section 9. Secretary. The Secretary shall attend all sessions of the Board and all meetings of the Association and record all votes and the minutes of proceedings in a book to be kept for that purpose.

He shall give, or cause to be given, notice of all meetings of the Association and of the Board of Directors, and shall perform such other duties as may be prescribed by the Board of Directors. The Secretary shall affix the Association's seal to any instrument requiring it, and when so affixed, it shall be attested by the signature of the Secretary or an Assistant Secretary or the Treasurer or an Assistant Treasurer who may affix the seal to any such instrument in the event of the absence or disability of the Secretary. The Secretary shall have and be the custodian of all of the books, records and papers of the Association (other than financial) and shall see that all books, reports, statements, certificates and other documents and records required by law are properly kept and filed.

Section 10. Treasurer. The Treasurer shall have the custody of the Association's funds and securities and shall keep full and accurate accounts of receipts and disbursements in books belonging to the Association and shall deposit all moneys, and other valuable effects in the name and to the credit of the Association, in such depositories as may be designated by the Board of Directors. He shall disburse the funds of the Association as may be ordered by the Board, taking proper vouchers for such disbursements, and shall render to the Directors whenever they may require it, an account of all his transactions as Treasurer and of the financial condition of the Association.

Section 11. Duties of Officers may be Delegated. In case of the absence or disability of any officer of the Association, or for any other reason that the Board may deem sufficient, the Board may delegate, for the time being, the powers or duties, or any of them, of such officer to any other officer, or to any Director.

12. ADDED 17529/290

ARTICLE IV

INDEMNIFICATION

Section 1. Actions by Others. The Association (1) shall indemnify any person who was or is a party or is threatened to be made a party to any threatened, pending or completed action, suit or proceeding, whether civil, criminal, administrative or investigative (other than an action by or in the right of the Association) by reason of the fact that he is or was a Director or an officer of the Association and (2) except as otherwise required by Section 3 of this Article, may indemnify any person who was or is a party or is threatened to be made a party to any threatened, pending or completed action, suit or proceeding,

whether civil, criminal, administrative or investigative (other than an action by or in the right of the Association) by reason of the fact that he is or was an employee or agent of the Association, or is or was serving at the request of the Association as a director, officer, employee, agent of or participant in another association, corporation, partnership, joint venture, trust or other enterprise, against expenses (including attorneys' fees), judgments, fines and amounts actually and reasonably incurred by him in connection with such action, suit or proceeding if he acted in good faith and in a manner he reasonably believed to be in or not opposed to the best interests of the Association, and with respect to any criminal action or proceeding, had no reasonable cause to believe his conduct was unlawful. The termination of any action, suit or proceeding by judgment, order, settlement, conviction, or upon a plea of nolo contendere or its equivalent, shall not, of itself, create a presumption that the person did not act in good faith and in a manner which he reasonably believed to be in or not opposed to the best interests of the Association, and, with respect to any criminal action or proceeding, had reasonable cause to believe that his conduct was unlawful.

Section 2. Actions by or in the Right of the Association. The Association shall indemnify any person who was or is a party or is threatened to be made a party to any threatened, pending or completed action or suit by or in the right of the Association to procure a judgment in its favor by reason of the fact that he is or was a director, officer, employee or agent of the Association, or is or was serving at the request of the Association as a director, officer, employee, agent of or participant in another association, corporation, partnership, joint venture, trust or other enterprise against expenses (including attorneys' fees) actually and reasonably incurred by him in connection with the defense or settlement of such action or suit if he acted in good faith and in a manner he reasonably believed to be in or not opposed to the best interests of the Association and except that no indemnification shall be made in respect of any claim, issue or matter as to which such person shall have been adjudged to be liable for willful misfeasance or malfeasance in the performance of his duty to the Association unless and only to the extent that the court in which such action or suit was brought shall determine upon application that, despite the adjudication of liability but in view of all the circumstances of the case, such person is fairly and reasonably entitled to indemnity for such expenses which such court shall deem proper.

Section 3. Successful Defense. To the extent that a person who is or was a director, officer, employee or agent of the Association has been successful on the merits or otherwise in defense of any action, suit or proceeding referred to in Section 1 or Section 2 of this Article, or in defense of any claim, issue or matter therein, he shall be (regardless of any limitations set forth in such Sections) be indemnified against expenses (including attorneys' fees) actually and reasonably incurred by him in connection therewith.

ARTICLE V
BOOKS AND RECORDS

Section 1. Accounting Records. The Association shall maintain accounting records under the direction of the Treasurer in the county where the Condominium Property is located, according to good accounting practices. The records shall be open to inspection by Unit Owners or their authorized representatives at reasonable times and audited annual financial statements for each year starting with calendar 1977 shall be mailed to each member by March 1 of each year. The records shall include, but are not limited to:

(A) 6682/723

(a) A record of all receipts and expenditures.

(b) An account for each Unit (including without limitation those owned by the Developer) designating the name and current mailing address of the Unit Owner, the amount of each Assessment, the dates and amounts in which the Assessments come due, the amount paid upon the account, and the balance due.

Section 2. Minute Books. The minutes of all meetings of Members, the Board of Directors and any committees shall be kept in a book under the direction of the Secretary and shall be available for inspection by Unit Owners, or their authorized representative and Directors, at any reasonable time. The Association shall retain these minutes for a period of not less than seven (7) years.

Section 3. Membership Records. The Secretary shall maintain a book of Members containing their names, addresses, unit numbers and the date on which they became owners of record of their respective Condominium Parcels and the date on which the Association received notice of the change in such record ownership which notice shall constitute the date on which the new Unit Owner shall become a Member of record on the books of the Association; the Secretary shall update such list promptly upon notice to the Association of any change in the record owner of a Condominium Parcel. No transfer of a Condominium Parcel shall be effective to establish a person as a new Member until the transferee delivers to the Secretary a copy of his deed or other instrument, satisfactory to counsel to the Association, transferring title to him to the Condominium Parcel. The Secretary shall also note upon his records the name and address of each Institutional Mortgagee who shall give the Secretary written notice of the recording of its mortgage and such Institutional Mortgagee shall, if it so requests, receive duplicate copies of all notices and reports (but not duplicate copies of bills for Assessment installments) sent to its mortgagor.

Section 4. Transfer. No Member shall transfer his membership rights in or obligations to the Association except as a consequence of a transfer of his Condominium Parcel, and transfers shall only be permitted in accordance with the terms of the Declaration.

Section 5. Record Dates. The Board of Directors may fix in advance a date, not less than fifteen (15) nor more than fifty (50) days preceding the date of any meeting of Members, or the date for any distribution, as a record date for the determination of the Members entitled to notice of, and to vote at, any such meeting, or entitled to receive any payment of any distribution, and in such case only such Members as shall be Members or record on the date so fixed shall be entitled to such notice of, and to vote at, such meeting, or to receive payment of such distribution, as the case may be, notwithstanding any subsequent transfer of any Condominium Parcel and/or any subsequent notice to the Association of any transfer of any Condominium Parcel prior to such record date fixed as aforesaid.

ARTICLE VI

BUDGET

Section 1. Copy of Proposed Budget. A copy of the proposed budget for the subsequent year shall be mailed by the Board of Directors to all Unit Owners, together with a notice of the time and place of the Directors' meeting at which such budget shall be considered, at least thirty (30) days prior to such meeting.

(A) 6201/158

Section 2. Budget Adoption. Unless the budget to be adopted in any year would result in Assessments against Unit Owners exceeding one hundred and fifteen (115%) percent of the Assessments for the preceding year and at least ten (10%) percent of Unit Owners request a meeting of Members, as set forth in Section 3 below, the budget may be adopted by the Board of Directors without the need for the approval of the Members; provided that as long as the Developer is in control of the Board of Directors, the Board shall not adopt a budget which would result in an Assessment against Unit Owners for any year greater than one hundred and fifteen (115%) percent of the Assessments against Unit Owners for the preceding year without approval of a Majority Vote of the Association, as provided in Section 3 below. The meeting at which the Board of Directors considers the budget shall, as are other meetings, be open to the Unit Owners.

Section 3. Budget Adoption Requiring Approval of Members.

If a budget to be adopted would result in Assessments against Unit Owners in any year exceeding one hundred and fifteen (115%) percent of the Assessments of the preceding year, upon written application of ten (10%) percent of the Unit Owners to the Board of Directors, the Board of Directors shall call a special meeting of the Members within thirty (30) days (and upon not less than ten (10) days' prior written notice to each Member) to consider and adopt a budget by a Majority Vote of the Association. The budget adopted by such vote of the Association shall either be the budget submitted in writing to the Members by the Board of Directors prior to such vote or it may be any other budget previously submitted by one or more Members in writing or it may be a budget not previously submitted in writing to the Members but presented solely at such meeting. In determining whether Assessments against Unit Owners exceed one hundred and fifteen (115%) percent of Assessments against Unit Owners in prior years, any authorized provisions for reasonable reserves for repair or replacement of the Condominium Property, expenses by the Association which are not anticipated to be incurred on a regular or annual basis and Assessments for betterments to the Condominium Property shall be excluded from the computation.

Section 4. Assessments. Once the budget has been adopted, the Treasurer shall compute each Unit Owner's share of Common Expenses and shall cause a bill to be mailed to each Unit Owner monthly (or less frequently, as may be determined from time to time by a resolution adopted by the Board of Directors but in no event less frequently than quarterly) in an amount of approximately 1/12 of the annual Assessment but in any event no less than required to provide funds in advance for payment of all anticipated current operating expenses and all of the unpaid operating expenses previously incurred. If Assessments are not prove insufficient during the year to cover the operation of the Condominium Community (whether for recurring expenses, or repairs or replacements), the Board of Directors may revise the budget and authorize special Assessments and post a notice thereof on an announcement board on the Condominium Property and the revised rate of Assessments or special Assessment shall be payable commencing with the next Assessment bill which shall be due not earlier than thirty (30) days after such posting; provided that upon written application of ten (10%) of the Unit Owners to the Board of Directors, the Board of Directors shall call a special meeting of the Members within thirty (30) days (and upon not less than ten (10) days prior written notice to each Member) to consider the special Assessment and if a Majority Vote of the Association votes against

such special Assessment it shall be repealed, but until the date of such repeal all special Assessments shall be paid promptly when due and no Unit Owner may withhold payment pending anticipated repeal thereof. Special Assessments shall be computed by the Treasurer, who shall likewise cause a bill to be mailed to each Unit Owner for the amount due. Payment for Assessments shall be payable upon receipt of the bills therefor and shall be considered past due if not received by the Association on the due date specified in such bill (or if none is specified, ten (10) days after the bill was mailed to the Unit Owner or if no bill was mailed by the tenth (10th) day of each month). Assessments not paid when due shall bear interest as provided in the Declaration and the Association, in addition to its claim against the Unit Owner, shall be entitled to a lien on each Condominium Parcel for any unpaid Assessment and interest thereon (together with costs of collection) until payment thereof.

Section 5. Acceleration of Assessment Installments Upon Default. If a Unit Owner shall be in default in the payment of an installment upon any Assessment, the Board of Directors may accelerate the remaining monthly installments for the fiscal year upon notice thereof to the Unit Owner and, thereupon, the unpaid balance of the Assessment shall become due upon the date stated in the notice, which shall be not less than fifteen (15) days after such notice.

ARTICLE VII

AMENDMENTS

Section 1. Vote Required. A Majority Vote of the Association shall be required to amend or repeal these By-Laws or to adopt new by-laws; provided that consent of the Developer shall be required to amend these By-Laws in a manner which would adversely affect the rights of the Developer set forth in these By-Laws.

Section 2. Notice. If the By-Laws are to be adopted, amended or repealed at a meeting of the Association, the notice of the meeting shall contain notice of such fact. No By-Law shall be revised or amended by reference to its title or number only. Proposals to amend existing By-Laws shall contain the full text of the By-Laws to be amended; new words shall be inserted in the text underlined and words to be deleted shall be lined through with hyphens. However, if the proposed change is so extensive that this procedure would hinder, rather than assist the understanding of the proposed amendment, it is not necessary to use underlining and hyphens as indicators of words added or deleted, but instead, a notation must be inserted immediately preceding the proposed amendment in substantially the following language: "Substantial rewording of By-Law. See By-Law . . . for present text." Nonmaterial errors or omissions in the by-law amending process shall not invalidate an otherwise properly promulgated amendment.

ARTICLE VIII

MISCELLANEOUS PROVISIONS

Section 1. Checks, Notes, Etc. All checks and drafts on the Association's bank accounts and all bills of exchange and promissory notes, and all acceptances, obligations and other instruments for the payment of money, may be signed by the President, Treasurer or any Vice President and may also be signed by such other officer or officers, agent or agents, as shall be thereunto authorized from time to time by the Board of Directors.

Section 2. Offices. The registered office of the Association shall be located at the Condominium Property, and the President of the Association shall be the registered agent of the Association in charge thereof. The Association may have other offices at such places as shall be determined from time to time by the Board of Directors, as the business of the Association may require.

Section 3. Fiscal Year. The fiscal year of the Association shall be the calendar year.

Section 4. Association Seal. The seal of the Association shall be circular in form and contain the name of the Association, and the year and state of its incorporation. Such seal may be altered from time to time at the discretion of the Board of Directors.

Section 5. Fees on Transfers. No fee shall be charged by the Association in connection with its approval of any conveyance, sale, lease or transfer of a Condominium Parcel other than its reasonable expenditures in connection therewith, which shall in no event exceed Fifty (\$50.00) dollars. No charge shall be made in connection with the extension or renewal of a lease.

Section 6. Voting of Stock Owned by Association. Unless otherwise specifically authorized by the Board of Directors, any stock owned by the Association shall be voted, in person or by proxy, by the President or any Vice President of the Association on behalf of the Association.

Section 7. Notices. Unless otherwise specified herein or by law, all notices shall be given as provided in the Declaration but need not be sent by certified mail. Any person entitled to receive notice may waive notice either before or after the notice was required to be given provided such waiver is in writing.

Section 8. Institutional Mortgagees. Every Institutional Mortgagee shall be automatically deemed to be an authorized representative of a Member for the purposes of inspecting any books or records of the Association and shall be entitled to attend any meeting of the Members, but no Institutional Mortgagee may cast a vote at a meeting of Members unless it holds a valid proxy or has become a Member of record as a result of its ownership of a Condominium Parcel through foreclosure, deed in lieu of foreclosure or otherwise.

Section 9. Enforcement. In the event of violation of the provision of the Declaration, By-laws or the Uniform Rules and Regulations as the same are now or may hereafter be constituted, the Association, on its own behalf or by and through its Board of Directors or officers, may bring appropriate action to enjoin such violation or to enforce the provisions of such documents, or sue for damage or take all such or other courses of action at the same time as it may deem appropriate. In the event of the legal termination of the occupancy rights of a Member, the Member or any other person or

persons in possession by or through the right of the Member, shall promptly quit and surrender the Unit in good repair, ordinary wear and tear and damage by fire or other casualty excepted, and the Association shall have the right to reenter and to repossess the Unit. The Member, for himself and any successor in interest, by operation of law or otherwise, hereby waives any and all notice and demand for possession if such be required by any laws. Each Member, for himself, his heirs, successors and assigns, agrees to the provisions relating to default and abatement of nuisance, regardless of the harshness of the remedy and regardless of the availability of other equally adequate legal procedures. It is the intent of all Members to give to the Association a method and procedure which will enable it at all times to operate on a business-like basis, to collect those monies due and owing it from Members and to preserve the Condominium Community free from unreasonable restraint and nuisance.

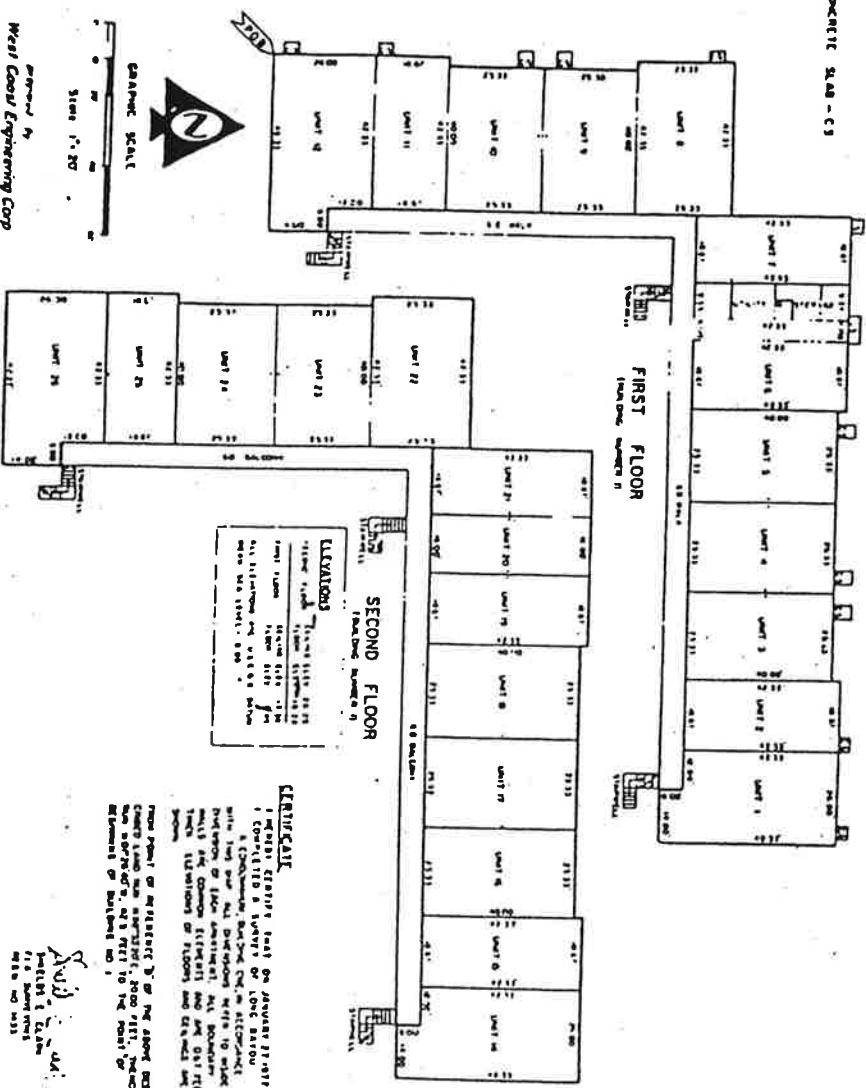
Section 10. Construction. Whenever the masculine singular form of the pronoun is used in these By-laws, it shall be construed to mean the masculine, feminine or neuter; singular or plural, wherever the context so requires. Should any of the provisions hereof be unenforceable, the remaining provisions shall, nevertheless, be and remain in full force and effect. If any irreconcilable conflict should exist, or hereafter arise, with respect to the interpretation of these By-laws and the Declaration, the provisions of the Declaration shall prevail.

Section 11. Procedural Questions at Meetings. Any procedural questions not covered by these By-Laws, the Declaration or the Articles shall be resolved by reference to the latest edition of Robert's Rules of Order.

LONG BAYOU A CONDOMINIUM

SECTION 35, TOWNSHIP 30 SOUTH, RANGE 15 EAST, PINELAS COUNTY, FLORIDA
BUILDING ONE

CONCRETE SLAB - C-3



ELEVATIONS

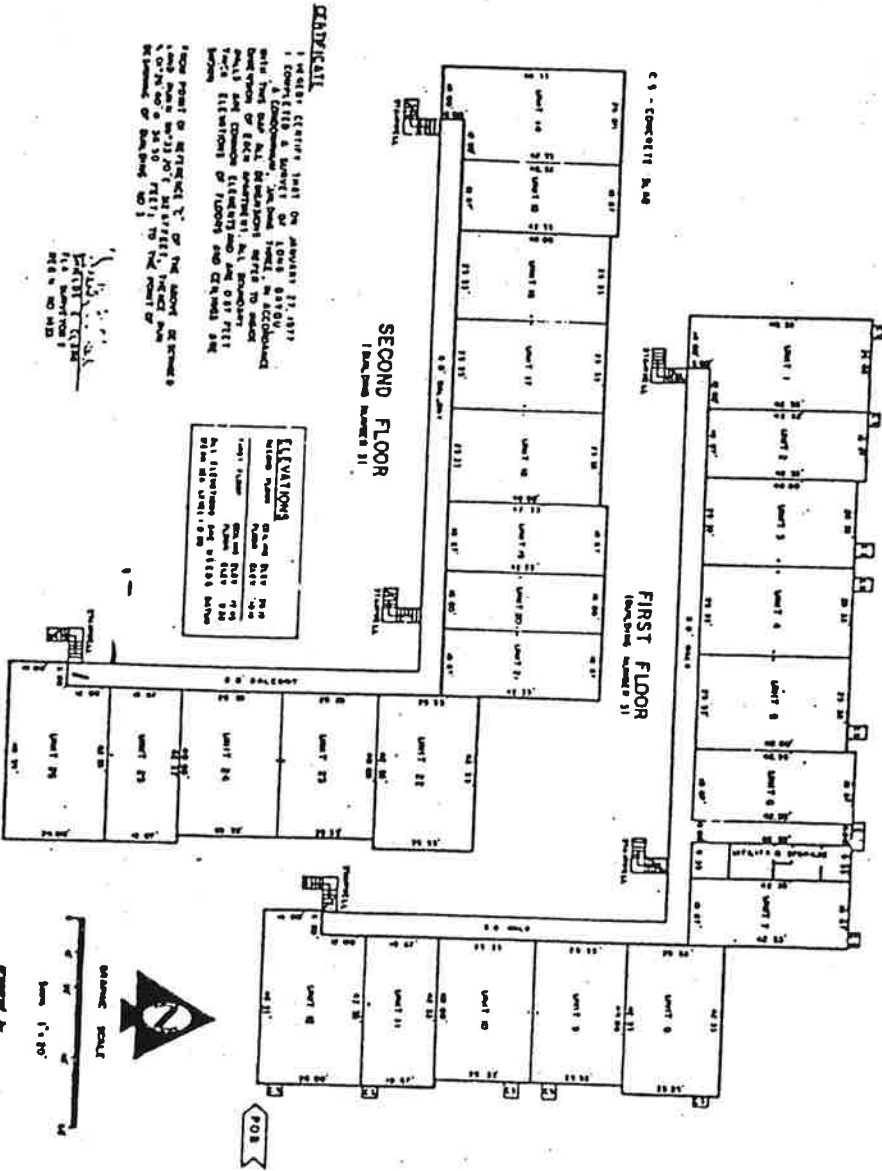
UNIT NO.	FLOOR	CEILING	FLOOR	FLOOR	FLOOR
1	1st	8'-0"	0'-0"	0'-0"	0'-0"
2	1st	8'-0"	0'-0"	0'-0"	0'-0"
3	1st	8'-0"	0'-0"	0'-0"	0'-0"
4	1st	8'-0"	0'-0"	0'-0"	0'-0"
5	1st	8'-0"	0'-0"	0'-0"	0'-0"
6	1st	8'-0"	0'-0"	0'-0"	0'-0"
7	1st	8'-0"	0'-0"	0'-0"	0'-0"
8	1st	8'-0"	0'-0"	0'-0"	0'-0"
9	1st	8'-0"	0'-0"	0'-0"	0'-0"
10	1st	8'-0"	0'-0"	0'-0"	0'-0"
11	1st	8'-0"	0'-0"	0'-0"	0'-0"
12	1st	8'-0"	0'-0"	0'-0"	0'-0"
13	1st	8'-0"	0'-0"	0'-0"	0'-0"
14	1st	8'-0"	0'-0"	0'-0"	0'-0"
15	1st	8'-0"	0'-0"	0'-0"	0'-0"
16	1st	8'-0"	0'-0"	0'-0"	0'-0"
17	1st	8'-0"	0'-0"	0'-0"	0'-0"
18	1st	8'-0"	0'-0"	0'-0"	0'-0"
19	1st	8'-0"	0'-0"	0'-0"	0'-0"
20	1st	8'-0"	0'-0"	0'-0"	0'-0"
21	2nd	8'-0"	0'-0"	0'-0"	0'-0"
22	2nd	8'-0"	0'-0"	0'-0"	0'-0"
23	2nd	8'-0"	0'-0"	0'-0"	0'-0"
24	2nd	8'-0"	0'-0"	0'-0"	0'-0"
25	2nd	8'-0"	0'-0"	0'-0"	0'-0"
26	2nd	8'-0"	0'-0"	0'-0"	0'-0"
27	2nd	8'-0"	0'-0"	0'-0"	0'-0"
28	2nd	8'-0"	0'-0"	0'-0"	0'-0"
29	2nd	8'-0"	0'-0"	0'-0"	0'-0"
30	2nd	8'-0"	0'-0"	0'-0"	0'-0"
31	2nd	8'-0"	0'-0"	0'-0"	0'-0"
32	2nd	8'-0"	0'-0"	0'-0"	0'-0"
33	2nd	8'-0"	0'-0"	0'-0"	0'-0"
34	2nd	8'-0"	0'-0"	0'-0"	0'-0"
35	2nd	8'-0"	0'-0"	0'-0"	0'-0"
36	2nd	8'-0"	0'-0"	0'-0"	0'-0"
37	2nd	8'-0"	0'-0"	0'-0"	0'-0"
38	2nd	8'-0"	0'-0"	0'-0"	0'-0"
39	2nd	8'-0"	0'-0"	0'-0"	0'-0"
40	2nd	8'-0"	0'-0"	0'-0"	0'-0"

GENERAL
 1. THESE ELEVATIONS ARE FOR THE PURPOSES OF THE CONDOMINIUM ACT AND ARE NOT TO BE USED FOR ANY OTHER PURPOSE.
 2. THE CONDOMINIUM ACT DOES NOT REQUIRE THE ELEVATIONS OF THE COMMON ELEMENTS TO BE IDENTICAL TO THE ELEVATIONS OF THE UNITS.
 3. THE CONDOMINIUM ACT DOES NOT REQUIRE THE ELEVATIONS OF THE COMMON ELEMENTS TO BE IDENTICAL TO THE ELEVATIONS OF THE UNITS.
 4. THE CONDOMINIUM ACT DOES NOT REQUIRE THE ELEVATIONS OF THE COMMON ELEMENTS TO BE IDENTICAL TO THE ELEVATIONS OF THE UNITS.

Prepared by
West Coast Engineering Corp.
 11000 W. Sunset Blvd., Suite 1000
 Los Angeles, California 90025
 File No. 23822

PLAN IDENTIFYING UNITS EXHIBIT 6A

LONG BAYOU
A CONDOMINIUM
 SECTION 35, TOWNSHIP 30 SOUTH, RANGE 15 EAST, PINELLAS COUNTY, FLORIDA
 BUILDING THREE



Prepared by
West Coast Engineering Corp.
 744 N. 2155 D
 P.O. Box 1551

**LONG BAYOU
SECTION 35, TOWNSHIP 30 SOUTH, RANGE 15 EAST, PINELLAS COUNTY, FLORIDA
A CONDOMINIUM
BUILDING NINE**

ELEVATIONS

Room 101	10' 0"
Room 102	10' 0"
Room 103	10' 0"
Room 104	10' 0"
Room 105	10' 0"
Room 106	10' 0"
Room 107	10' 0"
Room 108	10' 0"
Room 109	10' 0"
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Room 111	10' 0"
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Room 113	10' 0"
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Room 198	10' 0"
Room 199	10' 0"
Room 200	10' 0"

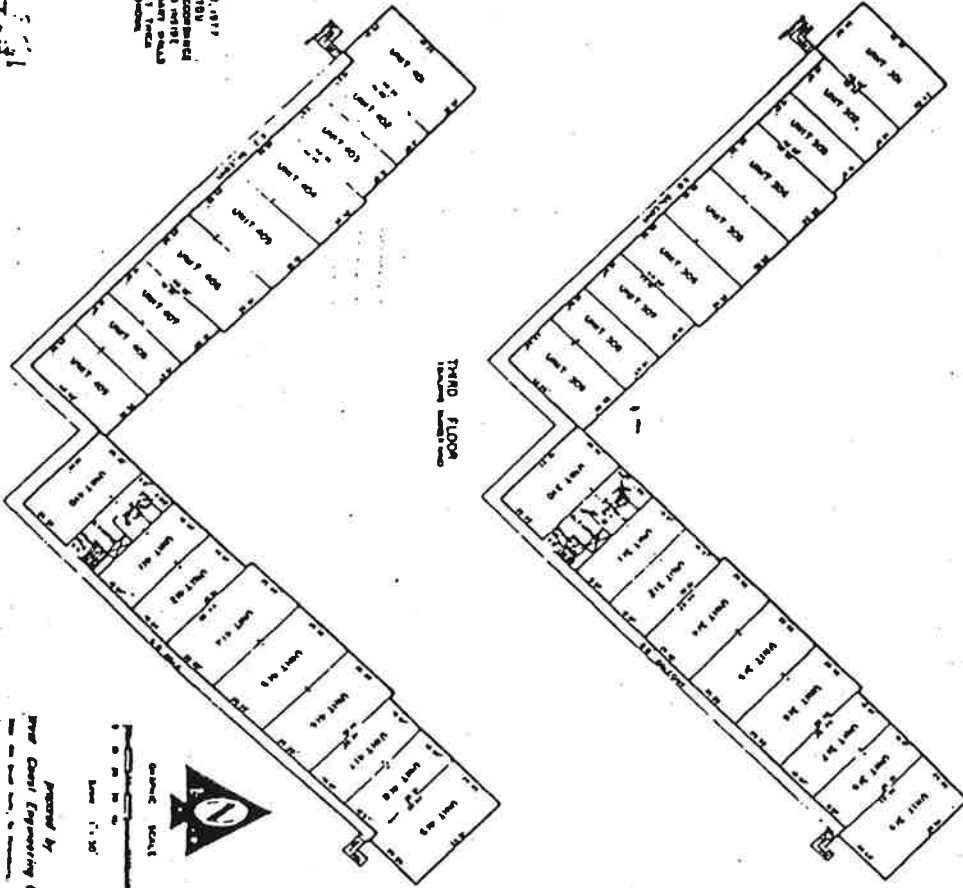
IDENTIFICATION

1. Where shown, units are shown in floor plan.

2. Open, filled or shaded areas are shown in floor plan.

3. A Condominium, as defined in the Condominium Act, Chapter 718, Florida Statutes, shall be created by the filing of a Declaration of Condominium with the Department of Banking and Finance, State of Florida, and the recording of the Declaration of Condominium with the Department of Banking and Finance, State of Florida.

Prepared by
 J. H. Smith
 J. H. Smith & Co.
 145 S. Broadway
 St. Petersburg, FL 33701

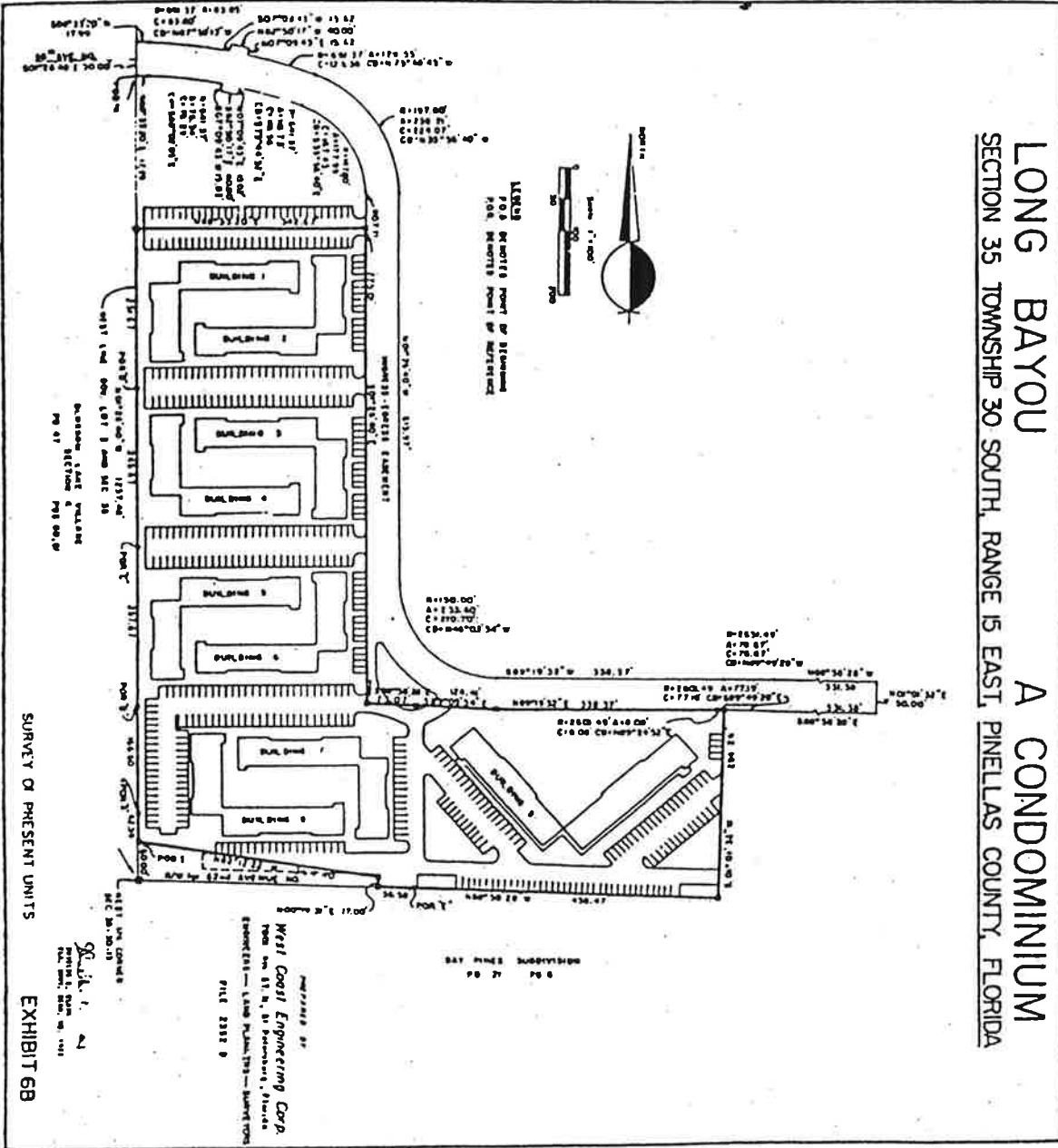


THIRD FLOOR
FOURTH FLOOR
PLAN IDENTIFYING UNITS EXHIBIT 6A

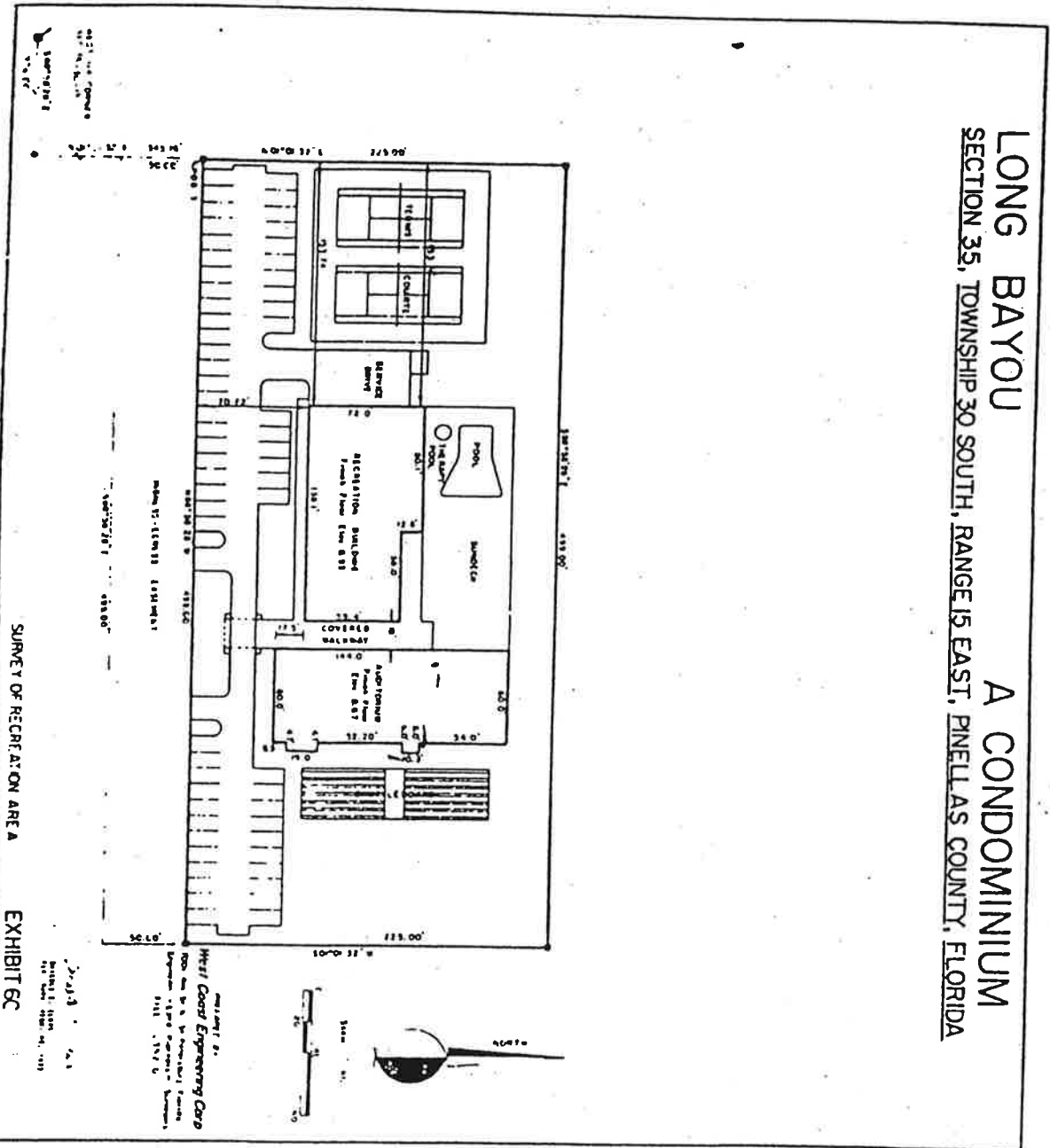
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 St. Petersburg, FL 33701



LONG BAYOU A CONDOMINIUM
SECTION 35 TOWNSHIP 30 SOUTH, RANGE 15 EAST, PINELLAS COUNTY, FLORIDA



LONG BAYOU
A CONDOMINIUM
SECTION 35, TOWNSHIP 30 SOUTH, RANGE 15 EAST, PINELLAS COUNTY, FLORIDA

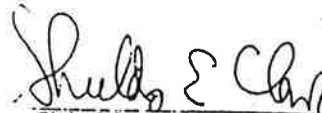


SURVEY OF RECREATION AREA EXHIBIT 6C

Prepared by:
West Coast Engineering Corp
 1111 11th St. N. St. Petersburg, Florida
 Telephone: 337-521-1111
 11/15/68

I HEREBY CERTIFY, that

1. I am surveyor authorized to practice in the State of Florida.
2. The construction of the improvements comprising the Present Units and the Recreation Area Property of the Long Bayou Condominium referred to in the amended and restated Declaration of Condominium dated January 25, 1977, to which this certificate is attached as Exhibit 6S, is substantially complete so that the Exhibits to the Declaration, together with the provisions of the Declaration describing the condominium property, is an accurate representation of the location and dimensions of the improvements and the identification, location and dimensions of the Common Elements and of each Unit can be determined from the materials.
3. This certificate is given for compliance with Section 718.104(e), Florida Statutes.



Shields E. Clark, President
West Coast Engineering Corp.

UNIT # TYPE SQUARE FOOTAGE PERCENT

D.V. 4522 11562

UNIT #	TYPE	SQUARE FOOTAGE	PERCENT
<u>FIRST FLOOR</u>			
1	D	1,270	.4451
2	A	850	.2979
3	B	1,090	.3820
4	C	1,090	.3820
5	C	1,090	.3820
6	A	850	.2979
7	F	850	.2979
8	G	1,160	.4065
9	C	1,090	.3820
10	B	1,090	.3820
11	A	850	.2979
12	D	1,270	.4451
<u>SECOND FLOOR</u>			
13	D	1,270	.4451
14	A	850	.2979
15	B	1,090	.3820
16	C	1,090	.3820
17	C	1,090	.3820
18	A	850	.2978
19	E	740	.2593
20	F	850	.2979
21	G	1,160	.4065
22	C	1,090	.3820
23	B	1,090	.3820
24	A	850	.2979
25	D	1,270	.4451

UNIT #	TYPE	SQUARE FOOTAGE	PERCENT
<u>FIRST FLOOR</u>			
1	D	1,270	.4451
2	A	850	.2979
3	B	1,096	.3820
4	C	1,090	.3820
5	C	1,090	.3820
6	A	850	.2979
7	F	850	.2979
8	G	1,160	.4065
9	C	1,090	.3820
10	B	1,090	.3820
11	A	850	.2979
12	D	1,270	.4451
<u>SECOND FLOOR</u>			
13	D	1,270	.4451
14	A	850	.2979
15	B	1,090	.3820
16	C	1,090	.3820
17	C	1,090	.3820
18	C	1,090	.3820
19	A	850	.2979
20	E	740	.2593
21	F	850	.2979
22	G	1,160	.4065
23	C	1,090	.3820
24	B	1,090	.3820
25	A	850	.2979
26	D	1,270	.4451

STATE PERCENTAGE OF OWNERSHIP
OF
COMMON ELEMENTS

D.B. 4522 P. 1563

BUILDING # 3

BUILDING # 4

UNIT #	TYPE	SQUARE FOOTAGE	PERCENT
<u>FIRST FLOOR</u>			
1	D	1,270	.4451
2	A	850	.2979
3	B	1,090	.3820
4	C	1,090	.3820
5	C	1,090	.3820
6	A	850	.2979
7	F	850	.2979
8	G	1,160	.4065
9	C	1,090	.3820
10	B	1,090	.3820
11	A	850	.2979
12	D	1,270	.4451
<u>SECOND FLOOR</u>			
13	D	1,270	.4451
14	A	850	.2979
15	B	1,090	.3820
16	C	1,090	.3820
17	C	1,090	.3820
18	A	850	.2978
19	E	740	.2593
20	F	850	.2979
21	G	1,160	.4065
22	C	1,090	.3820
23	B	1,090	.3820
24	A	850	.2979
25	D	1,270	.4451

UNIT #	TYPE	SQUARE FOOTAGE	PERCENT
<u>FIRST FLOOR</u>			
1	D	1,270	.4451
2	A	850	.2979
3	B	1,096	.3870
4	C	1,090	.3820
5	C	1,090	.3820
6	A	850	.2979
7	F	850	.2979
8	G	1,160	.4065
9	C	1,090	.3820
10	E	1,090	.3820
11	A	850	.2979
12	D	1,270	.4451
<u>SECOND FLOOR</u>			
13	D	1,270	.4451
14	A	850	.2979
15	B	1,090	.3820
16	C	1,090	.3820
17	C	1,090	.3820
18	C	1,090	.3820
19	A	850	.2979
20	E	740	.2593
21	F	850	.2979
22	G	1,160	.4065
23	C	1,090	.3820
24	B	1,090	.3820
25	A	850	.2979
26	D	1,270	.4451

PLANNING AND DESIGN
 OF
 COMMON ELEMENTS

N.Y. 4522 11-1561

UNIT # 5

UNIT # 6

UNIT #	TYPE	SQUARE FOOTAGE	PERCENT
<u>FIRST FLOOR</u>			
1	D	1,270	.4451
2	A	850	.2979
3	B	1,090	.3820
4	C	1,090	.3820
5	C	1,090	.3820
6	A	850	.2979
7	F	850	.2979
8	G	1,160	.4065
9	C	1,090	.3820
10	E	1,090	.3820
11	A	850	.2979
12	D	1,270	.4451
<u>SECOND FLOOR</u>			
13	D	1,270	.4451
14	A	850	.2979
15	B	1,090	.3820
16	C	1,090	.3820
17	C	1,090	.3820
18	C	1,090	.3820
19	A	850	.2979
20	E	740	.2593
21	F	850	.2979
22	G	1,160	.4065
23	C	1,090	.3820
24	B	1,090	.3820
25	A	850	.2979
26	D	1,270	.4451

UNIT #	TYPE	SQUARE FOOTAGE	PERCENT
<u>FIRST FLOOR</u>			
1	D	1,270	.4451
2	A	850	.2979
3	B	1,096	.3820
4	C	1,090	.3820
5	C	1,090	.3820
6	A	850	.2979
7	F	850	.2979
8	G	1,160	.4065
9	C	1,090	.3820
10	E	1,090	.3820
11	A	850	.2979
12	D	1,270	.4451
<u>SECOND FLOOR</u>			
13	D	1,270	.4451
14	A	850	.2979
15	B	1,090	.3820
16	C	1,090	.3820
17	C	1,090	.3820
18	C	1,090	.3820
19	A	850	.2979
20	E	740	.2593
21	F	850	.2979
22	G	1,160	.4065
23	C	1,090	.3820
24	B	1,090	.3820
25	A	850	.2979
26	D	1,270	.4451

UNIT 7

UNIT 8

UNIT #	TYPE	SQUARE FOOTAGE	PERCENT
<u>FIRST FLOOR</u>			
1	D	1,270	.4451
2	A	850	.2979
3	B	1,090	.3820
4	C	1,090	.3820
5	C	1,090	.3820
6	A	850	.2979
7	F	550	.2979
8	G	1,160	.4065
9	C	1,090	.3820
10	B	1,090	.3820
11	A	850	.2979
12	D	1,270	.4451
<u>SECOND FLOOR</u>			
13	D	1,270	.4451
14	A	850	.2979
15	B	1,090	.3820
16	C	1,090	.3820
17	C	1,090	.3820
18	C	1,090	.3820
19	A	850	.2978
20	E	740	.2593
21	F	850	.2979
22	G	1,160	.4065
23	C	1,090	.3820
24	B	1,090	.3820
25	A	850	.2979
26	D	1,270	.4451

UNIT #	TYPE	SQUARE FOOTAGE	PERCENT
<u>FIRST FLOOR</u>			
1	D	1,270	.4451
2	A	850	.2979
3	B	1,096	.3820
4	C	1,090	.3820
5	C	1,090	.3820
6	A	850	.2979
7	F	850	.2979
8	G	1,160	.4065
9	C	1,090	.3820
10	B	1,090	.3820
11	A	850	.2979
12	D	1,270	.4451
<u>SECOND FLOOR</u>			
13	D	1,270	.4451
14	A	850	.2979
15	B	1,090	.3820
16	C	1,090	.3820
17	C	1,090	.3820
18	C	1,090	.3820
19	A	850	.2979
20	E	740	.2593
21	F	850	.2979
22	G	1,160	.4065
23	C	1,090	.3820
24	B	1,090	.3820
25	A	850	.2979
26	D	1,270	.4451

PERCENTAGE OF OWNERSHIP
OF
COMMON ELEMENTS

D.L. 4522 INT. 1566

BUILDING # 9

<u>UNIT #</u>	<u>TYPE</u>	<u>SQUARE FOOTAGE</u>	<u>PERCENT</u>	<u>UNIT #</u>	<u>TYPE</u>	<u>SQUARE FOOTAGE</u>	<u>PERCENTAGE</u>
<u>FIRST FLOOR</u>				<u>SECOND FLOOR</u>			
101	F	1,350	.4731	201	F	1,350	.4731
102	E	880	.3084	202	E	880	.3084
103	A	880	.3084	203	A	880	.3084
104	C	1,240	.4345	204	C	1,240	.4345
105	C	1,240	.4345	205	C	1,240	.4345
106	B	1,240	.4345	206	B	1,240	.4345
107	E	880	.3084	207	E	880	.3084
108	A	880	.3084	208	A	880	.3084
109	D	1,240	.4345	209	D	1,240	.4345
110	D	1,240	.4345	210	D	1,240	.4345
111	E	880	.3084	211	E	880	.3084
112	A	880	.3084	212	A	880	.3084
113	B	1,240	.4345	214	B	1,240	.4345
115	C	1,240	.4345	215	C	1,240	.4345
116	C	1,240	.4345	216	C	1,240	.4345
117	E	880	.3084	217	E	880	.3084
118	E	880	.3084	218	E	880	.3084
119	F	1,350	.4731	219	F	1,350	.4731

PERCENTAGE OF
OF
COMMON ELEMENTS

P.B. 4522 12-1567

BUILDING # 2

<u>UNIT #</u>	<u>TYPE</u>	<u>SQUARE FOOTAGE</u>	<u>PERCENT</u>	<u>UNIT #</u>	<u>TYPE</u>	<u>SQUARE FOOTAGE</u>	<u>PERCENTAGE</u>
<u>THIRD FLOOR</u>				<u>FOURTH FLOOR</u>			
301	F	1,350	.4731	401	F	1,350	.4731
302	E	880	.3084	402	E	880	.3084
303	A	880	.3084	403	A	880	.3084
304	C	1,240	.4345	404	C	1,240	.4345
305	C	1,240	.4345	405	C	1,240	.4345
306	B	1,240	.4345	406	B	1,240	.4345
307	E	880	.3084	407	E	880	.3084
308	A	880	.3084	408	A	880	.3084
309	D	1,240	.4345	409	D	1,240	.4345
310	D	1,240	.4345	410	D	1,240	.4345
311	E	880	.3084	411	E	880	.3084
312	A	880	.3084	412	A	880	.3084
314	B	1,240	.4345	414	B	1,240	.4345
315	C	1,240	.4345	415	C	1,240	.4345
316	C	1,240	.4345	416	C	1,240	.4345
317	E	880	.3084	417	E	880	.3084
318	E	880	.3084	418	E	880	.3084
319	F	1,350	.4731	419	F	1,350	.4683
						285,360	100.0000